

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
AGENDA

12-14-04 - 6:00 P.M.
MIAMI RIVERSIDE CENTER
10th Fl. Main Conference Room
444 SW 2ND AVENUE
MIAMI, FLORIDA 33130

I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF SEPTEMBER 21, 2004, OCTOBER 27, 2004 AND NOVEMBER 23, 2004.**

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.
- Fire Station No. 11 – 11/23/04 meeting.
- Henry Reeves Park Community Service Building Improvements – 11/23/04 meeting.
- Miami Police Department Horse Stables – 11/23/04 meeting.

- Margaret Pace Park Improvements Phase II – 11/23/04 meeting.

III. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- ❖ New Water Playground at Jose Marti Park.
- ❖ Playground Equipment at Bay of Pigs Park.
- ❖ Emergency Finding & Waiver of Competitive Procurement for the following projects: Grapeland Water Theme Park, Grapeland Park Community Recreation Facility & Parking, Grapeland Recreational Fields & Site Development, Little Haiti Park Cultural Campus, Little Haiti Park Soccer & Recreation Component and Jose Marti Park Gym.

IV. CHAIRPERSON'S OPEN AGENDA:

V. ADDITIONAL ITEMS:

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

**11-23-04 - 6:00 P.M.
CITY OF MIAMI
CITY HALL - CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133**

There being **no quorum**, an unofficial meeting was called to order at 6:14 p.m., with the following members found to be **present**:

Mariano Cruz
Robert A. Flanders (Chairman)
Walter Harvey
David E. Marko
Gary Reshefsky (left at 7:40 p.m.)
Manolo Reyes (Vice Chairman)
Eileen Marcial Broton

Absent:

Rolando Aedo
Kay Hancock Apfel
Luis Cabrera
Ringo Cayard
Luis de Rosa
Jason Manowitz
Jami Reyes
Albena Sumner

ALSO PRESENT: Rafael O. Diaz, Assistant City Attorney
Jorge Cano, CIP Deputy Director
Zimri Prendes, CIP Department
Ed Blanco, Parks and Recreation
Sylvia Scheider, City Clerk's Office
Kevin Brown, CIP Department
Major Joseph Longueira, Police Department
Major Hector Mirabile, Police Department
Sergeant Vega, Police Department
Daniel Newhoff, Conferences and Conventions Department
Cary Sanchez-Rea, City Manager's Office
Dirk Duval, Economic Development
Ed Herald, CIP Department
Andre Bryan, CIP Department

Sandra Vega, CIP Department
Alberto Corrales, CIP Department
Brett Bebeau, Miami River Commission
Ernest Martin, Miami River Commission

I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF SEPTEMBER 21, 2004 and OCTOBER 27, 2004.**

[Not taken up due to lack of quorum.]

II. **OLD BUSINESS:**

AUDIT COMMITTEE REPORT:

- Miami River Greenway Regulatory Guidelines – Professional Consulting Services.
- Site Furnishings at Southside Park.
- Police Headquarter’s Restroom ADA Modification Phase I Locker.
- Old Miami Black Police Precinct & Museum Restoration.

[Not taken up due to lack of quorum.]

III. **NEW BUSINESS:**

AUDIT COMMITTEE REPORT:

- Procurement of Appraisal Services for Little Haiti Park.
- Gibson Park Improvements – Phase I.
- Coral Gate Park – Irrigation.
- Jose Marti Park – Irrigation.
- Williams Park – Irrigation.
- Moore Park – Irrigation.
- New Public Plaza & Roadway Improvements Adjacent to Mary Brickell Village – Cooperative Project Agreement.
- Sewell Park Restrooms/Park Facility Building.
- Juan Pablo Duarte Park Building Renovation/Expansion.
- Robert King High Park New Building and Site Improvements.
- Fire Station No. 11.
- Henry Reeves Park Community Service Building Improvements.
- Margaret Pace Park Improvements – Phase II.

[Not taken up due to lack of quorum.]

➤ **Miami Police Department Horse Stables.**

Police Sergeant Vega, who runs the horse stables, reported that the stables will be relocated at Lummus Park. The stables will be an urban barn, smell free. The neighbors are in agreement with this proposal. There was a unanimous

show of support by those members present for this proposal (present: Cruz, Flanders, Harvey, Marko, M. Reyes and Broton)

UPDATES:

1. Miami Circle Greenway and Miami River Greenway Update.

Brett Bibeau and Ernest Martin, from the Miami River Commission, reported that two of the three required permits were issued. The Army Corps of Engineers permit was not issued by the required deadline date. This delay caused the loss of matching funds (\$100,000) from the Florida Department of Environmental Protection. Mr. Bibeau reported that the Department of State Division of Historic Resources has granted additional funds (\$350,000) to cover the seawall repair and the riverwalk at the Miami Circle site.

Board Member Marko requested:

- a. A written report to board members with an explanation of who was responsible for filing the documentation that would have timely made the \$100,000 available to the City of Miami.
- b. Uniform standards to be drafted related to the construction and maintenance standards for the riverwalk.
- c. Post map with update of riverwalk.

2. Police Homeland Defense Preparedness Initiative.

Police Major Joseph Longueira reported that the bomb suits, imaging system, communication system for bomb suits and the vapor detector have been received. Requests for proposals were reissued for the surveillance platform. The skywatch surveillance is being constructed and is expected to be delivered in January. The South Substation security gates project is in progress. The bomb bunker improvements is stalled due to zoning issues, which are being negotiated. The command post is in the process to be obtained.

3. Police Training Facility – Professional Services.

Police Major Joseph Longueira reported is pending surveys and environmental.

4. Citywide Sidewalk Replacement for Shenandoah and Silver Bluff.

Ed Herald, Public Works, reported sidewalk and curb improvements have been completed mid August. Board Member Reshefsky requested photographs of the improvements.

5. Orange Bowl Stadium Replacement of Field and Maintenance Equipment.

Daniel Newhoff, Public Facilities Department, reported that a Toro tractor for field maintenance had been purchased. Board Member Reyes remarked that \$32,000 was excessively expensive for a mowing the Orange Bowl Stadium. The field replacement will proceed with requests for proposals in December 2004.

6. New Playground at Jose Marti Park.

Ed Blanco, Parks Department, reported this project is 75% complete, pending rubber surface.

7. New Tennis Court Wind Screens at Hadley Park.

Ed Blanco, Parks Department, reported needs to be re-bided and requests for proposals will be issued next month. Board Member Reshefsky requested that contractor who failed to deliver this project should not be selected in any future contracts.

8. New Playground Equipment at Triangle Park.

Ed Blanco, Parks Department, reported this will start in December.

9. New Playground Equipment at Williams Park.

Ed Blanco, Parks Department, reported this project is about 90% complete, pending rubber surface; should be completed in about one week or so.

Board Member Marko expressed concern that the City does not have the resources in the budget to maintain the capital expenditures that we are incurring; further suggesting a line item to account for a measurable, quantifiable, marginal increase in the intensity and need of park resources to accommodate the new capital improvements.

10. Bryan Park – Professional Services Agreement for Interior and Exterior Improvements.

Andre Bryan, Capital Improvements Department, reported that this project was bifurcated into (a) improvements and (b) right-of-way.

11. Bryan Park Interior Improvements Construction Contract Award.

Andre Bryan, Capital Improvements Department, reported that this project is almost completed.

12. Shenandoah Park – Professional Services Agreement.

Andre Bryan, Capital Improvements Department, reported architect has been engaged for design services, within budget.

13. Memorial Boulevard Schematic Design and Scope of Work.

Sandra Vega, project manager, reported that design is complete and negotiations are in progress for its construction.

14. Virginia Key Beach Park Improvements, Renovations and Repairs – Phase I.

Alberto Corrales reported that phase I is complete, that includes the concession, carousel, the bath house, pavilion, access roads. The next phase will be sanitary sewers and parking lot. Hopefully the park can be open to the public in approximately 12 months.

15. Coral View – The Aston Project.

Jorge Cano, CIP Deputy Director, reported project will complete its construction within two months.

IV. CHAIRPERSON'S OPEN AGENDA:

V. ADDITIONAL ITEMS:

The informal meeting adjourned at 8 p.m.

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

**10-27-04 - 6:00 P.M.
CITY OF MIAMI
Miami Riverside Center
10th Floor Main Conference Rm.
444 S.W. 2nd Avenue
MIAMI, FLORIDA 33130**

There being **no quorum**, an unofficial meeting was called to order at 6:15 p.m., with the following members found to be **present**:

Rolando Aedo
Kay Apfel
Mariano Cruz (entered meeting at 6:27 p.m.)
Luis de Rosa
Jami Reyes (entered meeting at 6:33 p.m.)
Robert A. Flanders (Chairman)
Eileen Marcial

Absent:

Luis Cabrera
Ringo Cayard
Walter Harvey
Jason Manowitz
David E. Marko
Manolo Reyes (Vice Chairman)
Gary Reshefsky
Albena Sumner

ALSO PRESENT: Rafael O. Diaz, Assistant City Attorney
Jorge Cano, CIP Deputy Director
Danette Perez, CIP Liaison
Zimri Prendes, CIP Department
Ed Blanco, Parks and Recreation
Sylvia Scheider, City Clerk's Office
Steven Bogner, Conferences, Conv. & Public Facilities
Sarah Eaton, Historic Preservation Officer
Enrique Nunez, Planning & Zoning
Kevin Brown, CIP Department
Major Hector Mirabile, Police Department
Dirk Duval, Economic Development
Jose Briz, CIP Department
Otis Davis, Retired Police Officers Comm. Ben. Assoc.
Ch. Clarence Dickson, Retired Police Officers Comm. Ben. Assoc.

I. **APPROVAL OF THE MINUTES OF THE MEETING OF SEPTEMBER 21, 2004.**

[Not taken up due to lack of quorum.]

II. **NEW BUSINESS:**

A. **INTRODUCTION OF NEW BOARD MEMBER:**

➤ Eileen Marcial – nominated by Commissioner Teele.
Chairman Flanders introduced Ms. Marcial.

B. **AUDIT COMMITTEE REPORT:**

- Miami River Greenway Regulatory Guidelines – Professional Consulting Services.

TOTAL DOLLAR AMOUNT: \$75,000 (1 Mil 1st Series allocation, Total \$2,000,000 Greenway Bond Allocation. (Estimated balance is \$675,000,000)

SOURCE OF FUNDS: Homeland Defense Neighborhood Improvement Bonds - Greenways

DESCRIPTION OF PROJECT: The scope for the preparation of Regulatory Guidelines is to establish a set of standards for Greenway which create a consistent theme, character, appearance and quality that is unique to the Greenway and can be implemented as property is developed incrementally by different parties over time.

APPROVED BY AUDIT COMMITTEE: 10/19/04

A presentation was made by staff and there was a unanimous show of hands in favor of this project by the seven board members present.

- Site Furnishings at Southside Park.

TOTAL DOLLAR AMOUNT: _\$5,000 (\$60,000 total allocated, remaining balance is \$49,000)

SOURCE OF FUNDS: HDNI bonds - Neighborhood Parks Improvements

DESCRIPTION OF PROJECT: PlayArmour Tops & Painted Frame 8' Accessible Picnic Table. Installation of 18'X16' concrete slab (Sq.Ft.). Installation of 60'X5' sidewalk to slab. Service-Excavation of 10 cubic yards. Service-Fill for site leveling, compacted (cu.yards)

APPROVED BY AUDIT COMMITTEE: 10/19/04

A presentation was made by staff and there was a unanimous show of hands in favor of this project by the seven board members present.

- Police Headquarter's Restroom ADA Modification Phase I Locker.

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

DESCRIPTION OF PROJECT: Scope includes demolition of existing interior finishes, plumbing, HAVC, 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.

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.

11. Pool Building Renovations at Hadley Park.

Ed Blanco reported this project is complete and looks great.

12. New Pool Heaters at Hadley Park.

Ed Blanco reported this project was complete and all was working well.

13. New Playground Equipment at Juan Pablo Duarte Park.

Ed Blanco reported this project is complete. Board Member Cruz requested that tables, chairs and a ping pong table be provided for the children's after school program at Juan Pablo Duarte Park.

14. Water Playground at West End Park.

Ed Blanco reported this project is in the permitting process. The water playground at West End Park is expected to be completed by February 2005. The water playground at Juan Pablo Duarte is expected to take longer.

15. Site Furnishings at Belafonte Tacolcy Park.

Ed Blanco reported only one bid was received and was very high. The site furnishings has to be re-bid.

16. Mini Stadium Complex at Athalie Range Park.

Ed Blanco reported that the RFQ for design was issued on October 4, 2004. On November 4th, the design firm should be selected. It will take 4-5 months to complete the design; construction should begin by June 2005.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

NAME OF PROJECT: BLACK POLICE PRECINCT & MUSEUM RESTORATION

TOTAL DOLLAR AMOUNT: \$1,715,800 (\$415,800-D5 Quality of life #311715/\$1,000,000-Historic Preservation Initiatives #327001/ \$300,000 Fla. Bureau of Historic Resources #888935 Grant)

SOURCE OF FUNDS: D-5 Quality of Life, Historic Preservation Initiatives and Fla. Bureau of Historic Resources.

DESCRIPTION OF PROJECT: The scope consist of rehabilitation of the building for use as classrooms and public meeting space to include, selective demolition, re-roofing, Restoration replacement of windows and doors, renewal of finishes and related architectural and engineering services.

APPROVED BY AUDIT COMMITTEE: n/a

A presentation was made by certain African-American retired police officers and staff. Sarah Eaton supports the project and there was a unanimous show of hands in favor of this project by the seven board members present.

- **PLEASE NOTE LOCATION CHANGE FROM THE CITY HALL- CHAMBERS TO THE MIAMI RIVERSIDE CENTER – 10TH FLOOR MAIN CONFERENCE ROOM.**

The meeting adjourned at 7:42 p.m.

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

**9-21-04 - 6:00 P.M.
CITY OF MIAMI
Miami Riverside Center
10th Floor Main Conference Rm.
444 S.W. 2nd Avenue
MIAMI, FLORIDA 33130**

The meeting was called to order at 6:19 p.m., with the following members found to be **present**:

Rolando Aedo
Kay Apfel
Luis Cabrera
Mariano Cruz
Luis de Rosa
Robert A. Flanders (Chairman)
Gary Reshefsky
Albena Sumner (left meeting at 7:33 p.m.)

Absent:

Ringo Cayard (entered meeting at 7:18 p.m.)
Walter Harvey
Jason Manowitz
David E. Marko
Jami Reyes
Manolo Reyes (Vice Chairman)
Eileen Marcial (staff was unable to notify Ms. Marcial of this meeting; therefore this absence is not officially included for the record.)

ALSO PRESENT: Rafael O. Diaz, Assistant City Attorney
Mary H. Conway, CIP Director
Jorge Cano, CIP Deputy Director
Danette Perez, CIP Liaison
Zimri Prendes, CIP Department
Juan Ordonez, CIP Department
Keith Carswell, Economic Development Director
Madeline Valdes, Economic Development Department
Tom Flores, Fire-Rescue Department
Robert Ruano, Grants Administration Director
Ed Blanco, Parks and Recreation
Sylvia Scheider, City Clerk's Office
Mitchell Burnstein, Esq., Weiss & Sorrota

1. APPROVAL OF THE MINUTES OF THE MEETING OF JULY 27, 2004.

HD/NIB MOTION 04-74

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF JULY 27, 2004.

MOVED: R. AEDO

SECONDED: G. RESHEFSKY

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

I. NEW BUSINESS:

- Land Acquisition for Little Haiti Park Parcel #101.

TOTAL DOLLAR AMOUNT: \$2,405,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$13,207,068.

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

Approved by Audit Committee: n/a

SCOPE OF PROJECT: The dollar amount requested of \$2,405,000 covers the land acquisition of \$2,350,000, cost of survey, appraisals, environmental reports, title Insurance & other closing cost associated with said acquisition.

HD/NIB MOTION 04-75

A MOTION TO APPROVE FUNDING OF LAND ACQUISITION FOR LITTLE HAITI PARK PARCEL #101, SUBJECT TO THE BUILDING ON THE PROPERTY BEING DEMOLISHED WITHIN TWO (2) YEARS.

MOVED: G. RESHEFSKY

SECONDED: M. CRUZ

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

HD/NIB MOTION 04-76

A MOTION DIRECTING THE ADMINISTRATION TO MEET INDIVIDUALLY WITH EACH OF THE PROPERTY OWNERS TARGETED FOR EMINENT DOMAIN WITH A VIEW TO NEGOTIATE IN GOOD FAITH.

MOVED: G. RESHEFSKY

SECONDED: L. De ROSA

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

A. AUDIT COMMITTEE REPORT:

- Land Acquisition for Future Fire Station #14.

TOTAL DOLLAR AMOUNT: \$1,408,000 + closing costs (which has 10 Million allocated, with 5.5 Million in 1st series. Today's approximate balance is (\$3,462,574) from 1st series allocation.

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 8/26/04

SCOPE OF PROJECT: Land acquisition for property located at 3188 SW 15 Terrace for a future Fire-Station #14

Madeline Valdes, Economic Development, stated this item was withdrawn by the administration.

- Application for the Pan American Seaplane Terminal Historical and Structural Rehabilitation Grant.

TOTAL DOLLAR AMOUNT: \$745,000 (5 Million allocated, 2.75 Million in 1st series. Approximate balance is \$1,547,500 – Only \$395,000 is from HDNI Historic Preservation Initiatives).

SOURCE OF FUNDS: HDNI bonds Historic Preservation Initiatives - \$395,000

Approved by Audit Committee: 8/26/04

SCOPE OF PROJECT: The project has two inter-related elements to safeguard the structure from storm surge and wind damage. The first element is assessing damage to structural columns by removing their concrete casings to examine for corrosion, and to replace columns subject to failure. Structural engineers will develop solutions to storm-proof the basement. The second element adds to storm and wind protection of the structure by replacing the entrance building front with impact resistant glass doors and windows that meet 100-year storm code specifications.

HD/NIB MOTION 04-77

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND NEEDED REPAIRS TO DINNER KEY MARINA AND BUILDING FROM FUNDS RECEIVED FROM THE PAN AMERICAN SEAPLANE TERMINAL HISTORICAL AND STRUCTURAL REHABILITATION GRANT AND CITY OF MIAMI MATCHING FUNDS.

MOVED: M. CRUZ

SECONDED: L. De ROSA

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

- Orange Bowl Structural Condition Assessment 2004

TOTAL DOLLAR AMOUNT: \$77,000 (16 million allocated; estimated current balance is \$11,514,890)

SOURCE OF FUNDS: Homeland Defense /Orange Bowl Stadium Ramps/Improvements & Structural Repairs

Approved by Audit Committee: 8/26/04

SCOPE OF PROJECT: The City of Miami approved Resolution No. 03-873, Bliss and Nyitray, Structural Consultant Engineers to prepare a report on the structural conditions of the Orange Bowl Stadium. The study was intended to develop a remedial work plan for the repairs of noted structural deficiencies and update maintenance recommendations as part of a major renovation that will extend stadium usage for a period of up to 30 more years.

HD/NIB MOTION 04-78

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ORANGE BOWL STRUCTURAL CONDITION ASSESSMENT 2004.

MOVED: L. De ROSA

SECONDED: M. CRUZ

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

- Site Furnishings at Kinloch Park.

TOTAL DOLLAR AMOUNT: \$90,000 (\$800,000 allocated; estimated current balance is \$700,000)

SOURCE OF FUNDS: HDNI Bonds – Neighborhood Park Improvements & Acquisitions

Approved by Audit Committee: 8/26/04

SCOPE OF PROJECT: Furnish, Deliver & Install Play Equipment, Surfacing, Concrete and Site Furnishings as follows: Little Tikes station fitness center, 2 bay Maxplay swing w/2 belt seats, pedestal mount grill, Icon Shelter 20'X30' + freight, Ultracoat 15' bleachers, bike rack D-sided, single ped. Table Vinyl, surface mount-ped table, inground benches, surface mount benches + freight. Installation of little Tikes equip, Icon Shelter, Ultracoat Equip. Excavate & grade, furnish & install curbs, concrete slab, play ground sand & pip rubber surface.

HD/NIB MOTION 04-79

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND SITE FURNISHINGS AT KINLOCH PARK.

MOVED: R. AEDO

SECONDED: A. SUMNER

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

- Site Furnishings at Juan Pablo Duarte Park.

TOTAL DOLLAR AMOUNT: \$50,000 (\$800,000 allocated; estimated current balance is \$351,194)

SOURCE OF FUNDS: HDNI Bonds – Neighborhood Park Improvements & Acquisitions

Approved by Audit Committee: 8/26/04

SCOPE OF PROJECT:

Furnish all labor, materials & equipments for the following: Existing asphalt overlay-approx 20,000 sq ft, paint 88 lines, 45 bumpers and installation of 20 new bumpers. New 6" base+1" Asphalt topping type S-3, approx 3150 Sq Ft provide, install and paint 10 new bumpers, paint 12 lines. New site lighting, provide and install 30'tall concrete poles with 400watts high pressure, install new circuit poles, new junction pull boxes and new timer.

HD/NIB MOTION 04-80

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND SITE FURNISHINGS AT JUAN PABLO DUARTE PARK.

MOVED: M. CRUZ

SECONDED: A. SUMNER

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

- **Site Furnishings/Lighting at Jose Marti Park.**

TOTAL DOLLAR AMOUNT: \$160,650 (1.35 million allocated; estimated current balance is \$216,033)

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions-\$116,000 & Little Havana Residential Park Renovations Impact Fees-\$44,650

Approved by Audit Committee: 8/26/04

SCOPE OF PROJECT: Project consists of the furnishing of all labor, materials and equipment for the replacement of eight metal poles and concrete pole bases with forty decorative fixtures. 16 fixtures in existing metal poles.

HD/NIB MOTION 04-81

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND SITE FURNISHINGS/LIGHTING AT JOSE MARTI PARK.

MOVED: L. De ROSA

SECONDED: M. CRUZ

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

- **N.W.14th Street Improvement Project.**

TOTAL DOLLAR AMOUNT: \$2,443,156 (only \$600,000 is from District 1 Neighborhood Quality of Life Improvements)

SOURCE OF FUNDS: District 1 Neighborhood Quality Of Life Improvements/Citywide Street Improvements FY'2001-2005/ Citywide Transportation & Transit

Approved by Audit Committee: 8/26/04

SCOPE OF PROJECT: The proposed work consists of the milling and resurfacing of NW 14th Street from NW 34th Avenue to 22nd Avenue. The project will also add pedestrian ramps for ADA compliance, installation of turf blocks and sod on the parkway area and drainage improvements.

HD/NIB MOTION 04-82

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND N.W. 14TH STREET IMPROVEMENT PROJECT.

MOVED: R. AEDO

SECONDED: L. De ROSA

ABSENT: R. Cayard, W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

Note for the Record: Chairman Flanders directed the administration to post photographs of this project on the City's web page.

UPDATES:

1. **Fire-Rescue Homeland Defense Preparedness Initiatives**

Tom Flores, Assistant Fire Chief, stated that all proposals to purchase land had failed. Not much progress made on equipment either. Federal funds had been used for some equipment. Request for proposals were issued for equipment, which should be reviewed mid October.

2. **Land Acquisition for Future Fire Station at 749 NE 79 Street.**

Madeline Valdes, Economic Development, stated the \$500,000 proposal to purchase a church fell through prior to closing. Some of said funds (\$5,978) were spent in due diligence. The balance is now available to go back into homeland defense fire account. The administration is no longer pursuing this location, but is continuing to seek other sites in the area.

3. **Land Acquisition for Little Haiti Park Parcels 72 & 74.**

4. **Land Acquisition for Little Haiti Park Parcel 73.**

5. **Land Acquisition for Little Haiti Park Parcel 78**

Madeline Valdes, Economic Development stated:

Parcel 72 & 74 the City is not purchasing because the property owner did not sign the agreement.

Parcel 73 the City is not purchasing because the property owner did not sign the agreement.

Parcel 78 was purchased, closed and conducting demolition, which should be completed this week.

Mr. Reshefsky requested Ms. Valdes to provide the board with photographs.

6. **Little Haiti Park Survey of Alleyway near 59 St. N.E. 2nd Avenue.**

Madeline Valdes, Economic Development, stated that a survey had been procured for area behind the Caribbean Marketplace, pursuant to the board's request, to establish no encroachments on the site.

7. **Demolition and Construction of Parking Lot at 1501 S.W. 9 St.**

Juan Ordonez, Capital Improvement Projects, reported a unity of title is required for this project. Mary Conway, Director of CIP, reported city is considering different options, will be costing project and will come back with a recommendation.

8. Orange Bowl Stadium 2003 Structural Repairs

9. Increase in Contract – O. B. Stadium 2003 Structural Repairs.

Juan Ordonez, Capital Improvement Projects, reported work is moving ahead.

10. Lemon City Park Grant.

Ed Blanco, Parks Department, reported this project should have finished long ago, but there have been delays and now is scheduled to be completed in November.

11. Site Furnishings at Juan Pablo Duarte Park.

Ed Blanco, Parks Department, reported this project was 95 percent completed and should be finished in a week or so.

12. Walkways at Juan Pablo Duarte Park.

Ed Blanco, Parks Department, reported this project is also 95 percent completed and should be finished in a couple of weeks.

13. Playground and Site Furnishings at West End Park.

Ed Blanco, Parks Department, reported this project is about 75 percent complete. Inspectors were reviewing work today and project ought to be finished by the end of the month.

14. Playground Shade at Athalie Range Park.

Ed Blanco, Parks Department, reported this project is on hold because the city is seeking a new contractor. The contractor who was originally awarded this project is too busy to handle this project in a timely manner.

15. Playground at West Buena Vista Park.

Ed Blanco, Parks Department, reported this project is 95 percent complete; missing only the benches, which have been delivered. This should be finished in a couple of weeks. Board member Aedo again requested that photographs of all completed projects be included in the City's web page.

HD/NIB MOTION 04-83

A MOTION DIRECTING THE ADMINISTRATION TO DRAFT A FLYER TO BE MAILED TO THE RESIDENTS OF THE CITY OF MIAMI, SIMILAR TO ONE DONE BY MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION, TO INFORM RESIDENTS OF THE STATUS AND INCLUDE PHOTOGRAPHS OF ONGOING PROJECTS FUNDED FROM HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND.

MOVED: R. AEDO

SECONDED: M. CRUZ

ABSENT: W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes and E. Marcial

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

16. Shade Structure at Moore Park.

Ed Blanco, Parks Department, reported this shade structure has been delivered and should be installed in October.

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

- Jorge Cano, Deputy Director of CIP, proposed to the board that it approve unallocated homeland defense funds to expedite work orders to consulting engineers and architects to jump start approximately 15 projects which are ready to begin. Ms. Conway, Director of CIP, stated that these contracts can be executed by piggybacking on established contracts. All of the items have been identified and properly bid. Ms. Conway requested to be authorized to execute contracts for construction projects already approved by the City Commission. The HD/NIB directed that CIP's request to authorize the ability to piggyback on other government contracts will be presented to the Audit Committee and brought back for approval by HD/NIB.

HD/NIB MOTION 04-84

A MOTION AUTHORIZING THE CIP ADMINISTRATION'S REQUEST TO APPROVE UNALLOCATED HOMELAND DEFENSE BOND FUNDS IN AN AMOUNT NOT TO EXCEED A MAXIMUM OF 15 PERCENT OF THE TOTAL PROJECT COST, TO ISSUE WORK ORDERS TO CONSULTING ENGINEERS AND ARCHITECTS TO EXPEDITE PLANS PRODUCTIONS, AS DISCUSSED DURING TODAY'S MEETING, SUBJECT TO PROVIDING MONTHLY STATUS REPORT TO THE HD/NIB BOARD ON THIS MATTER.

MOVED: R. AEDO
SECONDED: L. De ROSA
ABSENT: W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes, E. Marcial and A. Sumner
Note for the Record: Motion passed by unanimous vote of all Board Members present.

IV. ADDITIONAL ITEMS:

- Board member Reshefsky stated that Commissioner Winton has started soccer in Bicentennial Park on weekends, which is open to the public.
- Board member L. Cabrera expressed concern on the following:
 1. If there is a terrorist attack in Miami, there is no equipment purchased to address chemical spill or other catastrophic possibilities;
 2. An area in the City is in need of its own fire station;
 3. Need for a status report on proposed police training facility;
 4. Need to be aware and careful with construction costs in Little Haiti.

HD/NIB MOTION 04-85

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: G. RESHEFSKY
SECONDED: K. APFEL
ABSENT: W. Harvey; J. Manowitz, D. Marko, J. Reyes, M. Reyes, E. Marcial and A. Sumner
Note for the Record: Motion passed by unanimous vote of all Board Members present.

Note: The meeting adjourned at 8:07 p.m.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 10/27/04 DISTRICT: 3
 NAME OF PROJECT: MIAMI RIVER GREENWAY REGULATORY GUIDELINES-PROFESSIONAL CONSULTING SERVICES
 INITIATING DEPARTMENT/DIVISION: Capital Improvements
 INITIATING CONTACT PERSON/CONTACT NUMBER: Enrique Nunez (305) 416-1419 Planning & Zoning
 C.I.P. DEPARTMENT CONTACT: Dianne Johnson 416-1285/ Kevin Brown 416-1090
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 341211
 ADDITIONAL PROJECT NUMBER: B-40685
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$75,000 (1 Mil 1st Series allocation, Total \$2,000,000 Greenway Bond Allocation. (Estimated balance is \$675,000,000)
 SOURCE OF FUNDS: Homeland Defense Neighborhood Improvement Bonds - Greenways
 ACCOUNT CODE(S): CIP # 341211

If grant funded, is there a City match requirement? YES NO Not applicable
 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: Enrique Nunez (305) 416-1419

DESCRIPTION OF PROJECT: The scope for the preparation of Regulatory Guidelines is to establish a set of standards for Greenway which create a consistent theme, character, appearance and quality that is unique to the Greenway and can be implemented as property is developed incrementally by different parties over time.

ADA Compliant? YES NO N/A

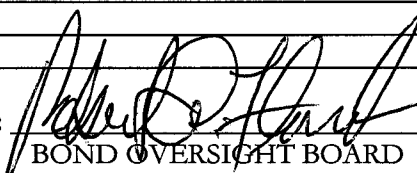
Approved by Audit Committee? YES NO N/A DATE APPROVED: 10/19/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 10/27/04
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next 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: Regulatory Guidelines documents to be adopted by City Commission. It should also streamline design issues on private and public projects.

APPROVAL:  DATE: 10/27/04
 BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



City of Miami
Department of Capital Improvements
PROJECT ANALYSIS FORM

Revision No.: _____

Emergency:

Project Name:	<u>Miami River Greenway Regulatory Guidelines</u>		
Project Location:	<u>Miami River Corridor</u>	Project Number:	<u>B-40685</u>
Initiating Dept.:	<u>Department of Planning & Zoning</u>	Commissioner District:	<u>1,2,3,5</u>
Account Number:	<u>Amount:</u>	Project Budget:	<u>\$75,000.00</u>
Account Number:	<u>Amount:</u>	Appropriated:	<u></u>
Account Number:	<u>Amount:</u>	Allocated:	<u></u>

PROJECT FUNDS ALLOCATION

DESIGN PHASE			
A.	A/E Design:		
1	Basic Fees (10% - 15% of C1)	N/A	\$75,000.00
2	Additional Services (≥ 5% of A1)	0%	\$0.00
3	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
4	CIP Production Management (2% - 5% of C1)	0%	\$0.00
B.	In-House Design		
1	Basic Fees (5% - 10% of C1)	0%	\$0.00
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
	** DESIGN PHASE TOTAL:		\$75,000.00
CONSTRUCTION PHASE			
C.	Construction:		
1	Construction Estimate:		
2	Contingency Allowance: (5% - 10% of C1)	0%	\$0.00
3	Permit Fees: (3% - 5% of C1)	0%	\$0.00
4	Other Agency Fees: (2% - 3% of C1)	0%	\$0.00
5	Telecommunications:		
6	Utilities:		
7	Establishment:		
	Construction Total:		\$0.00
D.	Construction Administration Management		
	Const. Adm. Mgmt. Total: (5% - 7% of C1)	0%	\$0.00
E.	Furnishings:		
1	Flooring (if N.I.C.)		
2	Fixtures, Furniture and Equip.: (5% - 7% of C1)	0%	\$0.00
3	Information Services:		
4	Accessories: (1% - 2% of C1)	0%	\$0.00
	Furnishings Total:		\$0.00
F.	Miscellaneous Construction Costs:		
1	Site Acquisition		
2	Miscellaneous Construction		
	Miscellaneous Construction Cost Total:		\$0.00
	** CONSTRUCTION PHASE TOTAL:		\$0.00
	** TOTAL ESTIMATED PROJECT COST:		\$75,000.00

PROJECT SCOPE IDENTIFICATION

The scope for the preparation of Regulatory Guidelines to establish a set of standards for Greenway which create a consistent theme, character, appearance and quality that is unique to the Greenway and can be implemented as property is developed incrementally by different parties over time.

Homeland Defense Bond Funds

FUNDING SOURCES

<u>Homeland defense Fund</u>	Amount:	<u>\$75,000.00</u>
<u>Requires B.O.B. approval</u>	Amount:	<u></u>
<u></u>	Amount:	<u></u>

Project Manager / Ext.: Kevin Brown / 1090 *K. Brown* Date: July 7, 2004

Reviewed by: [Signature] Date: 7-16-04

Reviewed by: _____ Date: _____

Accepted by: _____ Date: _____

Director of the Initiating Department



JOE ARRIOLA
City Manager

July 20, 2004

Mr. Steven E. Lefton
Managing Partner
Kimley-Horn and Associates
420 Lincoln Road, Suite 353
Miami Beach, FL. 33139

Re: **WORK ORDER AUTHORIZATION NO. 02: Proposal for Landscape Architectural Services**
Miami River Greenway Regulatory Guidelines , B-40685

Dear Mr. Lefton :

This work order is for the provision of Landscape Architectural services for The Miami River Greenway Regulatory Guidelines, hereinafter referred to as "Project", pursuant to the Professional Service Agreement for Landscape Architectural services, dated June 3, 2004, between the City of Miami and Kimley-Horn and Associates, Inc.

I. Scope of Services

The scope of services are detailed in Attachment A; attached hereto and made a part hereof.

II. Time of Performance

The schedule for performance of the work is included in Attachment A. The completion date schedule shall be adjusted to reflect the date of the written notice to proceed.

III. Compensation

The work will be performed for a fee guaranteed not to exceed the sum of \$74,863.00, as further detailed in Attachment A. The City shall not be liable for any cost, fee, or expenditure above the amounts set forth in this section. The above quoted fee includes an allowance for reimbursable expenses that comply with the requirements of the Agreement. Any eligible reimbursable expenses shall conform to the limitations of Florida Statue § 112.061.

IV. Sub-Consultants

The below listed sub-consultants are approved to work with Consultant as specified in the governing agreement.
Yazi, Inc.

July 21, 2004

WORK ORDER No. 02

Page 2

City of Miami



JOE ARRIOLA
City Manager

V. Budget and Funding

This work will be funded through the Homeland Defense Fund. An estimated construction cost of \$0.00 has been established for this project. Additional expenses, including design, construction inspections, and project administration bring the total budget of this project to \$74,863.

VI. OSHA (and ADA) Compliance

The Consultant will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. The Consultant shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s). Upon issuance of a notice to proceed, the Consultant shall contact the Risk Management Department at (305) 416-1800 to schedule the inspection(s).

The Consultant 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 and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, Consultant shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

VII. Documents Attached and/or Incorporated By Reference

The Work Order is deemed to incorporate by reference the terms and conditions of the documents identified below. The undersigned will perform this work in compliance with the provisions of those documents.

1. Attachment A – Work Order Proposal for the Project dated July 7, 2004 from Kimley-Horn and Associates, Inc. , including all Exhibits thereto.
2. The Professional Services Agreement for Landscape Architectural services between Kimley-Horn and Associates Inc. and the City of Miami dated June 3, 2004 .

Authorized by:

Accepted and Approved by:

for Mary H. Conway Date 8/13/04
Jorge C. Cano, P.E.
C.I.P. Deputy Director

Steven E. Leffon Date 8/4/04
Steven E. Leffon, ASLA, AICP
Managing Partner

July 21, 2004

WORK ORDER No. 02

Page 3

City of Miami



JOE ARRIOLA
City Manager

[Signature]
Witness

Date 7/22/04

[Signature]
Witness

Date 7-22-04

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

INSURANCE REQUIREMENT APPROVED:

[Signature]
Maria J. Chiare, Interim City Attorney

[Signature]

APPROVED

[Signature]
Dania F. Carillo, Administrator, Risk Management

JCC/DEJ/JBO/EDN/KAB

[Signature]



Kimley-Horn
and Associates, Inc.

July 7, 2004

Mr. Enrique Nunez, ASLA
City of Miami
Planning Department
444 SW 2nd Avenue
3rd Floor
Miami, FL 33130

**Re: Professional Consulting Services-
Miami River Greenway Regulatory Guidelines**

Dear Mr. Nunez,

Urban Resource Group a division of Kimley-Horn and Associates, Inc. (hereinafter referred to as "Consultant" or "URG") is pleased to submit this Work Order Proposal to provide professional consulting services to the City of Miami (hereinafter referred to as "City") for the preparation of a Regulating Plan consisting of Design Standards and Regulatory Guidelines for the development of a Miami River Greenway System (hereinafter referred to as "Regulating Guidelines") within the City of Miami's jurisdictional boundary. The term "Greenway" as used throughout shall refer to the proposed Miami River Greenway System, or individual segments or sections thereof.

SCOPE OF SERVICES

A. GENERAL SCOPE AND PROJECT UNDERSTANDING

1. Regulatory Guidelines Applicability and Purpose of Greenway

The Regulatory Guidelines prepared by Consultant are intended to apply to the entire corridor along the Miami River within the City, as defined and depicted in the Miami River Greenway Action Plan (hereinafter the "Plan"), adopted in principle by the City in May 2000. The Plan and current implementation efforts present the Greenway as a series of public trails, walkways, and bicycle paths that serve to connect hubs of activity within the River Corridor and to bring people to the water's edge at every possible opportunity. The hubs of activity are both of public and private developments, ranging from parks to office/commercial centers.

2. Foundation Documents

Consultant shall review and understand previously approved plans and documents that relate to and/or form the basis for the subject work. These documents include, but are not limited to existing City of Miami Design Standards and Guidelines for Baywalks and Riverwalks, the Miami River Greenway Action Plan, Schematic Design Documents and Preliminary (30%) Construction Documents prepared by Kimley-Horn and Associates, Inc. for the initial (2002-2005) phase of Greenway construction. Consultant shall additionally research, identify and analyze comparable design standards and guidelines currently in use by the City, other government agencies within South Florida, and the nation. Consultant shall inform itself of the City's current zoning, legal and other requirements that may affect the City's ability to successfully adopt and enforce the Regulatory Guidelines.



3. Purpose of Regulatory Guidelines

The City and Consultant concur that the purpose of the Regulatory Guidelines is to establish a set of standards for Greenway which create a consistent theme, character, appearance and quality that is unique to the Greenway and can be implemented as property is developed incrementally by different parties over time. The parties further concur that it is not the sole intent of these Regulatory Guidelines to regulate design, but to put in place a desired level of finish, palette of materials and consistency throughout the Greenway. Ultimately, the City, under the direction of the Planning & Zoning Department, intends to request that the City Commission adopt the Regulatory Guidelines as part of the City Code and/or Zoning Ordinance, as may be appropriate, so that the Regulatory Guidelines may effectively and legally steer the character of development of and relating to the Greenway.

4. Information Provided by the City

URG will coordinate with the Client on the specific information to be provided to URG by the Client. This information is anticipated to include:

- Existing survey or base information currently available for the study area.
- Copies of the City of Miami Design Standards and Guidelines for Baywalks and Riverwalks.

B. THE FORM OF THE GUIDELINES

1. General

The Regulatory Guidelines will be prepared in two (2) parts. The first part will focus on preparing standards for the various elements within the public right-of-way identified as the Greenway route in the Miami River Greenway Action Plan. The second part will focus on preparing standards for portions of the Greenway developed on both public and private property that lies directly on the River.

Consultant shall prepare the Regulatory Guidelines in sufficient detail to generally portray recommended dimensions, spacing, physical characteristics and quality of Greenway features, including, without limitation, pedestrian and bicycle pathways, sidewalks, promenades, plazas, riverwalks, crosswalks, on street parking configurations, transition areas, safety elements, lighting, landscaping, streetscape and site furnishings, signage, roadway configurations, and for properties that will have a Greenway directly on the river, at the water's edge, a conceptual site layout showing the relationship of Greenway to structures, building setbacks and suggested building frontage.

To the extent deemed necessary by the City Planning & Zoning Department, Consultant shall identify variations to the Regulatory Guidelines that may be applicable to particular areas or neighborhoods along the River, or may differentiate Regulatory Guidelines along the same lines identified in the Plan that is, Upper, Middle and Lower River areas. Variations in Regulatory Guidelines requested by the City after the 30% review shall be billed as additional services.

2. Right-of-Way Regulatory Guidelines

The Consultant will research, prepare and recommend a set of design standards and guidelines for the various elements identified in B1 above to be located within the public right-of-way to establish a cohesive design theme for the Greenway throughout the River Corridor.

- a. Project Map – The consultant will develop an illustrative project map that will identify the right-of-way which is subject to the proposed regulatory guidelines, and



will serve as a key map for the enlargement diagrams which will be developed as part of this scope.

- b. Typical Illustrative Enlargement Diagrams – The consultant will develop up to three (3) typical enlargement diagrams (one for each River Area, identified as the: Upper, Middle, and Lower River Areas) to illustrate the desired design intent of the Greenway elements. These diagrams will consist of a plan drawing and a cross section elevation drawing for each of River Area..

- c. Street and Site furniture – The consultant will develop a palette for each River Area including specifications and unit costs for the following elements:

- Benches
- Trash Receptacles
- News Racks
- Bicycle Racks
- Bollards
- Wayfinding System and signage (based on current wayfinding study by others)
- Pedestrian Lighting
- Landscape Accent Lighting

The street and site furniture pallet will be submitted as part of the 30% submittal. Once approved the street and site furniture pallet be incorporated in the 90% submittal and ultimately the final deliverables.

- d. Landscaping – The consultant will develop a palette of plant materials including specifications and unit costs for the following elements:

- Canopy Trees
- Palms
- Understory Planting (Shrubs, Vines and Groundcover)

The landscape pallet will be submitted as part of the 30% submittal. Once approved, the pallet will be incorporated in the 90% submittal and ultimately the final deliverables.

- e. Hardscape –The Consultant will develop a pallet for hardscape treatments including specifications and unit costs for the following:

- Sidewalks
- Pedestrian/ Bicycle Paths
- Tree pits
- Promenades
- Riverwalk
- Crosswalks
- Plazas
- Street intersections
- On-Street Parking Configurations
- Safety elements

The two (2) options will be submitted as part of the 30% submittal. Once approved, the hardscape pallet will be incorporated in the 90% submittal and ultimately the final deliverables.



3. **Riverfront Greenway Design Regulatory Guidelines**

The Consultant will research and prepare a set of design standards and guidelines that specifically address the implementation of the Greenway on riverfront property.

- a) Development Scenarios – The consultant will evaluate up to three (3) development scenarios that illustrate the desired design intent for development. The detail of development scenarios will be selected by the City and will include typical single family and multi-family residential, mixed-use, office/commercial, and/or industrial areas. The scenarios will identify the positive physical and locational characteristics desirable for the inclusion of a Greenway within public and private developments fronting the River. These characteristics shall include:
 1. Façade Transparency
 2. Façade Articulation
 3. Building Frontage
 4. Public Accessibility
 5. General spatial relationship of Greenway to other structures and buildings.
 6. Other Greenway Elements (landscaping, lighting, etc.)

- b) Palette and Specifications
Same as for B2 above

C. **TASKS**

1. **Research & Consultation**

The Consultant will attend up to nine (9) meetings with the following stakeholders as part of this task:

- Two (2) meetings with the City of Miami Planning and Zoning Department.
- One (1) meeting with each of the following stakeholders for a total of three (3) meetings: BOB member, TPL, and MRC Greenway Subcommittee,
- Two (2) meetings with area neighborhood associations.
- One (1) meeting with developers.

2. **30 % Review of Regulatory Guidelines** (with Planning & Zoning Department, Law Dept, City of Miami Public Works Dept., FDOT District VI, and Miami-Dade County Public Works Dept.)

The Consultant will revise Regulatory Guidelines per the review comments.

3. **90% Review of Regulatory Guidelines** (with Planning & Zoning Department, Law Dept, City of Miami Public Works Dept., FDOT District VI, and Miami-Dade County Public Works Dept.)

The Consultant will revise Regulatory Guidelines as per the review comments. The 90% submittal shall be in a form and finished state appropriate for use in public presentations.

4. **Public Presentations**

The Consultant will attend the following public presentations as part of this scope:

- a. One (1) presentation to the Bond Oversight Board
- b. One (1) presentation to the Greenway Subcommittee of the Miami River Commission
- c. One (1) presentation to the Miami River Commission



- d. One (1) presentation to the City of Miami Planning Advisory Board
- e. One (1) presentation to the City of Miami HEP Board
- f. One (1) presentation to the City of Miami Commission

The Consultant will address reasonable comments received during these meetings and revise the Regulatory Guidelines accordingly after consultation with City staff.

D. DELIVERABLES

The Consultant will provide the items listed below as the final deliverables. Progress documents will be submitted to City for review and approval at 30% and 90%.

- a. A color workbook (11"x17") to include the all Greenway elements defined in Section B1 above. The consultant will provide ten (10) hard copies of the report in color, and a digital version in both an Adobe Acrobat (PDF) and MS Publisher or MS Word (.doc) format.
- b. A narrative description of the Regulatory Guidelines suitable for incorporation into a legislative document, in an MS Word (.doc) format.
- c. A slide presentation in Microsoft PowerPoint format to show at the public presentations.

E. TIME OF PERFORMANCE

The Consultant will provide the above mentioned services according to the following schedule. Modifications to the schedule may be affected only upon the advance approval of the City's Project Manager or Planning Director after receipt of justification deemed acceptable to the City Planning Director. Consultant is not responsible for delays caused by others or untimely review of deliverables by the City.

Notice to Proceed – Assume August 9, 2004

Task 1 – Right-of-Way Regulatory Guidelines – 3 months (August. 9, 2004 – Oct. 8, 2004) This excludes review time from the above mentioned agencies.

Task 2 – Riverfront Greenway Regulatory Guidelines – 2 months – assuming a 2 week review period from the above mentioned agencies.. (Oct 11, 2004 – Dec. 11, 2004).

Public Meeting #1 – Bond Oversight Board – December, 2004

Public Meeting #2 – Greenway Subcommittee – December, 2004

Public Meeting #3 – Miami River Commission – January, 2004

Public Meeting #4 – City of Miami HEP Board - January, 2004

Public Meeting #5 – City of Miami Planning and Zoning Board – January, 2004

Public Meeting #6 – City of Miami Commission – February, 2004

G. COMPENSATION



Kimley-Horn
and Associates, Inc.

The Consultant will accomplish the services outlined above for the guaranteed not to exceed fee of **\$74,863.00**. Office expenses have been included within the lump sum amount and would include in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, word processing, and cellular telephone use. The following is a summary break down of the fee per task. Refer to the attached exhibits for further breakdowns by task and personnel.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
<i>A2</i>	<i>Foundation Documents Research</i>	\$5,893.00
<i>B2</i>	<i>ROW Regulatory Guidelines</i>	\$32,998.00
<i>B3</i>	<i>Riverfront Greenway Regulatory Guidelines</i>	\$27,349.00
<i>C4</i>	<i>Public Presentations</i>	\$8,623.00
Total Lump Sum		\$74,863.00

Interim project billing will be monthly and such billings will be due and payable within 25 days.

H. CLOSING

URG will perform the services described above for a lump sum fee noted above. Please refer to the attached exhibits for further fee explanation.

The approved Sub-Consultants as indicated in Paragraph 16 Sub-Consultants in the Professional Services Agreement between Urban Resource Group and the City of Miami are:

Yazi, Inc. (Wayfinding/ Signiage)

URG (a division of Kimley-Horn and Associates, Inc.) is providing the “Not To Exceed” fixed fee according with Paragraph 10 Compensation in the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami. See attached “Exhibit A” (Staff Hours & Fee Schedule), “Exhibit B” (Sub-Consultants Staff Hours, Not Applicable).

URG Additional Services shall be according with Paragraph 13 Extra Work Expenses in the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami. See attached “Exhibit A”.

URG professional services proposal includes the Project Drawings Deliveries. See attached “Exhibit C”.

URG Professional Services Proposal includes the Project Timeline/Schedule. See attached “Exhibit D”.

This proposal shall provide Professional Services in accordance with the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami.

This proposal is used as the instrument to present specifics under Paragraph 3 -Subject Matter, Paragraph 4-Definitions and Paragraph 5 – Services as indicated in the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami.

I appreciate this opportunity to submit a letter agreement. Please contact me at (305) 673-2524 if



Kimley-Horn
and Associates, Inc.

you have any questions.

Cordially,

URBAN RESOURCE GROUP

A division of Kimley-Horn and Associates, Inc.

Steven E. Lefton, ASLA, AICP
Managing Partner

Bruno P. Carvalho, ASLA, AICP
Project Manager

In agreement:

CITY OF MIAMI

Agreed to this _____ day of _____, 2004.

By: _____

Title _____

Attest: _____

O:\miami_la\Greenway MP\GreenwayGuidelines_Scope5.doc

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 10/27/04 DISTRICT: 3
NAME OF PROJECT: SOUTHSIDE PARK - SITE FURNISHING
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco (305)416-1253
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$5,000 (\$60,000 total allocated, remaining balance is \$ 49,000)
SOURCE OF FUNDS: HDNI bonds - Neighborhood Parks Improvements
ACCOUNT CODE(S): CIP # 331419

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

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Ed Blanco 305.416.1253

DESCRIPTION OF PROJECT: PlayArmour Tops & Painted Frame 8' Accessible Picnic Table. Installation of 18'X16' concrete slab (Sq.Ft.). Installation of 60'X5' sidewalk to slab. Service-Excavation of 10 cubic yards. Service-Fill for site leveling, compacted (cu.yards)

ADA Compliant? [] YES [] NO [] N/A

Approved by Audit Committee? [X] 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: Project Piggybacking from Miami-Dade County Contract #4907-2/03-2
Concrete slab and walkway around playground will be for ADA compliance. Courts resurfacing are already done.
The rest of the money is to be used elsewhere if possibly in District 3. Miami High Bungalow building is in need of funds for renovations. Board Asked City Grants Administration to look at this issue.

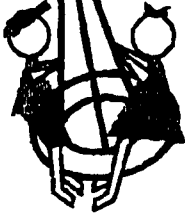
APPROVAL: [Signature] DATE: 10/27/04
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials [X] YES [] NO

SITE FURNISHING

PLAYMORE

Recreational
Products &
Services



QUOTATION

DATE	QUOTE #
8/17/2004	5653A

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33912
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free

NAME / ADDRESS
Jose Cerdan City of Miami, FL 33130 P: 305-416-1304 F: 305-416-2154

APPROX SHIP	TERMS	FOB	REP	PROJECT		
10/15/2004	Net 30	Origin	JDX	Southside Park ADA Table		
ITEM	DESCRIPTION			QTY	COST	SUB-TOTAL
1406	Playworld. PlayArmour Tops & Painted Frame. 8" Accessible Picnic Table.			1	560.00	560.00
1409	Playworld. Picnic Table Hold-Down Kit.			1	30.00	30.00
Discount	Discount. Miami-Dade County Contract No. 4907-2/03-2.				-2.95	-2.95
Freight	Playworld. Deliver to Miami, FL 33130. [241 lbs, \$251.85 value]				0.00	0.00
	Does not include installation nor any other products or services					
				SUB-TOTAL		\$587.05
				SALES TAX (7.0%)		\$0.00
				TOTAL		\$587.05

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

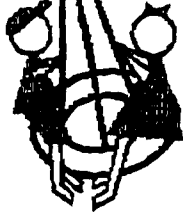
Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales Tax will be charged unless a copy of a valid Sales Tax Exemption Certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

This proposal is for equipment only. Sealed engineered drawings (typically \$750) and additional insured status (typically \$300) are available for an additional charge unless otherwise noted. Installation, site work, etc. are not included and if desired will be quoted and contracted separately.

ACCEPTANCE SIGNATURE _____ DATE _____ P.O. # _____

PLAYMORE

Recreational
Products &
Services



QUOTATION

DATE	QUOTE #
8/12/2004	5654

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33912
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free

NAME / ADDRESS
Jose Cerdan City of Miami, FL 33130 P: 305-416-1304 F: 305-416-2154

TERMS	REP	PROJECT
Net 30	JLG	Southside Park Concrete Work

ITEM	DESCRIPTION	QTY	COST	TOTAL
Installation	18' X 16' concrete slab. [Sq. Ft.]*	288	4.00	1,152.00
Installation	60' X 5' sidewalk to slab.*	300	4.00	1,200.00
	* Contract: Miami Dade No. 4907-2/03-2			
Service	Excavation of 10 cubic yards.	10	29.00	290.00
Service	Fill for site leveling, compacted. [cu. yds.]	17	49.00	833.00
	Does not include any other products, materials or services.			
			SUB-TOTAL	\$3,475.00
			SALES TAX (7.0%)	\$0.00
			TOTAL	\$3,475.00

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice.

This proposal is for installation and related services only. No equipment is included in this proposal. Cost for building permits are not included. If required, customer is responsible for charges. Sealed engineered drawings (typically \$750) and additional insured status (typically \$300) are available for an additional charge unless otherwise noted.

A signed "Installation Terms and Conditions" must be completed. If this is not completed and this proposal is accepted, the "Installation Terms and Conditions" will become in effect as is without customer changes and/or notations.

ACCEPTANCE SIGNATURE _____ DATE _____ P.O. # _____

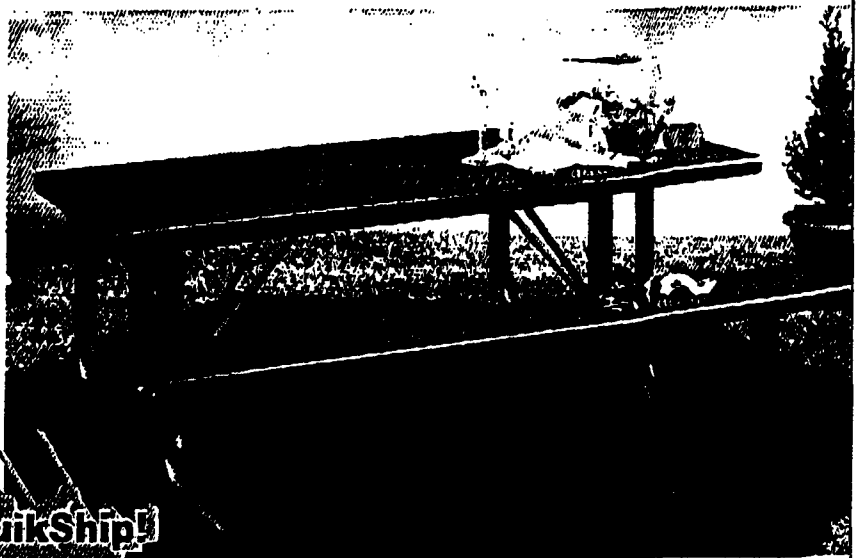
6' (1,83M) PICNIC TABLE

PlayArmour™ Tops and Frame
 ZZXX1401 (Shown) \$520

Size: 6' x 5'1" x 2'5" (1,83m x 1,55m x 0,74m)
 Weight: 200.08 lbs. (90,76kg)

PlayArmour™ Tops and Painted Frame
 ZZXX1402 \$510

Size: 6' x 5'1" x 2'5" (1,83m x 1,55m x 0,74m)
 Weight: 277.08 lbs. (100,74kg)



QuikShip!

Model ZZXX1401 shown with Hunter Green tops and frame.

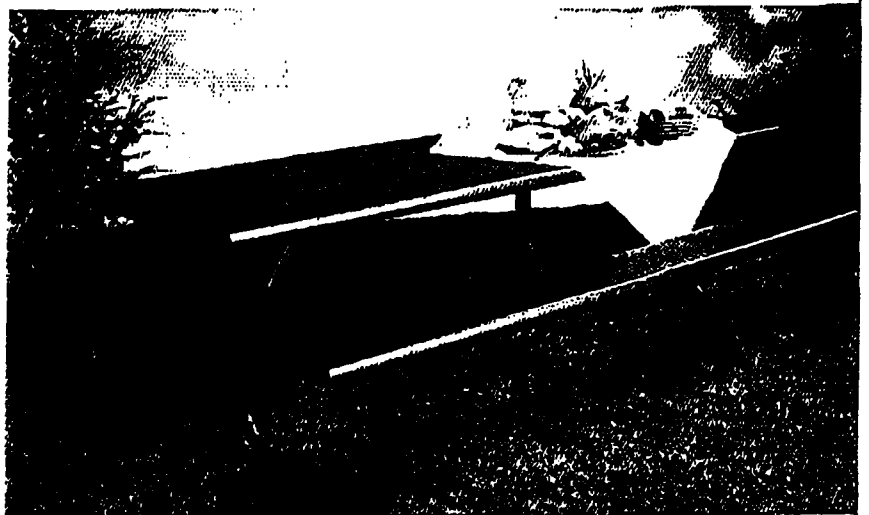
8' (2,40M) PICNIC TABLE

PlayArmour™ Tops and Frame
 ZZXX1403 (Shown) \$570

Size: 8' x 5'1" x 2'5" (2,44m x 1,55m x 0,74m)
 Weight: 234.58 lbs. (106,41kg)

PlayArmour™ Tops and Painted Frame
 ZZXX1404 \$560

Size: 8' x 5'1" x 2'5" (2,44m x 1,55m x 0,74m)
 Weight: 256.58 lbs. (116,38kg)



Model ZZXX1403 shown with Brown tops and frame.

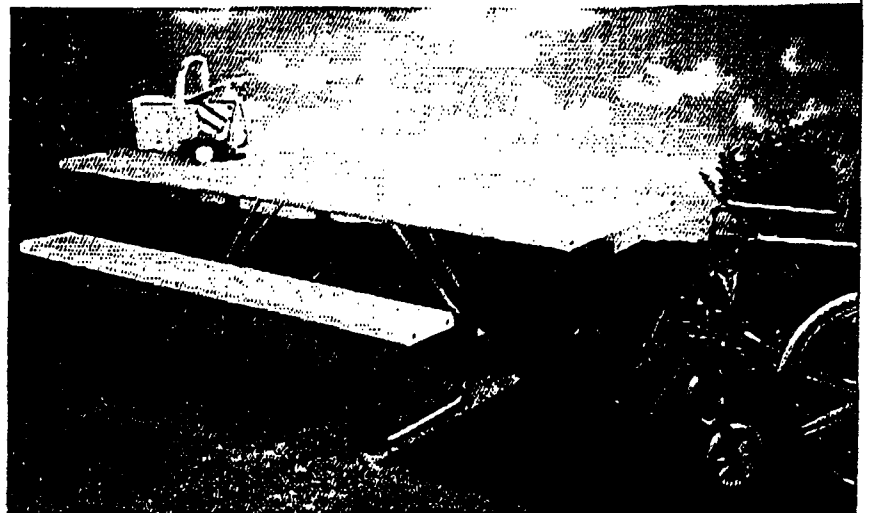
8' (2,40M) ACCESSIBLE PICNIC TABLE

PlayArmour™ Tops and Frame
 ZZXX1405 (Shown) \$570

Size: 8' x 5'1" x 2'5" (2,44m x 1,55m x 0,74m)
 Weight: 217.18 lbs. (98,51kg)

PlayArmour™ Tops and Painted Frame
 ZZXX1406 \$560

Size: 8' x 5'1" x 2'5" (2,44m x 1,55m x 0,74m)
 Weight: 239.18 lbs. (108,49kg)



Model ZZXX1405 shown with Beige tops and Deep Grey frame.

HOLD DOWN KIT NOT SHOWN

1 - 8 0 0 - 2 3 3 - 8 4 0 4

1 - 5 7 0 - 5 2 2 - 9 8 0 0

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

OCTOBER 2004 DEPARTMENT OF PARKS AND RECREATION PROPOSED PROJECT FUNDING

<u>PARK</u>	<u>PROJECT</u>	<u>B-No.</u>	<u>\$ REQ.</u>	<u>BUDGET</u>	<u>ORIG. SCOPE</u>	<u>INITIATED BY</u>
1) Southside 100 SW 11 Street	Site Furnishings		\$5,000	\$60,000	Scope Change	Staff

Total Approvals Requested : \$5,000



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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? [X] 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, HAVC, 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: [Signature] DATE: 10/27/04
BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM

Department of Capital Improvements

City of Miami

Date Prepared:
Revised Date:
Revised Date:
Revised Date:

PROJECT NAME: POLICE HEADQUARTERS SHOWER REHABILITATION AND ADA UPGRADES		
ADDRESS / LOCATION: 400 NW 2 AVENUE MIAMI, FL.	PROJECT No.:	B-72926
NET OFFICE: Downtown	DISTRICT:	D2
CLIENT DEPT: Police	EST. PROJECT COST:	\$602,245
CLIENT CONTACT: MARTIN GARCIA	TEL.: 305 796 5150	ALLOCATED FUNDS: \$0
PROJECT MANAGER: J. A. BRIZ	TEL.: 305 4161209	PROCUREMENT:
CONSTR. MANAGER: ROGER HATTON	TEL.: 305 4161261	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START:	EST. BID ADV.:	EST. CONSTRUCTION START:
EST. DESIGN END:	EST. AWARD DATE:	EST. CONSTRUCTION END:

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant		Prime Consultant: <u>C3TS</u>
1	Basic Fees:	7.6%	\$35,052
2	Additional Services:	0.0%	\$0
	SUB-TOTAL:		\$35,052
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:	
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
E.	Special Fees / Assessments:		
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
PRODUCTION PHASE TOTAL:			\$35,052

CONSTRUCTION PHASE			
F.	Construction:		JOC Contractor: <u>CARIVON CONSTRUCTION</u>
1	Construction Estimate:		\$464,262
2	Contingency Allowance:	10.0%	\$46,426
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:		\$510,688

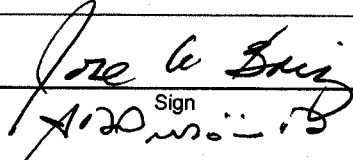
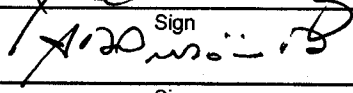

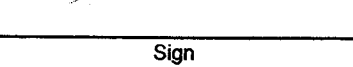
PROJECT COST ESTIMATE

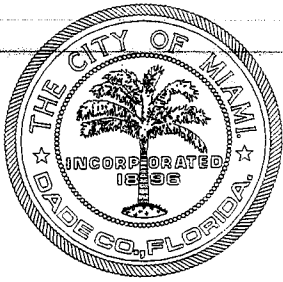
PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees			
	1	City of Miami Permits:	Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees:		
	3	Miami-Dade County Archeological Monitoring:		
	4	Other:		
	SUB-TOTAL:			\$0
	CONSTRUCTION PHASE TOTAL:			\$510,688
	CONSTRUCTION ADMINISTRATION			
	H	Construction Inspection Services - CIP:	5.6%	\$26,208
	I	Construction Mgmt. - Industry Partner:	0.0%	\$0
	J	Construction Engineering Observer (CEO) - Industry Partner	0.0%	\$0
	K	JOC Administration	3.2%	\$14,977
	CONSTRUCTION ADMINISTRATION TOTAL:			\$41,185
	ADMINISTRATIVE EXPENSES			
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.3%	\$15,321
M	Industry Partner Program Mgmt. Support:	0.0%	\$0	
ADMINISTRATIVE EXPENSES TOTAL:			\$15,321	
LAND ACQUISITION EXPENSES				
N	Land Cost:			
O	Transaction Costs:	0.0%	\$0	
LAND ACQUISITION TOTAL:			\$0	
GRAND TOTAL - ESTIMATED PROJECT COST:			\$602,245	

PROJECT SCOPE	
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NOTES	
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FUND SOURCES	Fund: DESIGN	CIP # 312025	Fiscal Year Available	Amount:
	Fund: CONSTRUCTION LOCKER ROOM	CIP # 312025		Amount:
	Fund: <i>Homeland Defense</i>	CIP # <i>312048</i>		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	TOTAL ALLOCATED AMOUNT:			

VALIDATION	Project Manager:	J. A. BRIZ		Sign	Date: 9/27/2004
	Sr. Project Manager:	J.B. ORDONEZ		Sign	Date: 9/30/04
	Reviewed by:	PILAR SAENZ CIP Budget Administrator		Sign	Date: 9-30-04
	Accepted by:	J. F. TIMONEY Director of the Client Department		Sign	Date:



City of Miami

Department of Capital Improvements
444 Southwest 2nd Avenue
8th Floor
Miami, Florida 33130

MEMORANDUM

To: Mary Conway, P.E. – Director of Capital Improvement Program

From: Roger Hatton, HDR Engineering

CC: Neal Poteet, Will Suero

Date: October 14, 2004

Subject: B -72903: Police Headquarter's Restroom ADA Modification Phase 1 Locker

As requested by City of Miami Capital Improvements, Carivon Construction Corporation has submitted a proposal to Renovate the Police Headquarter's Restroom and Locker Phase I on the 1st Floor.

The general scope of this work 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 floor drains, HVAC ductwork, diffusers, fans, electrical work, and relocate fire sprinklers.

The construction estimate from the Project Analysis Form is \$ 291,000 that includes the Contingency Allowance of \$ 26,500.

The Final negotiated construction cost for this project is **\$ 447,866.51**. The difference between the construction estimate and the JOC contractor is + \$ 156,866.51. The areas that the estimate did not consider is the following: The sauna has one (1) sole source distributor, the plumbing fixtures are high end, vandal-proof, prison type fixtures that are fully automated, the locker room has porcelain tiles and some marble tiles, and the floor drains need to be replaced instead of using the existing in order to bring the floor up to code. Additionally, the floor needs to be leveled and sloped for proper drainage.

We recommend that the City of Miami approve the final negotiated construction cost of \$ 447,866.51 from the JOC contractor, Carivon Construction Corporation.



Job Order Approval

Job Order Construction Contracting
City of Miami, Florida

CONTRACT	CITY JOB ORDER CONTRACT WITH		Carivon Construction Company			
	Contract Effective Dates: START 08/01/2004		END: 07/31/2005	Master Contract No.	14-03104	Resolution
	CITY JOB ORDER NUMBER 003.B72903.00			Prior Job Orders Issued Number: 002.tba.00		Value \$18977.54
CONTRACTOR	OFFICE LOCATION 12171 S.W. 131 Ave					
	CITY Miami			STATE FL		ZIP: 33186
	CONTACT NAME: Carlos Hernandez			TITLE Vice-President		
	See Subcontractor's List in Project File					
PROPOSAL	PROJECT NAME: Police Headquarters Restroom ADA Mods Phase 1 Lockers			PROJECT NUMBER: 003.B72903.00		
	BRIEF SCOPE OF WORK Remodel the Men and Women locker rooms at the police headquarters as per the designs provided. <i>As further detailed in Contractor's attached JOC Proposal</i>					
	Contractor Proposal Date			Contractor Project Manager: Carlos Hernandez		
	TOTAL JOB ORDER AMOUNT(MAXIMUM)		\$447,866.51			
	WORK ORDER EFFECTIVE DATE : 10/04/2004			REQUIRED COMPLETION		
ED	OTHER NOTES					
	FUNDING SOURCE(S)		\$			
	This work order shall be performed in accordance with the above - reference contract, and incorporates by reference all documents described below: 1. Contract reference above 2. Proposal referenced above 3. Requirements of City Authorization 4. Other (List)					
FUNDING INCORPC DOCUMENTS						
APPROVALS		Name	Signature	Title	Date	
	Approved By	Roger Hatton	<i>Roger Hatton</i>	Project Manager		
	Approved By	Mary Conway	<i>Mary Conway</i>	Director	10/15/04	
	Accepted By Contractor	Carlos Hernandez	<i>Carlos Hernandez</i>	Vice-President	10/18/04	



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 10/27/04 DISTRICT: 5
 NAME OF PROJECT: **BLACK POLICE PRECINCT & MUSEUM RESTORATION**
 INITIATING DEPARTMENT/DIVISION: CAPITAL IMPROVEMENTS
 INITIATING CONTACT PERSON/CONTACT NUMBER: Jorge Cano (305) 416-1282
 C.I.P. DEPARTMENT CONTACT: Jorge Cano
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 311715, 327001, 888935
 ADDITIONAL PROJECT NUMBER: B-30299

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$1,715,800 (\$415,800-D5 Quality of life #311715/\$1,000,000-Historic Preservation Initiatives #327001/ \$300,000 Fla. Bureau of Historic Resources #888935 Grant)
 SOURCE OF FUNDS: D-5 Quality of life, Historic Preservation Initiatives and Fla. Bureau of Historic Resources
 ACCOUNT CODE(S): CIP # 311715, 327001, 888935

If grant funded, is there a City match requirement? YES NO
 AMOUNT: \$280,000 EXPIRATION DATE: June 30, 2005
 Are matching funds budgeted? YES NO Account Code(s): #327001 Historic Preservation Initiatives
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Jorge Cano / CIP

DESCRIPTION OF PROJECT: The scope consist of rehabilitation of the building for use as classrooms and public meeting space to include, selective demolition, re-roofing, Restoration replacement of windows and doors, renewal of finishes and related architectural and engineering services.

ADA Compliant? YES NO N/A
 Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
 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:

APPROVAL:  DATE: 10/27/04
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM
 Department of Capital Improvements
 City of Miami

Date Prepared:	4/27/2004
Revised Date:	10/27/2004
Revised Date:	
Revised Date:	

PROJECT NAME: BLACK POLICE PRECINCT & MUSEUM RESTORATION		
ADDRESS / LOCATION: 1009 NW 5 Avenue	PROJECT No.:	B-30299
NET OFFICE: Downtown	DISTRICT:	D5
CLIENT DEPT: Community Development	EST. PROJECT COST:	\$1,715,800
CLIENT CONTACT: B. Gomez-Rodriguez	TEL.: (305) 416-1978	ALLOCATED FUNDS: \$1,715,800
PROJECT MANAGER: Alberto Corrales	TEL.: (305) 416-1296	PROCUREMENT: JOC
CONSTR. MANAGER: Roger Hatton	TEL.: (305) 416-1261	PROJECT TEAM: Vertical
INSPECTOR / CEO: TBA	TEL.: TBA	
EST. DESIGN START: 10/19/2001	EST. BID ADV.: 10/1/2004	EST. CONSTRUCTION START: 11/29/2004
EST. DESIGN END: 4/13/2004	EST. AWARD DATE:	EST. CONSTRUCTION END: 7/29/2005

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant	Prime Consultant: <u>R.J. Heisenbottle Architects</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:		
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
E.	Special Fees / Assessments:		
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
PRODUCTION PHASE TOTAL:			\$0
CONSTRUCTION PHASE			
F.	Construction:	JOC Contractor: <u>F.H. Paschen, S.N. Neilsen</u>	
1	Construction Estimate:		\$1,395,000
2	Contingency Allowance:	10.0%	\$139,500
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
			SUB-TOTAL: \$1,534,500



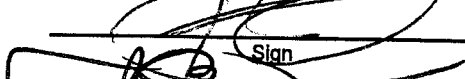

PROJECT COST ESTIMATE

PROJECT COST ESTIMATE	G City and other Govt Agencies Permit Fees			
	1	City of Miami Permits: <input type="checkbox"/> 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
			CONSTRUCTION PHASE TOTAL:	\$1,534,500
	CONSTRUCTION ADMINISTRATION			
	H	Construction Inspection Services - CIP:	5.0%	\$69,750
	I	Construction Mgmt. - Industry Partner:	5.0%	\$69,700
J	Construction Engineering Observer (CEO) - Industry Partner	0.0%	\$0	
K	JOC Administration	0.0%	\$0	
		CONSTRUCTION ADMINISTRATION TOTAL:	\$139,450	
ADMINISTRATIVE EXPENSES				
L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0%	\$41,850	
M	Industry Partner Program Mgmt. Support:	0.0%	\$0	
		ADMINISTRATIVE EXPENSES TOTAL:	\$41,850	
LAND ACQUISITION EXPENSES				
N	Land Cost:			
O	Transaction Costs:	0.0%	\$0	
		LAND ACQUISITION TOTAL:	\$0	
		GRAND TOTAL - ESTIMATED PROJECT COST:	\$1,715,800	

PROJECT SCOPE	<p>The project consists of the restore to its original condition of an existing building to be used as both museum and community center. Include structural repairs, new mechanical and electrical equipment.</p>
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NOTES	<p> </p>
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FUND SOURCES	Fund: Quality of life (HD)	CIP # 311715	<small>Fiscal Year Available</small>	Amount: \$415,800
	Fund: Historic Preservation (HD)	CIP # 327001		Amount: \$1,000,000
	Fund: Fla. Bureau of Historic Resources (GRANT)	CIP # 888935		Amount: \$300,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
			TOTAL ALLOCATED AMOUNT:	\$1,715,800

VALIDATION	Project Manager: <u>Alberto J. Corrales, P.E.</u>	 Sign	Date: <u>10/27/2004</u>
	Sr. Project Manager: <u>Fernando Paiva</u>	 Sign	Date: <u>10/27/04</u>
	Reviewed by: <u>Pilar Saenz</u> CIP Budget Administrator	 Sign	Date: <u>10-27-04</u>
	Accepted by: <u>[Signature]</u> Director of the Client Department	 Sign	Date: <u>10/27/04</u>

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into as of October _____, 2003, by and between the City of Miami, a municipal corporation of the State of Florida ("City"), and the City of Miami Retired Police Officers Community Benevolent Association, a Florida not-for-profit corporation ("Association"). For the purposes of this Memorandum, the City and the Association are collectively referred to as "Parties".

Recitals

WHEREAS, in 1944, the City of Miami, under the era of "separate but equal", established the nation's first Negro Police Precinct and it was housed in the dentistry offices of Dr. I.P. Davis; and

WHEREAS, in 1950, the City of Miami constructed on the corner of N.W. 11th Street and N.W. 5th Avenue the nation's first Negro Municipal Courthouse and Police Precinct Station and the courthouse and station had its own clerk and bailiff; and

WHEREAS, the legendary Judge Lawson E. Thomas, the first Black judge in the South since Reconstruction, and other Black judges, including Judge John D. Johnson, Judge Henry Arrington, Judge Harold Brayton, and Judge Donald Wheeler Jones presided in the courtrooms; and

WHEREAS, pursuant to Resolution 31652, effective February 3, 1960, the City directed the transferred the Municipal Court and its jail and stockade operations to the Miami-Dade County and the municipal court was abolished in 1964; and

WHEREAS, for over forty years, this City-owned facility has remained vacant and had become a blight on the community

Whereas, the building is located near the Jefferson Reeves Health Clinic, the Athalie Range Mini-Park and several elementary schools and Booker T. Washington High School; and

WHEREAS, since 2001, the City of Miami Retired Police Officers Community Benevolent Association ("Association"), consisting of the former police officers that were stationed at the "Negro Police Precinct", has been working with the City to restore the precinct and courthouse and create a Black Police Precinct & Courthouse Museum; and

WHEREAS, the Association has procured an architect to make drawings for the restoration of the precinct and courthouse and has raised approximately \$700,000 towards this project; and

WHEREAS, the Department of Community Development has committed approximately \$400,000 towards this project; and

WHEREAS, the building has been designated as a historic landmark; and

WHEREAS, the City has committed to allocate over \$1 million of Capital Improvement Program ("CIP") funding towards this project, through its historic preservation funds, and the CIP Department has agreed to expedite the reconstruction and restoration of this building; and

WHEREAS, once the building becomes operational again, the City will maintain the building; and

WHEREAS, once the building becomes operational the City will provide the Association an opportunity to assist the City in developing a plan for interim management of the building; and

WHEREAS, once this building is restored, it will be operational for use of the community and will be used to commemorate ~~this~~ legacy in the City's history; and

WHEREAS, the Association shall deliver to the City fully permitted plans for project, has agreed to continue to assist the City in the restoration project and has committed to raise additional funds so that this project is realized.

The Parties Agree as Follows:

1. The building which housed the former "Negro Municipal Courthouse and Police Precinct Station" is owned by the City of Miami.
2. The City has already committed or will commit approximately \$400,000 from its CDBG funds towards the project.
3. The Association shall provide the City's Department of Capital Improvement Programs with fully permitted plans for the restoration of the building.
4. Upon receipt of the fully permitted plans for the restoration of the building, the City's Capital Improvement Programs will work, expeditiously, towards the restoration of the building.
5. The Association has applied for and has been awarded a grant for \$300,000 from the funds that it will receive from the Grants and Education Section of the Bureau of Historic Preservation of the Division of Historical Resources and the Association will donate those funds to the City towards the project.
6. After building is restored the City will maintain the building under its Department of Parks and Recreation.

7. The City shall accept the donations from the Association and any other members of the community towards this project.

8. The Association has committed to continue its efforts in assisting the City in the restoration of the building and opening the building to the community.

9. After the building is restored the City will determine how and by whom the building will be managed, but will give the Association the opportunity to participate in the process.

In consideration of the above-referenced recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree to be bound by the terms of this Memorandum.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum as of the day and year first above written.

ATTEST:

City of Miami Retired Police
Officers Community Benevolent
Association, a Florida not-for-profit
corporation

OTIS DAVIS
Print Name:
Print Title: PRESIDENT

OTIS DAVIS
Otis Davis
President

ATTEST:

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

Priscilla A. Thompson
for: Priscilla A. Thompson
City Clerk

Joe Arriola
Joe Arriola
City Manager

APPROVED AS TO FORM AND
CORRECTNESS

APPROVED AS TO INSURANCE
REQUIREMENTS

Alejandro Vilarello
Alejandro Vilarello
City Attorney

APPROVED

Ramona Fiumurra
Ramona Fiumurra, Acting Director
Risk Management

Historic Preservation Grant Award Agreement
Special Category Grants
Grant No. SC449

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the City of Miami Retired Police Officers Community Benevolent Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as the Grantee, relative to the Historic Black Police Precinct and Courthouse, hereinafter referred to as the Project, and is entered into this 5 day of November, 2004.

The Department is responsible for the administration of grant-in-aid assistance for historic preservation purposes under the provisions of Section 267.0617, Florida Statutes. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with Chapter 1A-35, Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of \$300,000.00 (three hundred thousand dollars) have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

1. **Scope of Work**

The Project shall include the following authorized project work:

Rehabilitation of the building for use as classrooms and public meeting space to include:

 - a. Selective demolition;
 - b. Reroofing;
 - c. Restoration replacement of windows and doors;
 - d. Renewal of finishes; and
 - e. Related architectural and engineering services.
2. **Grant Period**

The grant period is effective on the date of the final signing of the Grant Award Agreement by all parties and ends on June 30, 2005. All grant funds must be expended or be encumbered under the terms of a binding contractual agreement by the Agreement ending date.
3. **Disbursement of Funds**
 - a. Grant funds may be paid in four installments. Grantees shall submit the four signed Requests for Advanced Payment forms with this signed Grant Award Agreement to initiate the grant. The first installment may be requested by the Department upon full execution of the Grant Award Agreement, and for those projects requiring Restrictive Covenants, submission of a complete copy of the Restrictive Covenants showing that it has been recorded by the appropriate Clerk of the Circuit Court. The second payment may be requested after the beginning of the second state fiscal quarter. The third payment may be requested after the beginning of the third state fiscal quarter and receipt of the project progress and expenditure report for the Project's first reporting period. The final payment of grant funds may be requested when the Grantee demonstrates that the funds have been encumbered under the terms of binding contractual agreement or agreements, review and approval of project plans and specifications by the Department, and confirmation of the Grantee's local cost share. However, this payment schedule shall be subject to the timely filing of required reports and to any special conditions required by the Office of the Comptroller of the State of Florida.
 - b. The Grantee shall temporarily invest surplus grant funds in an interest bearing account, and interest earned on such investments shall be returned to the Department quarterly.

4. **Accounting Requirements**

The Grantee shall maintain an accounting system which provides for a complete record of the use of all grant funds. This accounting system shall provide for:

- a. Accurate, current, and complete disclosure of the status of all grant funds.
- b. Records that identify adequately the application of funds for all activities related to the grant. In the absence of a proper accounting system with amounts detailing the application of funds, a separate checking account, containing only grant funds or specifically designated for grant funds, may be used.
- c. Effective control over and accountability for all funds, property, and other assets.
- d. Accounting records that are supported by source documentation (i.e., invoices, bills, cancelled checks) and are sufficiently detailed to allow for a proper preaudit and postaudit.

5. **Retention of Accounting Records**

- a. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five years after the end of the grant period. If any litigation or audit is initiated, or claim made, before the expiration of the five year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- b. The Grantee shall make all grant records of expenditures, copies of reports, books, and related documentation including electronic storage media available to the Department or a duly authorized representative of the State of Florida for inspection at a reasonable time for the purpose of conducting audits, examinations, excerpts and transcripts.

6. **Expenditures**

- a. All expenditures must be directly related to the purpose of this grant and must be easily identified as such.
- b. Project costs may not include any expenditure or cost not directly related to the purpose of this grant as set forth in the scope of work.
- c. No expenditures shall be made from these grant funds for any costs incurred prior to the date of this Agreement unless authorized by the Department in writing prior to the expenditure.
- d. These grant funds will not be used for lobbying the Legislature, the judicial branch or any state agency.
- e. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the Grant.
- f. The Grantee shall not charge the Department for any travel expense without the Department's prior written approval. Upon obtaining written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with the provisions of Section 112.061, Florida Statutes.

7. **Restrictive Covenants**

With the exception of those properties owned by the State of Florida or the United States Federal Government, as a condition for receiving grant funds, the Grantee shall have fully executed and duly recorded in the county in which the property is located, the enclosed Restrictive Covenants agreeing to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of ten years from the date of recordation by the appropriate Clerk of the Circuit Court.

8. **Standards**

The Grantee shall carry out all project work in compliance with the Secretary of the Interior's Standards for Rehabilitation or the Secretary of the Interior's Standards for Archaeological Documentation, which are incorporated by reference.

9. **Review**

Pursuant to Section 267.061(3)(i), Florida Statutes, the Grantee shall provide the Department an opportunity to review and approve architectural documents for the project at the following points in their development:

- a. upon completion of schematic design;
- b. upon completion of design development and outline specifications; and
- c. upon completion of working drawings and specifications, prior to execution of the construction contract.

10. **Procurement Documentation**

The Grantee shall submit complete bid documents and a copy of the final contract for construction work to the Department for review and approval prior to final execution by the Grantee.

11. **Progress and Expenditure Reports**

The Grantee shall submit to the Department a completed "Progress and Expenditure Report" form for every reporting period of the grant period. Progress and Expenditure Reports shall be received by the Department within 30 days of the ending of a reporting period.

Within 30 days of completion of project work, the Grantee shall submit the completed "Final Progress and Expenditure Report" form to the Department.

12. **Notices, Schedules and Sponsorships**

All publications, media productions, and exhibit graphics shall include the following statement in the same size, type style, and location as the organization name:

"Sponsored in part by the State of Florida, Department of State, Division of Historical Resources, assisted by the Florida Historical Commission."

All projects shall display a project identification sign in a prominent location at the Project site while work is in progress. The sign must be a minimum of eight square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

"This project has been financed in part with historic preservation grant assistance provided by the State of Florida, Florida Department of State, Division of Historical Resources, assisted by the Florida Historical Commission."

Any variation in the above specifications must receive prior approval by the Department. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

13. **Liability**

- a. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.
- b. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities under this Agreement and shall investigate all claims at its own expense.
- c. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

14. **Non-Discrimination**

The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.

15. **Public Access**

The Department shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with the Agreement.

16. **Termination of Agreement**

The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with this Division or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have 15 calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to notification of termination.

If the Grantee violates any of the provisions of this Agreement, the Department shall have the right to demand the return of moneys delivered and withhold subsequent payments due under this or other grants. If notice of termination is given, the Department shall not be liable for services rendered, expenses incurred or goods delivered after receipt of the notification of termination.

17. **Availability of Funds**

The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.

18. **Audit**

- a. Each grantee, other than a grantee which is a State agency, shall submit to an audit or submit an attestation statement pursuant to Section 216.349, Florida Statutes.
- b. All audits or attestations as described above shall be submitted within six months of the close of the Grantee's fiscal year, or within six months of the ending of the Grant Period. All audits or attestations must cover each of the Grantee's fiscal years for which grant funds were received or expended under this Agreement.

19. **Local Cost Share**

The Grantee shall expend \$280,000.00 (two hundred eighty thousand dollars) in Local Cost Share funds for the Project. The Grantee shall substantially justify to the Department all expenditures related to the Local Cost Share. Any portion of the Local Cost Share not substantially justified will be reduced from the total amount of the grant.

20. Independent Capacity of Grantee

- a. The Grantee, if not a State agency, agrees that its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, agent or employee of the State of Florida. The Grantee, if not a State agency, is not entitled to accrue any benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an officer, agent or employee of the State.
- b. Grant funds cannot be used to pay for the services of a State employee for time for which the employee is being paid by the State.

21. Conflict of Interest

The grantee shall comply with the laws of the State of Florida governing conflict of interest and standards of ethical conduct, including Chapter 112, Part III, Florida Statutes. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, minor child, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest.

22. Governing Law

- a. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.
- b. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

23. Preservation of Remedies

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

24. Non-Assignment

The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with Chapter 1A-35, Florida Administrative Code. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to Section 20.06, Florida Statutes, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.

25. Binding of Successors

This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department.

26. **Notification**

Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250 for the Department, and to **City of Miami Retired Police Officers Community Benevolent Association, Inc., 6102 Northwest 7th Avenue, Miami, FL, 33127,** for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.

27. **Sovereign Immunity**

Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.

28. **Strict Compliance with Laws**

The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.

29. **Copyright and Royalties**

When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

30. **Entire Agreement**

This instrument embodies the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No amendment or extension of this Agreement shall be effective unless in writing and properly executed by the parties.

All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and have affixed their signatures:

DEPARTMENT OF STATE

JANET SNYDER MATTHEWS, Ph.D.
Director, Division of Historical Resources

CITY OF MIAMI RETIRED POLICE OFFICERS COMMUNITY BENEVOLENT ASSOCIATION, INC.



Signature of Authorized Official

Otis Davis

President

Typed Name and Title of Authorized Official

ADDENDUM TO GRANT AWARD AGREEMENT NUMBER SC449

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Banking and Finance (Comptroller)
<http://www.dbf.state.fl.us/>

Federal Office of Management and Budget Circulars Index
<http://www.whitehouse.gov/OMB/grants/index.html#circulars>

Governor's Office Initiatives, Florida Single Audit Act
<http://www.mvflorida.com/mvflorida/government/governorinitiativesfsaa/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f). OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Comptroller, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program National Park Service, U.S. Department of the Interior, Historic Preservation Fund Grants-In-Aid, CFDA # 15-904, \$0.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in OMB Circular A-133

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

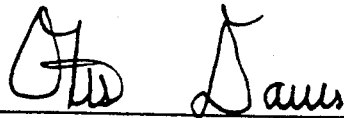
State Project Florida Department of State, Acquisition/Restoration of Historic Properties, CSFA Number 45.031 \$300,000.00 (three hundred thousand dollars).

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.032.

The Grantee has read this Addendum to the Grant Award Agreement and has affixed their signature:

CITY OF MIAMI RETIRED POLICE OFFICERS COMMUNITY BENEVOLENT ASSOCIATION, INC.



Signature of Authorized Official

Otis Davis, President

Typed Name and Title of Authorized Official

RESTRICTIVE COVENANTS

THESE COVENANTS are entered into this 26 day of November, 2003, by City of Miami, hereinafter referred to as the Owner, and **City of Miami Retired Police Officers Community Benevolent Association, Inc.** hereinafter referred to as the Grant Recipient, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of **Miami-Dade** County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **1009 Northwest 5th Avenue, Miami, Miami-Dade County, Florida**, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Grant Recipient is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$300,000.00, to be used for the restoration and preservation of the property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State grant, the Owner and the Grant Recipient hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner and the Grant Recipient agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner and the Grant Recipient agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner and the Grant Recipient agree that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.

4. The Owner and the Grant Recipient agree that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.

5. The Owner and the Grant Recipient agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:

a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.

b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.

6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of **Miami-Dade County**, Florida, and shall pay any and all expenses associated with their filing and recording.

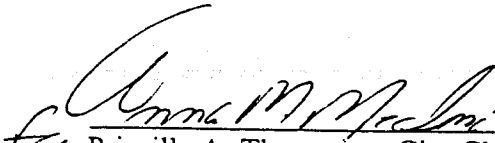
7. The Owner and Grant Recipient agree that the Department shall incur no tax liability as a result of these restrictive covenants.

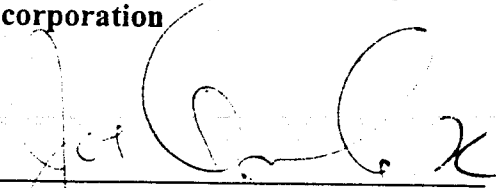
IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants for Grant Agreement No. SC449 and have hereto affixed their signatures.

"City"


ATTEST:

CITY OF MIAMI, a municipal corporation


Priscilla A. Thompson, City Clerk

By: 
Joe Arriola, City Manager
350 Pan American Drive
Miami, Florida 33133

APPROVED AS TO FORM AND CORRECTNESS:

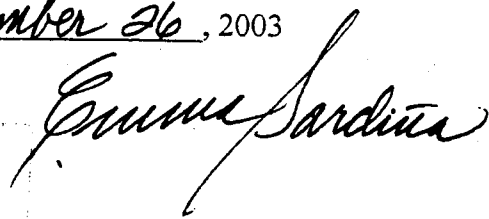

Alejandro Vilarello, City Attorney
City Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements, that **Joe Arriola, City Manager of the City of Miami, personally appeared** and is known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of identification produced _____

Executed and sealed by me at Miami, Florida on November 26, 2003





[Signature]
Witness Signature

Chris Davis
GRANT RECIPIENT

CLARENCE DICKSON
Witness Name Typed/Printed

6102 NW 7 Ave
Grant Recipient's Address

Thomas H. Marshall
Witness Signature

Miami FL 331-7
City State Zip

THOMAS H. MARSHALL
Witness Name Typed/Printed

The State of Florida
County of DADE

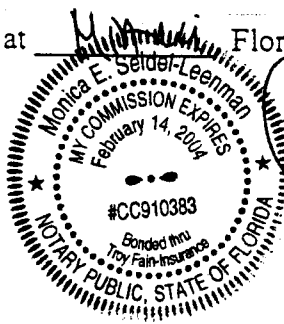
I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Chris Davis personally
(Name)

appeared as PRESIDENT for CITY OF MIAMI RETIRED POLICE OFFICERS
(Officer) (Name of Corporation/Partnership) COMMUNITY

known to me to be or who proved to my satisfaction that he/she is the person described in and PERMANENT
who executed the foregoing instrument. ASSOC., INC.

Type of Identification Produced _____

Executed and sealed by me at Miami Florida on 11/5 2003.



[Signature]
Notary Public in and for
The State of Florida
My commission expires: 2/14/04


[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 19 thru 30 of "A.T. Carters Re-Subdivision of the West half of Block 13 N", according to the Plat thereof, as recorded in Plat Book B, Page 167 of the Public Records of Dade County, Florida ; less the East 15 feet of lots 19 thru 24, and less that portion of lot 24 contained in the external area of a circular curve, concave to the Southwest, having a radius of 25 feet and tangents which are 25 feet south of and parallel with the centerline of N.W. 11 Street and 25 feet West of and parallel with the centerline of N.W. 4 Court; and less that portion of Lot 25 contained in the external area of a circular curve, concave to the Southeast having a radius of 25 feet and tangents which are 25 feet South of and parallel with the centerline of N.W. 11 Street and 25 feet East of and parallel with the centerline of N.W. 5 Avenue, containing 21,481.8 sq.ft. more or less (0.49 acres).

PROPERTY ADDRESS: 1009 N.W. 5th AVE. MIAMI, FL.

THE FLOOD INSURANCE RATE MAP DATED <u>11-04</u> 18 <u>87</u> PUBLISHED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT DELINEATES THE HEREIN DESCRIBED LAND TO BE SITUATED WITHIN ZONE <u>X</u> Community No. <u>1250</u> Post Office <u>0100</u> Suffix <u>F</u>	
WE HEREBY CERTIFY That the attached BOUNDARY SURVEY of the above described property is true and correct to the best of our knowledge and belief as recently surveyed under our direction, also that there are no above ground encroachments unless shown, and meets the minimum technical standards set forth by the FLORIDA BOARD OF LAND SURVEYORS Pursuant to Section 472.027 Fla. Statutes and Chapter 214-H6 of Florida Administrative Code. Examination of the abstract of title will have to be made to determine recorded instruments, if any, affecting the property. Location and identification of utilities on and/or adjacent to the property were not secured as such information was not requested. Ownership is subject to opinion of title.	
CERTIFIED TO	
 PROFESSIONAL LAND SURVEYOR NO. <u>3179</u> STATE OF FLORIDA Juan J. Bonfill	
DATE <u>12-04-91</u>	
J. BONFILL AND ASSOCIATES INC. REGISTERED LAND SURVEYOR STATE OF FLORIDA 8150 S.W. 8th Street Miami, Florida 33144 (305)262-9775	For _____ Order No. <u>91-998</u>

Return Completed Report to:

Grants and Education Section
Bureau of Historic Preservation
Division of Historical Resources
500 South Bronough Street
Tallahassee, Florida 32399-0250

Your Grants Manager is: Robert C. Taylor
(850) 245-6333 or Toll Free at (800) 847-7278
FAX: (850) 245-6437
EMAIL: rtaylor@dos.state.fl.us

PROJECT PROGRESS & EXPENDITURE REPORT

REPORT FOR THE 1st 2nd 3rd Final PROJECT PERIOD
(PLEASE CIRCLE ONE)

Reports are due every ^{six} three months of your grant period.

Grant Number: SC449

Grantee Name: City of Miami Retired Police Officers Community Benevolent Association, Inc.

Project Title: Historic Black Police Precinct and Courthouse

Project Type: Special Category Grant

Grant Award Amount: \$300,000.00

Grant Award Agreement Beginning Date _____

Date of Initiation of Project Work _____

Scheduled Project Completion Date _____ June 30, 2005 _____

Project Contact Information is shown below. Please correct or update as needed.

Project Contact: Mr. Clarence Dickson

Address: 6102 Northwest 7th Avenue
Miami, FL 33127

Daytime Phone Number: (305) 257-5908

FAX Number: (305) 257-9943

Special Category Expenditure Report Instructions Documentation Procedures

Cover Page

The report cover page provides important information for the grantee and the Department grants managers. The first portion of the page provides the address to which the report should be sent, phone number and fax number for the Bureau of Historic Preservation. In the area below this information, we have asked you to indicate what reporting period your organization is submitting the report for. Next is information on your project: the grant number, grantee name, project title and amount of the grant. The last item on this page lists the name of the project contact, the grantee's official address, daytime phone number, fax number, and e-mail address.

Progress Report

Project Status

Please indicate the project work that was undertaken during the reporting period. Check the items that are applicable.

Description of Project Work

In this section the grantee should provide a brief description of the project related work. Where applicable, photographs of the grant assisted work should be attached.

Project Related Documents

In this section the grantee should describe any project documents that were transmitted to the Department during the reporting period. Construction drawings, project specifications, museum exhibit plans, documentation of bidding or selection processes, draft contracts for consultant or contractor services or archaeological research designs are examples of the kinds of documents that may be sent to the grants manager for review and comment during a reporting period.

Project Work Accomplished (Final Report Only)

This area of the report is used to describe what project work was actually accomplished with the grant funds. Grantees should also attach photographs of the completed work with "before and after" views of the project where possible. This section should only be used for the Final Report.

Expenditure Report

Please note that unless requested by the Department of State, detailed backup documentation does not need to accompany expenditure reports. However, grant related financial records must be retained for five years after the end of the grant period or until the completion of any audit or litigation initiated before the end of the five year period.

Review

- A. Enter the total **Grant Funds** expended this Reporting Period:
- B. Enter the **Local Cost Share** (the amount of Local Cost Share expended during this Reporting Period).
If your organization has expended or incurred local cost share prior to the beginning of the Grant period, please document this local cost share amount in the Progress and Expenditure Report during the project's first reporting period.

Grant Summary

- A. Enter the **Total** grant funds you have expended to date (total of all the grant funds you have spent throughout the grant period).
- B. Enter the **Total Local Cost Share** expended to date (total of all the Local Cost Share you have spent prior to and throughout the grant period).
- C. Enter the **Total Amount** you have expended to date (total of the previous two lines).

Interest

A. Enter the total amount of interest earned on advanced payment funds this reporting period. Please note that interest earned on advanced grant funds must be remitted on a **QUARTERLY** basis. Please make all interest checks payable to **The Florida Department of State**. Please note that the interest earned on advanced funds cannot be claimed as Grant Funds Expenditure.

B. Enter the rate at which the advanced payment funds earned interest.

Please attach copies of bank statements or other documentation to verify the expenditure of grant funds and the interest earned on advanced grant funds.

Certification

To be signed and dated by the authorized person.

Grant Funds Expenditures

A. List the information in the proper columns. The purpose of each expenditure must be stated clearly and in sufficient detail for the Division to determine if the expenditure is allowable.

B. Additional Documentation

1. Please attach a copy of the bank statements to show that the claimed check numbers have been paid.
2. Please attach invoices marked paid for those items that were paid for in cash.

Local Cost Share

A. List the **Local Cost Share** expended or incurred in this Reporting Period. Any Local Cost Share expended or incurred prior to the beginning of the Grant Period should be claimed in your **First Six Month Progress and Expenditure Report**.

Progress Report

1. PROJECT STATUS

Please Indicate Below the Project Work that was undertaken during this reporting period:

<input type="checkbox"/> Project Planning or Research	<input type="checkbox"/> Advertising for or Selection of Professional Services (architects, consultants, etc.)	<input type="checkbox"/> Advertising for or Selection of Contractors for Construction Services	<input type="checkbox"/> Museum Exhibit Fabrication	<input type="checkbox"/> Archaeological Field Work
<input type="checkbox"/> Project Construction Work	<input type="checkbox"/> Other project related activities	<input type="checkbox"/> No project related work undertaken or accomplished this period		

2. DESCRIPTION OF PROJECT WORK

Please describe in space provided below the project related work initiated or accomplished *during this reporting period*. Please attach photographs documenting the work accomplished where such documentation is applicable.

3. PROJECT RELATED DOCUMENTS

Please list below any additional documents that have been sent to the Department during this reporting period. Please note that the Division staff must review and approve all construction drawings, project specifications, museum exhibit plans, draft contracts for consultant or construction services or archaeological research designs. Documents to be reviewed should be sent to the attention of your grants manager.

4. PROJECT WORK ACCOMPLISHED (*FINAL REPORT ONLY*)

Briefly describe the project work actually accomplished and indicate any variations from that originally planned. Please attach photographs of the finished work where such documentation is applicable. Photographs showing the "before and after" perspectives of the project work are requested.

Expenditure Report

1. Review

- A. Grant funds expended this Period \$ _____
- B. Local Cost Share claimed in this report \$ _____
- C. Total expenditures claimed in this report \$ _____

2. Grant Summary

- A. Total grant funds expended to date \$ _____
- B. Total Local Cost Share expended to date \$ _____
- C. Total expenditures to date \$ _____

Interest

- A. Interest earned on advanced payment funds this Reporting Period \$ _____
(Interest earned must be remitted Quarterly. Please make interest checks payable to the Florida Department of State)
- B. Rate at which interest was earned _____%

Please attach copies of bank statement or other documentation to verify the expenditure of grant funds and the interest earned on advanced grant funds

Certification:

I certify that to the best of my knowledge the information reported herein is correct, that all goods and services invoiced have been received, and that all outlays were made in accordance with grant conditions.

Signature of Authorized Person

Date

7. Local Cost Share

DESCRIPTION OF LOCAL COST SHARE ITEM	DATE LOCAL COST SHARE WAS EXPENDED OR INCURRED	AMOUNT CLAIMED
TOTAL LOCAL COST SHARE CLAIMED THIS PERIOD		

Attach additional pages for Local Cost Share documentation as necessary.

**DEPARTMENT OF STATE
DIVISION OF HISTORICAL RESOURCES
Request For Advanced Grant Payment
SC449**

PAYMENT TO:

City of Miami Retired Police Officers Community Benevolent Association, Inc.
6102 Northwest 7th Avenue
Miami, FL 33127

Total Contract Amount	<u>\$300,000.00</u>
Prior Payment	<u>\$0.00</u>
Balance to Date	<u>\$300,000.00</u>
THIS PAYMENT	<u>\$75,000.00</u>
Balance Due	<u>\$225,000.00</u>

Authorized Signature _____

**Typed Name and Title of
Authorized Official** _____

FIRST QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. # ECSC449		Pay. #		
Vendor ID 651033308001		Inv. #1-SC449		
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	11	750029		\$75,000.00
Description 1 st Qrt. - SC449				
BF Org		BFEO	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

**DEPARTMENT OF STATE
DIVISION OF HISTORICAL RESOURCES
Request For Advanced Grant Payment
SC449**

PAYMENT TO:

City of Miami Retired Police Officers Community Benevolent Association, Inc.
6102 Northwest 7th Avenue
Miami FL 33127

Total Contract Amount	<u>\$300,000.00</u>
Prior Payment	<u>\$75,000.00</u>
Balance to Date	<u>\$225,000.00</u>
THIS PAYMENT	<u>\$75,000.00</u>
Balance Due	<u>\$150,000.00</u>

Authorized Signature

**Typed Name and Title of
Authorized Official**

SECOND QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. #		Pay. #		
Vendor ID 651033308001		Inv. #2-SC449		
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	11	750029		\$75,000.00
Description 2nd Qtr.- SC449				
BF Org		BFE0	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

**DEPARTMENT OF STATE
DIVISION OF HISTORICAL RESOURCES
Request For Advanced Grant Payment
SC449**

PAYMENT TO:

City of Miami Retired Police Officers Community Benevolent Association, Inc.
6102 Northwest 7th Avenue
Miami FL 33127

Total Contract Amount	<u>\$300,000.00</u>
Prior Payment	<u>\$150,000.00</u>
Balance to Date	<u>\$150,000.00</u>
THIS PAYMENT	<u>\$75,000.00</u>
Balance Due	<u>\$75,000.00</u>

Authorized Signature

**Typed Name and Title of
Authorized Official**

THIRD QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. #		Pay. #		
Vendor ID 651033308001		Inv. #3 - SC449		
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	11	750029		\$75,000.00
Description 3 rd Qtr - SC449				
BF Org		BFE0	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

**DEPARTMENT OF STATE
DIVISION OF HISTORICAL RESOURCES
Request For Advanced Grant Payment
SC449**

PAYMENT TO:

City of Miami Retired Police Officers Community Benevolent Association, Inc.
6102 Northwest 7th Avenue
Miami FL 33127

Total Contract Amount	<u>\$300,000.00</u>
Prior Payment	<u>\$225,000.00</u>
Balance to Date	<u>\$75,000.00</u>
THIS PAYMENT	<u>\$75,000.00</u>
Balance Due	<u>\$0.00</u>

Authorized Signature

**Typed Name and Title of
Authorized Official**

FOURTH AND FINAL QUARTERLY PAYMENT

Fund ID		Category 140020		
Enc. #		Pay. #		
Vendor ID 651033308001		Inv. #4F-SC449		
ORG	EO	OBJ.CODE	CFI	AMOUNT
45200340500	11	750029		\$75,000.00
Description 4 th Final SC449				
BF Org		BFEO	BFObj.	
Inv. Rc'd		Goods Insp. N/A		
Goods Rc'd N/A		Start Date		

PUBLICITY: A PRESERVATION NECESSITY

Historic Preservation Grants-in-Aid Program
Bureau of Historic Preservation, Division of Historical Resources,
Florida Department of State

We hope the following information will assist you in gaining publicity for your local project. Be sure to review the publicity requirements in Attachment A, as well.

To those of us in the Historic preservation field, the passionate concern for saving and restoring a historic structure, excavating an archaeological site or delving into our own local history often overwhelms our recognition of the importance of modern communication and its relationship to preservation vitality.

One form of modern communication with which we are all familiar is publicity. If you ask someone what publicity is, you'll get the answer from many, "free advertising;" but publicity is much more than that! Publicity is information with news value; publicity IS news! If your publicity is used by a newspaper, radio or TV station, the story gains something advertising can't offer - credibility. Since your information comes from a disinterested third party, it makes an impact that paid advertising has difficulty matching.

There are a number of reasons why publicity is important to historic preservation, and why we as preservationists must develop the necessary skills to handle it. Here are some:

- **Your work is recognized within your community**
That is, you gain greater community awareness and goodwill!
- **You give your loyal volunteers the personal satisfaction that what they are doing is being noticed and appreciated**
- **You make your membership proud**
Everyone likes to be associated with a winner!
- **You encourage greater participation in your project**
- **You heighten your appeal to prospective members**
Make them WANT to belong!
- **You develop greater financial support**

Publicity is very important to your organization and to your historic preservation goals. But publicity is also important to the media. Here's some reasons why newspapers love local publicity (remember, radio and television stations work the same way):

1. The activities of local people and organizations are news. Publishing that news is good for business since local news ranks high with the readership, and high readership attracts paid advertising.
2. Newspapers don't have the staffs to cover all the important local events, so they must depend on You. If you can contribute a publicity release that has news interest and

has been prepared in a professional manner, you will be greatly appreciated by your local newspaper!

3. Newspapers appreciate ideas as well as copy. And who should know that your historic preservation project constitutes a good news feature more than YOU?! Give that newspaper a call.

Now you see that publicity can garner community support as well as financial support, and it's important to the media, too. Publicity is a necessity that can only benefit historic preservation in general and your project in particular.

The following provisions **MUST** be included in all contracts between a grantee and a Contractor(s) or Consultant(s) for work in which Grants-In-Aid funds are utilized as stated in Attachment A Part I.A.2.c. of the Grant Award Agreement.

Equal Employment Opportunity Compliance

The (Insert Contractor/Consultant name here) shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants and provisions set forth in this Contract.

Access to Records

The Contractor shall keep and maintain financial, invoice, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of five years following the completion of all project work, or until all claims and audit findings involving these records have been received, whichever is later. The Owner, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcription.

Termination

A provision for termination by the grantee.

Project Duration

A provision for the date of completion of the project or project duration.

Copeland "Anti-Kickback" Act (Rehabilitation Projects ONLY)

The General Contractor and all Subcontractors shall comply with the Copeland "Anti-Kickback" Act 18 USC 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16.

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 11/23/04 DISTRICT: 5

NAME OF PROJECT: LITTLE HAITI PARK - APPRAISAL SERVICES

INITIATING DEPARTMENT/DIVISION: Economic Development

INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval (305) 416-1458

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,

TOTAL DOLLAR AMOUNT: \$25,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$13,182,068.

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: Economic Development - Dirk Duval & Parks - Ed Blanco

DESCRIPTION OF PROJECT: Procurement of Appraisal Services

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:

Appraisals should be consistent with prices paid in the past.

APPROVAL: [Signature] DATE: BOND OVERSIGHT BOARD



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 11/16/04 DISTRICT: 5

NAME OF PROJECT: LITTLE HAITI PARK - APPRAISAL SERVICES

INITIATING DEPARTMENT/DIVISION: Economic Development

INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval (305) 416-1458

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, TOTAL DOLLAR AMOUNT: \$25,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$13,182,068.

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: Economic Development - Dirk Duval & Parks - Ed Blanco

DESCRIPTION OF PROJECT: Procurement of Appraisal Services

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: _____

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

Revisions to Original Scope? YES NO (If YES see Item 5 below)

Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS:

APPROVAL: _____

DATE: _____

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

INTER-OFFICE MEMORANDUM

TO : Homeland Defense/Neighborhood Improvement DATE : November 2, 2004 FILE :

FROM : Keith A. Carswell, Director SUBJECT : Procurement of Appraisal Services
Department of Economic Development related to the development of Little
Haiti Park.

REFERENCES :

ENCLOSURES:

As part of the development of Little Haiti Park the Department of Economic Development has identified a number of properties as potential sites for acquisition within the proposed park boundaries.

In an effort to expedite, and reduce the exposure of the negotiation process this memorandum serves to request the Homeland Defense/Neighborhood Improvement Bond Oversight Board recommend approval for the use of funds not to exceed an amount of Twenty-Five Thousand Dollars (\$25,000) from CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development" to procure appraisal services.

 KC:mdd: m BOBappraisalLHPII

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 11/23/04

DISTRICT: 5

NAME OF PROJECT: GIBSON PARK IMPROVEMENTS-Phase I

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco (305) 416-1253 & André Bryan 305 416-1211

C.I.P. DEPARTMENT CONTACT: André Bryan

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: B-30305

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,

TOTAL DOLLAR AMOUNT: \$455,492 (\$1,050,000 Million Allocated; Estimated balance \$508,458)

SOURCE OF FUNDS: Homeland Defense/Neighborhood Parks Improvements and 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: Ed Blanco & André Bryan

DESCRIPTION OF PROJECT: General Site Improvements-construct drainage system to alleviate flooding problems between buildings, provide tree protection & remove trees in area between Library & Recreation bldg. Demolish and/or construct concrete walkways at several locations. Demolish portion of existing fence at courts. Construct metal picket fence with gates & connect it to library, Recreation bldg, pool facility & courts. Existing Concession/Storage building-we will demolish bldg and remove debris. Pool bathhouse-demolish interiors walls & portions of the concrete slab inside the bldg. Recreation Building-work will be done at the Exhibition area, Interior Stage & Corridor, Weight Room, Boxing room. (Full scope is 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: JOC Contract#005-B-30305.00; Security fencing is important.

APPROVAL: [Signature] BOND OVERSIGHT BOARD

DATE:

Enclosures: Back-Up Materials [X] YES [] NO

SCOPE OF WORK

PART 1

General Site Improvements

1. Construct drainage systems (French drains, gravel trenches and re-grading) to alleviate the flooding problems between the buildings
2. Provide tree protection and remove trees in the area between the Library and Recreation building
3. Demolish and/or construct concrete walkways at the following locations:
 - (a) From the North parking lot to the proposed West entrance for the pool bathhouse
 - (b) Between the Library and pool
 - (c) Between the Library and Recreation building
 - (d) Between the Recreation and Multipurpose buildings
 - (e) At the Courtyard, between the Sun Deck and courts
4. Demolish a portion the existing fence at the courts. Construct a metal picket fence with gates and connect it to the Library, Recreation building, pool facility and courts. The fence will enclose the courtyard

Existing Concession/Storage Building

5. Demolish the building and remove the debris

Pool Bathhouse

6. Demolish interior walls, and portions of the concrete slab inside the building

Recreation Building

7. Exhibition Area:
 - (a) Replace the light fixtures located on the ceiling
 - (b) Paint the walls and doors
 - (c) Install a push button operator for handicap access to the restrooms
8. Interior Stage and Corridor:
 - (a) Replace the flooring (includes asbestos abatement)
 - (b) Construct a curtain support, and install stage curtains
 - (c) Paint the accordion doors
9. Weight Room:
 - (a) Replace the flooring
 - (b) Remove the short wall and ramp
 - (c) Remove the existing mirrors and wood panels on the walls
 - (d) Paint the walls and doors

- (e) Install wall-to-wall mirrors on the South wall
- (f) Install ceiling fans

10. Boxing Room:

- (a) Remove the acoustical tiles on the ceiling
- (b) Remove the existing mirrors and wood panels on the walls
- (c) Paint the walls and doors
- (d) Install wall-to-wall mirrors on the North wall
- (e) Replace the flooring
- (f) Relocate the boxing ring
- (g) Replace the light fixtures located on the ceiling

PART 2

General Site Improvements

11. Install trees, palms, shrubs, groundcovers and sod in the area between the buildings

Swimming Pool Area

12. Replace the East section of the pool deck
13. Remove the concrete curbs and diving stands
14. Resurface the pool deck
15. Install light fixtures in the pool
16. Install ladders, markers, lifeguard chairs and handicapped chair lift
17. Replace the gutter and mud cap tiles
18. Remove the pool finish, repair the surface, waterproof and paint the pool in a light blue color

Pool Bathhouse

19. Remodel the entire bathhouse
20. Construct an ADA accessible entrance on the West side of the bathhouse

New Food Preparation Building

21. Remove a section of the pool deck at the NW corner
22. Construct a 370 (approx.) square-foot building

New Multipurpose Building

23. Construct a 1,080 (approx.) square-foot building

Recreation Building

24. Provide a Nuclear Moisture Test of the entire roof
25. Replace the entire roof, and all damaged roof insulation

STATE WIDE
GENERAL
CONTRACTOR

F & L Construction, Inc.

LICENSED
INSURED
BONDED

November 8th, 2004

Mr. Roger Hatton
City of Miami

SCHEDULE OF VALUES

Project: Gibson Park Improvements - Phase I JOC Project #: 005-B30305.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>CONTRACT AMOUNT</u>
001	General Conditions	6,000.00
002	OCP Insurance	5,346.00
003	Asbestos Abatement	7,000.00
004	Demolition	8,973.61
005	Remove/Reinstal Equipment	3,900.00
006	Tree Removal / Protection	4,755.00
007	Civil	233,116.77
008	Walkways / Plazas	50,826.00
009	Fencing	20,900.00
010	Gate/Fence Masonry Columns	8,138.60
011	Metals	3,030.00
012	Glass/Mirrors	9,456.00
013	Finishes	45,900.00
014	Stage Curtains	6,350.00
015	Plumbing	3,800.00
016	Electric	38,000.00
		<hr/> <hr/> \$ 455,491.98

Sincerely,

Rudy Ayan
Vice-President

cc/



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 11/23/04

DISTRICT: 4

NAME OF PROJECT: CORAL GATE PARK - IRRIGATION

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,

TOTAL DOLLAR AMOUNT: \$ 50,000 (\$500,000 allocated) Estimated current balance is \$390,000

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: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Install new irrigation system.

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. Jende DATE: _____
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 11/23/04

DISTRICT: 3

NAME OF PROJECT: JOSE MARTI PARK - IRRIGATION

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco (305) 416.1253

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,

TOTAL DOLLAR AMOUNT: \$20,000 (1.35 million allocated; estimated current balance is \$233,172)

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: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Replace existing sprinkler heads, zone valves and install additional zones.

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: Robert O. Bond BOND OVERSIGHT BOARD

DATE:

Enclosures: Back-Up Materials [X] YES [] NO

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 11/23/04

DISTRICT: 5

NAME OF PROJECT: WILLIAMS PARK - IRRIGATION

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,

TOTAL DOLLAR AMOUNT: \$45,000 (\$1.35 million allocated; estimated current balance is \$1,053,000.)

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: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Install new Irrigation System.

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

Enclosures: Back-Up Materials [X] YES [] NO



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 11/23/04 DISTRICT: 1

NAME OF PROJECT: MOORE PARK - IRRIGATION

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 305.416.1253

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,

TOTAL DOLLAR AMOUNT: \$100,000 (\$1,350,000 allocated; estimated current balance is \$375,032)

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions \$50,000 & \$50,000 from Impact Fees.

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: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Install new Irrigation System.

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

Blanco, Edward

From: Blanco, Edward
Sent: Wednesday, October 27, 2004 4:17 PM
To: Garcia, Raul M.
Cc: De Cardenas, Maria (Parks Operations); Burkeen, Ernest
Subject: RE: IRRIGATION PROJECTS

Raul,

After a careful review with Maria Perez ,of the Homeland Defense funding for the parks listed below, we believe that the funding for these irrigation projects should be funded as follows:

<u>PROJECT</u>	<u>HOMELAND BONDS</u>	<u>IMPACT FEES</u>
Coral Gate Park	\$50,000	
Jose Marti Park	\$20,000	
Williams Park	\$45,000	
Gibson Park		\$30,000 ✓
Moore Park	\$50,000	\$50,000 ✓

I will go ahead and present the request for funding from Homeland Defense bonds at the November Bond Oversight board meeting.
Please advise if you have any concerns.

Thanks
Ed

-----Original Message-----

From: Garcia, Raul M.
Sent: Wednesday, October 27, 2004 3:08 PM ✓
To: Blanco, Edward
Subject: IRRIGATION PROJECTS ✓

As per our conversation, the following is a list irrigations projects that Mr. Burkeen wants done as soon as possible. Please let me know as soon as you obtain the approval from Homeland Defense Funds;

Coral Gate Park install new irrigation system	\$ 50,000.00
Jose Marti Park, replace existing sprinkler heads, zone valves and install additional zones.	20,000.00
Williams Park, install new irrigation system	45,000.00
Gibson Park, additions to existing irrigation system, (front portion of the building)	30,000.00
Moore Park, install new irrigation system	100,000.00

Raul M Garcia

10/27/2004

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

NOVEMBER 2004 DEPARTMENT OF PARKS AND RECREATION PROPOSED PROJECT FUNDING

<u>PARK</u>	<u>PROJECT</u>	<u>B-No.</u>	<u>\$ REQ.</u>	<u>BUDGET</u>	<u>ORIG. SCOPE</u>	<u>INITIATED BY</u>
1) Coral Gate Park 1415 SW 32 nd Ave	Irrigation	TBD	\$50,000	\$500,000	Included	Staff
2) Jose Marti Park 351 SW 4 th Street	Irrigation	TBD	\$20,000	\$1.35 Mil	Included	Staff
3) Williams Park 1717 NW 5 th Ave.	Irrigation	TBD	\$45,000	\$1.35 Mil	Included	Staff
4) Moore Park 765 NW 36 th Street	Irrigation	TBD	\$50,000	\$1.1 Mil	Included	Staff

Total Approvals Requested : \$165,000



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 11/23/04 DISTRICT: 2
 NAME OF PROJECT: NEW PUBLIC PLAZA & ROADWAY IMPROVEMENTS ADJACENT TO MARY BRICKELL VILLAGE.
 INITIATING DEPARTMENT/DIVISION: Capital Improvements
 INITIATING CONTACT PERSON/CONTACT NUMBER: Jorge Cano 305 416-1282
 C.I.P. DEPARTMENT CONTACT: Jorge Cano
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 311712 / 341330
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$1,000,000 (3,000,000 1st Series allocation; estimated current balance \$2,185,492)
 SOURCE OF FUNDS: \$400,000-HDNI-Quality of life District 2 / \$600,000 Citywide Transportation & Transit
 ACCOUNT CODE(S): CIP # 311712 / 341330

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: Jorge Cano

DESCRIPTION OF PROJECT: The nature of the improvements includes milling and resurfacing, reconstruction, drainage, curb and gutters, swales and sidewalk improvements. The construction of the plaza would include, without limitations, walkways, lighting, seating, and landscaping.

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: Dollars spent on private property. Improvements are conveyed to City but developer will maintain it. Where are the impact fees for this project being spent?

APPROVAL: *Robert C. Ford* DATE: _____
 BOND OVERSIGHT BOARD



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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 TOTAL DOLLAR AMOUNT: \$1,000,000 (3,000,000 1st Series allocation; estimated current balance \$2,185,492)
 SOURCE OF FUNDS: \$400,000-HDNI-Quality of life District 2 / \$600,000 Citywide Transportation & Transit
 ACCOUNT CODE(S): CIP # 311712 / 341330

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: Jorge Cano

DESCRIPTION OF PROJECT: The nature of the improvements includes milling and resurfacing, reconstruction, drainage, curb and gutters, swales and sidewalk improvements. The construction of the plaza would include, without limitations, walkways, lighting, seating, and landscaping.

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

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

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

6. COMMENTS: _____

APPROVAL: _____ DATE: _____
 BOND OVERSIGHT BOARD

INTER-OFFICE MEMORANDUM

TO : Priscilla A. Thompson
City Clerk

DATE : November 16, 2004

FILE :

SUBJECT : Request to Publish Notice for Public Hearing
- Cooperative Project - Mary Brickell Village

FROM : Mary Conway, Director
Capital Improvements and Transportation

REFERENCES : Dec. 9th Commission Meeting

ENCLOSURES : Proposed Ad

Please make arrangements to publish the attached Notice of Public Hearing regarding the waiver of competitive bids and the selection of a contractor, Bovis Lend Lease Corporation, for the construction of road improvements in the public right-of-way along designated streets adjacent to the Mary Brickell Village mixed-use development. A 14 day notice is required and we wish the item to be heard December 9, 2004.

The date and time of this public hearing will be: _____ at _____.

APPROVED

Elvi G. Alonso
Agenda Coordinator

JCC/DEJ

NOTICE OF PUBLIC HEARING
regarding
**SELECTION OF CONTRACTOR FOR ROADWAY
IMPROVEMENTS ADJACENT TO THE "MARY BRICKELL
VILLAGE" DEVELOPMENT**

Designated Streets bounded by SW 1st Avenue on the west, SW 9th Street
on the north, Brickell Plaza/SE 1st Avenue on the east and SW 10th Street
on the south
Miami, Florida



The Miami City Commission will hold a Public Hearing on December 9, 2004 beginning at 9:00 a.m. to consider whether it is in the public's best interest that the City select a contractor by method other than competitive bid for the construction of roadway improvements on designated streets adjacent to the "Mary Brickell Village" mixed-use development as follows:

- SW 1st Avenue (from SW 8th Street to SW 10th Street)
- Miami Avenue (S 12th Street to S 8th Street)
- Brickell Plaza (from SE 10th Street to SE 8th Street)
- SW 9th Street (from SW 1st Avenue to Brickell Plaza)
- SW 10th Street (from SW 1st Avenue to Brickell Plaza)

The City of Miami proposes to enter into a Project Cooperation Agreement with Brickell Main Street, LLLP ("Developer"), the developer of the adjacent mixed-use, commercial and residential project containing 382 residential units. Under the proposed agreement, both the City and Developer will financially contribute to the construction of the roadway improvements, which shall consist of, but is not limited to, milling and resurfacing, reconstruction, drainage, curb and gutters, swales and sidewalk improvements, valued at not more than \$600,000. Additionally, the Developer has agreed that it would upgrade utilities, landscaping and lighting along those roads at its own cost, approximately \$554,000. The agreement further provides that Developer shall undertake and supervise the design and construction of these public right-of-way improvements. Developer has and will have an appropriately licensed construction contractor, Bovis Lend Lease Corporation, working on its property adjacent to the right-of-way improvements, that contractor may be considered uniquely qualified and the only reasonable source to perform the work, and may therefore be considered for selection outside of a competitive procurement process.

This action is being considered pursuant to Florida Statutes 255.20 and Section 18-89 (Contracts for public works and improvements) and 18-90 (Emergency Procurements) of the Code of the City of Miami. The criteria to be considered in this matter are set forth in the proposed resolution and in these Code sections, which are deemed to be incorporated by reference herein and are available as public records from the City of Miami

The Public Hearing will be held in conjunction with the regularly scheduled City Commission meeting of December 9, 2004 at:

**MIAMI CITY HALL
3500 Pan American Drive
Miami, Florida**

All interested individuals are invited to attend this hearing and may comment on the proposed issue. The meeting will be accessible to the physically impaired.
(AD No. _____)

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor and
City Commissioners

DATE :

FILE :

SUBJECT : Worksheet for Agenda Item – Resolution Approving
Project Cooperation Agreement –Mary Brickell Village;
Ratify & Approve Emergency Finding to Allow Use
Of Developer's Engineer & Contractor

FROM : Joe Arriola
City Manager

REFERENCES :

ENCLOSURES:

Department Requesting Agenda Item: Capital Improvements and Transportation

1. **Subject:** Cooperative Project Agreement with Brickell Main Street, LLLP, the Developer of Mary Brickell Village for a new public plaza and road improvements, and ratification of emergency to allow use of Developer's engineer and contractor
2. **Purpose of item:** To authorize the City Manager to execute an agreement with the Developer for a cooperative project wherein the City will contribute funds not to exceed \$1,000,000 for roadway improvements within the public rights-of-way (up to \$600,000) and to create a new public plaza (up to \$400,000). The Developer would design and construct all improvements, subject to the City's approval. In order to utilize the Developer's engineering firm and contractor, the City's Manager's finding of an emergency must be ratified and approved to allow the selection of these firms to perform public works outside of the normal competitive procurement and selection processes.
3. **History of item:** Like other cooperative projects such as the One Miami river walk and the SW 22nd Court improvements adjacent to the Aston, the Developer of the Mary Brickell Village development seeks the City's participation in a cooperative project. The development consists of 382 residential units and 197,000 sf of commercial space and supports the City's goal of creating market-rate housing near Downtown. The Administration has determined that the cooperative project serves a bona fide public purpose, and that the improvements funded by the City will be owned by the City. The Developer will further maintain the public plaza in perpetuity.
4. **Does this item correlate with the CIP plan or Strategic Plan? If so, how?**
This item is consistent with the City's capital Improvement Plan and the Downtown Miami Master Plan.
5. **Does this item have any effect on residents within the City of Miami? If so, how?**
Residents will benefit from the roadway improvements on the specified streets and will enjoy a new urban resting and gathering place.
6. **Will this item impact any specific District? If so, which one?**
This will impact primarily impact District 2, but the roadway improvements will positively benefit all City and area residents that travel to downtown along this route.
7. **Does this item have any fiscal impact? (please provide dollar amount)**

Funds for this project are available as follows: \$400,000 for the Public Plaza are available from Homeland Defense Neighborhood Improvement Bond funds, District 2 Quality of Life, and \$600,000 for road improvements is from Transit Surtax Funds.

Approved by: Director _____ / Chief _____ / Manager _____

JA/ACS/MCH/JCC/~~DEJ~~/bd



Budgetary Impact Analysis

Department Capital Improvements

Division: _____

Commission Meeting Date: 12/9/04

Title and brief description of legislation or attached ordinance/resolution: Approval of the Project Cooperative Agreement with Brickell Main Street, LLLP in the amount of \$1,000,000, to be provided by Homeland Defense-Neighborhood Improvement Bond Program, for roadway improvements and construction of a public plaza.

1. Is this item related to revenue? No Yes Revenue Source: _____

2. Is this item an expenditure? No Yes Amount: _____

General Fund Account No: _____

Special Revenue Fund Account No: _____

CIP Project No: \$400,000 from Project #311712 - District 2 Quality of Life (HDNIB) (B-30176) and \$600,000 from Project No. 341330 (B-30094) Citywide Transportation & Transit.

3. Are there sufficient funds in Line Item? No: Yes:

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	TOTAL
From		\$
From		\$
To		\$
To		\$

4. Is this item funded by Homeland Defense/Neighborhood Improvement Bonds? No Yes

Project Name	Total Bond Allocation	1 st Series Appropriation	Dollars Spent to Date	Encumbrances & Commitments	Balance
District 2 Quality of Life	\$5,000,000	\$3,000,000	\$127,629	\$1,135,000	\$1,865,000

Comments: _____

Approved by:

[Signature]
Department Director/Designee

Date _____

C.I.P. APPROVAL:
[Signature] 12-14-04
 Signature Date

APPROVALS

Verified by:

Dept. of Strategic Planning, Budgeting & Performance

Date: _____

Verified by CIP: (If applicable)

Director/Designee

Date: _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO : Joe Arriola
City Manager

DATE :

FILE :

SUBJECT : Emergency Finding: Utilization of Brickell
Village Contractor, Bovis Lend Lease, and
Engineer, Wolfberg Alvarez, for Adjacent
Roadway Improvements

FROM : Mary Conway, Director
Capital Improvements & Transportation

REFERENCES :

ENCLOSURES :

BACKGROUND

The Department of Capital Improvements is responsible for the implementation of city roadway improvements and has worked for the past several months with the Mayor's Office and Commissioner Winton's staff in forming a cooperative project with Brickell Main Street, LLLP (the "Developer"), the developer of "Mary Brickell Village". This mixed-use development is located within the area bounded by SW 1st Avenue on the west, SW 9th Street on the north, Brickell Plaza/SE 1st Avenue on the east and SW 10th Street on the south. This important new project will bring over 197,000 square feet of commercial space and 382 new residential units to the City, in furtherance of the City's goal of creating market-rate housing near Downtown.

In discussions with the Developer, the City has affirmed the need for street improvements within the rights-of-way adjacent to the development. The nature of the improvements would include milling and resurfacing, reconstruction, drainage, curb and gutters, swales and sidewalk improvements, valued at not more than \$600,000. Additionally, the Developer has agreed that it would upgrade utilities, landscaping and lighting along those roads at its own cost, approximately \$554,000. The affected streets are:

- SW 1st Avenue (from SW 8th Street to SW 10th Street)
- Miami Avenue (S 12th Street to S 8th Street)
- Brickell Plaza (from SE 10th Street to SE 8th Street)
- SW 9th Street (from SW 1st Avenue to Brickell Plaza)
- SW 10th Street (from SW 1st Avenue to Brickell Plaza)

The DEVELOPER further proposes to construct an estimated 10,000 square foot public plaza located along Brickell Plaza (SE 1st Avenue) between SE 9 and SE 10th Streets. The plaza would include, without limitation, walkways, lighting, seating and landscaping, having an approximate construction value of \$400,000. The DEVELOPER has asked for the City's financial assistance with the creation of the public plaza and, in return, will design and construct said plaza, convey title and ownership of the plaza improvements to the City upon completion, will provide complete and unfettered public access confirmed under an easement agreement with the City, and will furnish a covenant to maintain the plaza in perpetuity.

So as to minimize traffic and other disruptions within the affected area, and so that the improvements can be completed in a time frame coinciding with the completion of the development, a cooperative project has been devised, subject to the City Commission's approval, and to compliance with all legal requirements. We propose, and the Developer agrees, that both parties would contribute funds for design and construction of the plaza and the right-of-way improvements on the streets designated above, and that the Developer's engineer

and contractor, Wolfberg Alvarez and Partners and Bovis Lend Lease, respectively, would design and construct the improvements given their current work on the Development. Such an arrangement would additionally reduce costs normally required for contractor mobilization.

FINDING

The Department of Capital Improvements and Transportation finds and determines that it is in the best interest of the City to waive competitive bids and secure the services of the Brickell Main Street contractor, Bovis Lend Lease Corporation, to construct the roadway improvements on the designated street. The work would involve improvements to the public right-of-way including, without limitation, milling and resurfacing, reconstruction, drainage, curb and gutters, swales and sidewalk improvements (the "City Improvements").

This determination is based on our findings that Bovis Lend Lease is an appropriately licensed contractor that, in this instance, is uniquely qualified to undertake and perform such work because: a) it has an existing contract, with Brickell Main Street. LLLP, to perform work in the immediate area that is affiliated with the Improvements, b) it is already present and mobilized on site, and c) it is familiar with the work, the project, and the physical conditions of the site and the adjacent property. Further, the engineer of record has provided a written recommendation that this work be awarded to this private sector contractor without competitive selection, on the basis enumerated above. As provided in accordance with Florida Statutes §255.20 and Sections 18-89 (Public works and Contracts) and 18-90 (Emergency Procurements) of the Code of the City of Miami, we recommend that the City Manager affirm and adopt these findings and forward the matter on the City Commission for its approval.

Additionally, we find that is also in the City's best interest to waive competitive selection under the Consultants Competitive Selection Act, Florida Statute 287.055 and City Code Section 18-87 (Competitive Selection) and 18-90 (Emergency Procurements) and secure the services of the Brickell Main Street engineering firm, Wolfberg Alvarez and Partners, to design said roadway and public plaza improvements on the designated streets and private property.

Your signature below will signify your concurrence with the above recommendation and your assimilation of these findings as your own justification for the waiver of competitive bids and the selection of the specified contractor and engineer.

Joe Arriola, City Manager

Cc: Jorge L. Fernandez, City Attorney
Rafael Suarez-Rivas, Assistant City Attorney
Glenn Marcos, Director, Purchasing Department
Dianne Johnson, Capital Improvements

10

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT COOPERATION AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI ("CITY") AND BRICKELL MAIN STREET, LLLP. ("DEVELOPER"), TO PROVIDE FOR THE CITY'S PARTICIPATION IN A COOPERATIVE PROJECT TO MAKE ROADWAY IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY ALONG DESIGNATED STREETS DEFINED HEREIN AND ADJACENT TO THE "MARY BRICKELL VILLAGE" DEVELOPMENT AND TO CREATE A PUBLIC PLAZA ALONG BRICKELL PLAZA (SE 1ST AVENUE), WHEREIN THE CITY WILL CONTRIBUTE FUNDS, IN THE MAXIMUM AMOUNT OF \$1,000,000, AND THE DEVELOPER WILL DESIGN AND CONSTRUCT THE IMPROVEMENTS; ALLOCATING FUNDS FOR THE PUBLIC PLAZA IN THE AMOUNT OF \$400,000 FROM CAPITAL IMPROVEMENT PROJECT NO. 311712, ENTITLED "DISTRICT 2, QUALITY OF LIFE," UNDER THE HOMELAND DEFENSE - NEIGHBORHOOD IMPROVEMENT BOND PROGRAM AND FUNDS FOR THE ROAD IMPROVEMENTS IN THE AMOUNT OF \$600,000 FROM PROJECT NO. 341330 ENTITLED "CITYWIDE TRANSPORTATION & TRANSIT" FURTHER RATIFYING, APPROVING AND CONFIRMING THE CITY MANAGER'S FINDING OF AN EMERGENCY, THAT IT IS IN THE BEST INTEREST OF THE PUBLIC TO SELECT ARCHITECT/ENGINEER AND CONTRACTOR OF THE BRICKELL MAIN STREET, LLLP DEVELOPMENT FOR THIS WORK BY METHOD OTHER THAN COMPETITIVE PROCUREMENT.

..Body

WHEREAS, under the Charter and Code of the City of Miami, Florida, as amended, the City of Miami ("City") is duly empowered to build, construct, operate and maintain municipal improvements, including public rights-of-way and public plazas, throughout the City; and

WHEREAS, BRICKELL MAIN STREET, LLLP (the "DEVELOPER") is the fee simple owner and developer of real property located within the area bounded by SW 1st Avenue on the west, SW 9th Street on the north, Brickell Plaza/SE 1st Avenue on the east and SW 10th Street on the south, Miami, Florida, on which it is constructing a new mixed-use project known as the "Mary Brickell Village," containing approximately 382 residential units and over 197,000 square feet of commercial space (the "Development"), in furtherance of the City's goal of creating market-rate housing near Downtown; and

WHEREAS, the development abuts certain designated streets, or public rights of way as follows: SW 1st Avenue, SW 9th Street, Brickell Plaza/SE 1st Avenue, SW 10th Street and S. Miami Avenue (the "Designated Streets") ; and

WHEREAS the City has confirmed the need for improvements to the Designated Streets in the form of full roadway reconstruction, including milling and resurfacing, reconstruction, drainage, curb and gutters, swales and sidewalk improvements ("Road Improvements") having an estimated construction value not to exceed \$600,000; and

WHEREAS, the Road Improvements would further the ease of travel, flow of traffic and enhance the aesthetic appearance of the Designated Streets; and

WHEREAS, DEVELOPER is committed to make certain additional improvements on the Designated Streets, including, without limitation, lighting, utility adjustments and

on the Designated Streets, including, without limitation, lighting, utility adjustments and landscaping, valued at approximately \$554,375 ("Developer Improvements"), and thus has already engaged or will hire qualified firms to design and construct those improvements in the right-of-way; and

WHEREAS, DEVELOPER proposes to design, engineer, and construct the Road Improvements on behalf of the City at the same time as it performs those tasks for the Developer Improvements, to minimize traffic and related disruptions within the area; and

WHEREAS, allowing DEVELOPER to design and construct the Road Improvements is expected to lower the cost by eliminating or reducing customary expenses such as contractor mobilization; and

WHEREAS, the City finds and determines that the design, engineering and construction of the Road Improvements will promote the safety and welfare of the citizens of the City by providing or enhancing the public right-of-way as a means of transportation and thus serves a valid public purpose; and

WHEREAS, the DEVELOPER further proposes to construct an estimated 10,000 square foot public plaza located along Brickell Plaza (SE 1st Avenue) between SE 9 and SE 10th Streets, said plaza to consist of, without limitation, walkways, lighting, seating and landscaping, having an approximate construction value of \$400,000; and

WHEREAS, the DEVELOPER has asked for the City's financial assistance with the creation of the public plaza and, in return, will design and construct said plaza, convey title and ownership of the plaza improvements to the City upon completion, will provide complete and unfettered public access confirmed by an easement agreement, and will covenant to maintain the plaza in perpetuity; and

WHEREAS, the City additionally finds and determines that the design, engineering and construction of the Plaza Improvements will promote the safety and welfare of the residents of the City by providing among other things, landscaping, walkways, lighting and seating as an urban resting space and gathering place, which will be open to the general public, and thus serves a valid public purpose; and

WHEREAS, the attached Project Cooperation Agreement ("Agreement") sets forth the duties and responsibilities of the City and DEVELOPER with regard to the design and construction of the Road Improvements and the Public Plaza, including the City's contribution of funds in the maximum amount of \$1,000,000 for said purpose; and

WHEREAS, funds for the public plaza are available from Job B-30176, Capital Improvement Project No. 311712, "District 2 - Quality of Life," under the Homeland Defense - Neighborhood Improvement Bond Program and funds for the Road Improvements are available from Job B-30094, Capital Improvement Project No. 341330, "Citywide Transportation & Transit"; and

WHEREAS, the City's Bond Oversight Board additionally reviewed and approved of the proposed use of such funds at its meeting of November 23, 2004; and

WHEREAS, the City Manager additionally finds and recommends that it is in the public's best interest to waive competitive bids and select, outside of a City competitive

perform the Road Improvements as an appropriately licensed contractor that is uniquely qualified to undertake and perform such work on behalf of the City because: it has an existing written proposal on file with DEVELOPER to perform work at the Development, it is prepared to be present and mobilized on site, and it is familiar with the work, the project, and the physical conditions of the property; and

WHEREAS, the City Manager further finds that there is a valid public emergency justifying the waiver of requirements of the Consultants Competitive Negotiations Act ("CCNA"), as applicable, therefore allowing the selection of the DEVELOPER design and engineering firm, Wolfberg Alvarez and Partners, Inc. to design the Road Improvements, because: there is insufficient time to conduct applicable competitive procurement processes and still meet the time line that affords the lowest cost to the public, said design firm is already engaged by the Developer, it is duly qualified to perform the work, and it has personnel ready, willing and able to perform the work; and

WHEREAS, this matter is being considered at a duly advertised public meeting and the City Commission having considered Sections 18-87 (Professional Services under the Consultant's Competitive Negotiation Act: "CCNA"), 18-89 (Public Works and Contracts) and 18-90 (Emergency Procurements) of the Code of the City of Miami, which are each deemed as being incorporated by reference herein as though set forth in full, and which sets forth the criteria for the aforementioned waiver of competitive processes; and

WHEREAS, the applicable provisions of the City's Procurement Ordinance, as amended, were originally adopted prior to July 1, 1994; and provide for such emergency waivers;

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

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

Section 2. The City Manager is authorized{1} to execute the Agreement, in substantially the attached form, between the City and DEVELOPER to provide for the City's participation in a cooperative project to enhance and upgrade the public right-of-way along Designated Streets defined herein and to create a public plaza, wherein DEVELOPER will design, engineer and construct specified improvements, and the City will contribute funds, in an amount not to exceed \$1,000,000, toward the cost of said improvements, with funds in the amount of \$400,000 for the public plaza allocated from Capital Improvement Project No. 311712 "District 2 - Quality of Life Improvements," under the Homeland Defense - Neighborhood Improvement Bond Program and funds in the amount of \$600,000 for the road improvements allocated from Capital Improvement Project No. 341330, "Citywide Transportation & Transit".

Section 3. By a four-fifths (4/5ths) affirmative vote, the City Manager's finding of an emergency that it is in the best interest of the public to waive competitive bidding procedures and/or proposals, as applicable, and select, outside of a City competitive procurement process, the DEVELOPER's professional design and construction firms, who are an appropriately certified professional architects, landscape architects and engineers, or licensed and certified contractors, as applicable, that are uniquely qualified

and the only reasonable source of supply, given their existing business relations with the Developer, to perform work on the public right-of-way adjacent to the Development and to undertake and perform such work on behalf of the City is ratified, approved and confirmed.

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

..Footnote

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

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

COOPERATIVE PROJECT AGREEMENT
City of Miami - Capital Improvements & Transportation

DEVELOPER:		BRICKELL MAIN STREET, LLLP						
PROJECT:		MARY BRICKELL VILLAGE PUBLIC IMPROVEMENTS						
Project Location:		Within the area bounded by SW 1 st Avenue on the west, SW 9 th Street on the north, Brickell Plaza/SE 1 st Avenue on the east and SW 10 th Street on the south				Commission District		2
Developer Project Manager:		Name		Phone		Fax		
		George Giebels, Manager		(305) 538-0135		(305) 538-4960		
Notifications Regarding this Document to DEVELOPER	Address to	Name		Phone		Fax		
		George Giebels, Manager		(305) 538-0135		(305) 538-4960		
	Mailing Address	1501 Collins Avenue, Suite 300		City		State	Zip	
		Same		Miami Beach		FL	33139	
	Street Address	Same		Same		Same	Same	
City Funding Amount:		\$1,000,000 maximum		Funding Source		\$400,000 from Homeland Defense Neighborhood Improvement Bonds + \$600,000 from Impact Fee Funds		
Enabling Legislation:				Adoption Date				
Total Estimated Project Cost:		\$1,554,375		CIP Job Number: (if applicable)		n/a		

PROJECT DESCRIPTION: Construction of specified road improvements within the public rights-of-way along designated streets within the **Project Location** defined above and as further depicted in Exhibit C incorporated by reference, to include milling and resurfacing, reconstruction, drainage, curb and gutters, swales and sidewalk improvements, hereinafter the "**Road Improvements**", plus the construction of a public plaza, located along Brickell Plaza (SE 1st Avenue), as further depicted in Exhibit(s) A and C, to consist of landscaping, walkways, lighting and seating, hereinafter referred to as "**Plaza Improvements**". The Road Improvements and the Plaza Improvements may be referred to singly or in combination as the "City Improvements". Certain additional improvements including, without limitation, lighting, utility adjustments and landscape materials (trees) may be incorporated into the Project for Road Improvements at DEVELOPER's sole cost and expense ("**Developer Improvements**"). For the purpose of this Agreement, "**Designated Streets**" upon which Road Improvements shall be constructed are: SW 1st Avenue, SW 9th Street, Brickell Plaza/SE 1st Avenue, SW 10th Street and S. Miami Avenue, hereinafter referred to as "Designated Streets".

PUBLIC PURPOSE: DEVELOPER is the fee simple owner of certain real property located within the boundaries described under Project Location above and as further depicted in Exhibit ___ attached, which has frontage along the Designated Streets, in the City of Miami, Miami-Dade County, Florida, on which it is constructing a new mixed-use project containing approximately 382 residential units and 197,000 sf of commercial space, known and identified as "Mary Brickell Village" (the "**Development**"). Said Development is, among other things, in furtherance of the City's goal of creating market-rate housing near the downtown area.

DEVELOPER is committed to make certain improvements, valued at approximately \$_____ to portions of the adjacent rights-of-way ("**Developer Improvements**"), and thus has already engaged or will hire qualified firms to design and construct those improvements in the right-of-way. DEVELOPER has proposed, and the City has accepted its offer, to additionally design, engineer, and construct the Road Improvements, in addition to the Developer Improvements, on behalf of the City at the same time as it performs those tasks for the Developer Improvements, so as to minimize traffic and related disruptions within the area.

DEVELOPER is also committed to construct a Public Plaza consisting of landscaping, walkways, lighting and seating (describe) along Brickell Plaza (SE 1st Avenue), a public right-of-way, between SE 9th and SE 10th Streets which shall become subject to an easement given by DEVELOPER to the City. Because the Public Plaza will be open and accessible to the public as an amenity for Miami residents and visitors, DEVELOPER requests that the City assist in funding construction of the Plaza Improvements. DEVELOPER, its successors and assigns, hereby confirms, represents and acknowledges by virtue of this Agreement, in a future Easement Agreement (as hereinafter defined), in the Concept Plan (as hereinafter defined), and in any other related documents pertaining thereto, that the Completed Plaza (as hereinafter defined) will perpetually remain accessible to the general public, who will enjoy full ingress and egress to and within the Completed Plaza, and such representations will touch and bind the Property. The Completed Plaza will be gratuitously enjoyed by the public, who will benefit from a comfortable urban resting spot and gathering place, unencumbered and unfettered by any physical barriers or commercial requirements, such as admission fees or any similar fee, charge or assessment.

The City of Miami has determined that the construction of the Plaza Improvements will promote the safety and welfare of the citizens of the City by providing, among other things, landscaping, walkways, lighting and seating within the Plaza, which will be open to the general public, and serves a valid public purpose. The City of Miami has determined that the construction of the Plaza Improvements will promote the safety and welfare of the citizens of the City by providing a means of transportation along a public right-of-way and will primarily benefit the general public because such Road Improvements shall remain public right-of-way.

THIS AGREEMENT (hereinafter referred to as the "**Agreement**") is made and entered into as of _____, 2004, with the specified effective date, by and between the **CITY OF MIAMI**, a municipal corporation of the State of Florida (hereinafter referred to as "**CITY**"), with offices at 444 S.W. 2nd Avenue, Miami, Florida 33130-1910 and the **DEVELOPER** named above, with offices located at the DEVELOPER Street Address given above.

RECITALS:

The intent of this Agreement is to detail the respective expectations and obligations of the parties regarding the specified cooperative capital improvement project (the "**PROJECT**") named above and further defined in this document; and

The DEVELOPER has initiated and/or is responsible for the completion of the **PROJECT**, for which it has requested financial and/or other assistance from the **CITY**; and

The **CITY** has determined that **PROJECT** serves a bona fide **PUBLIC PURPOSE** and will primarily benefit the general public as stated hereinabove; and

DEVELOPER has submitted a Preliminary and/or Concept Plans for the **PROJECT**, attached hereto as Exhibit A, which has been approved and accepted by the **CITY** as consistent with the stated Public Purpose; and

The **CITY** has adopted Enabling Legislation, referenced above and incorporated by reference as though set forth in full, to allow the **CITY'S**

participation in the PROJECT, and authorizes the CITY MANAGER to execute the necessary documents for this purpose.

NOW, THEREFORE, in consideration of foregoing, the DEVELOPER and the CITY intend as follows:

1 Definitions

- 1.1 City Funding Amount: shall mean the maximum amount of funds to be provided by the CITY to be used solely for the construction of improvements identified and approved by CITY identified on Exhibit B, Project Detail. CITY has no obligation to fund any amounts in excess of the City Funding Amount.
- 1.2 DEVELOPER: For purposes of this Agreement, the term is interpreted to mean the owner, its architects, engineers and general contractor engaged for the Development.
- 1.3 DEVELOPER Project Manager: Person designated by Developer to manage and supervise all activities relating to the PROJECT
- 1.4 Allowable Hard Costs: For purposes of this Agreement, Project-related hard costs that may be funded from the CITY FUNDING AMOUNT shall be defined to mean and include fees for labor, materials, supplies, equipment, supervisory personnel, and required insurance and bonding, and/or the provision or installation of furnishings, fixtures and equipment. There shall be no mark up on such cost passed to the City.
- 1.5 Allowable Soft Costs: For purposes of this Agreement, Project-related soft costs that may be funded from the CITY FUNDING AMOUNT shall be defined to mean and include fees for professional engineers, architects, landscape architects, surveyors, mapping, other bona fide design professionals, and geotechnical testing. There shall be no mark up on such cost passed to the City.
- 1.6 DELIVERABLES: Items identified on Exhibit B to be submitted to the CITY for approval prior to proceeding to a subsequent phase or activity of the WORK and required as a condition for reimbursement to DEVELOPER.
- 1.7 DEVELOPER: shall mean the private entity responsible for the PROJECT, and/or the OWNER of the property upon which the PROJECT is to be constructed, together with its employees, agents and representatives.
- 1.8 DIRECTOR: shall mean the CITY's Director of the Department of Capital Improvements and Transportation, or his/her authorized Designee.
- 1.9 Eligible Expenses: Allowable Hard Costs and Allowable Soft Costs that are identified in Exhibit A as approved Project-related expenses, and as such, shall be eligible for reimbursement from the CITY FUNDING AMOUNT.
- 1.10 Improvements: Shall mean the individual and aggregate corporal elements, facilities and/or features that are physically constructed, enhanced and/or improved as part of the PROJECT.
 - 1.10.1 City Improvements: defined in Project Description
 - 1.10.2 Developer Improvements: defined in Project Description
- 1.11 Ineligible Expenses: For purposes of this Agreement, eligible expenses shall not include the costs of land or rights of way, and fees for lobbyists, legal or tax, environmental or regulatory counsel, auditors, accountants, brokers and salespersons or any other Soft Costs not expressly allowable by Section 1.4. There shall be no mark up by DEVELOPER on either Allowable Soft Costs or Allowable Hard Costs or on related costs, that is, only the actual, direct cost incurred by DEVELOPER may be billed to the City for reimbursement.
- 1.12 PROJECT: Shall mean all activities and items, including but not limited to the WORK, required to provide a functional and/or useable facility or program for the use and enjoyment of the public as described above and as approved by the City Commission as appropriate for CITY participation in whole or in part.
- 1.13 PROPERTY: shall mean the real property upon which all or part of the PROJECT will be constructed as further depicted and/or defined in Exhibit C attached and incorporated by reference.
- 1.14 WORK: Shall mean the activities and items approved by CITY or Director, as applicable, to be paid by the CITY FUNDING AMOUNT, and may include Allowable Soft Costs and Allowable Hard Costs, including the construction of improvements and or the provision of furnishings, fixtures and/or

equipment, as identified in Exhibit B or revisions thereto.

1.15 **Term:** Shall mean the period this agreement is in effect, which shall commence on the effective date until the project is completed as stipulated in Exhibit B or five (5) years, whichever occurs first unless cancelled earlier as provided herein.

2 **CITY Representative:** Except as otherwise stipulated herein, the DIRECTOR shall be responsible to render direction, assistance and decisions to DEVELOPER regarding this Agreement. The DIRECTOR shall assign a Representative to handle the day-to-day, ministerial and other matters relating to this Agreement.

3 **Assistance From CITY:** The CITY agrees to provide the following:

3.1 Financial assistance in an amount not to exceed the CITY FUNDING AMOUNT from the designated FUNDING SOURCE for the WORK approved by the Enabling Legislation and as further specified in the attached Exhibit B. Said funds will be paid on a reimbursement basis to DEVELOPER.

3.2 Other Assistance {specify here if applicable} – not applicable

4 **DEVELOPER Responsibilities:**

4.1 **General:** The DEVELOPER shall ensure the completion of the WORK relating directly to the PROJECT within the Total Estimated Project Cost and within the Time for Performance as specified in Exhibit B to this Agreement.

DEVELOPER shall provide a complete and usable facility for the use and enjoyment of the public immediately upon the conclusion of the WORK.

4.2 **Project Funding:** The DEVELOPER shall fund the cost of all WORK from its own resources and seek reimbursement from the CITY in the manner set forth in this Agreement. Unless otherwise approved by the City Commission, DEVELOPER shall not be entitled to any unspent funds from the CITY FUNDING AMOUNT should the WORK be completed at a cost less than the CITY FUNDING AMOUNT.

4.3 **Additional Costs:** DEVELOPER shall provide all additional funds above the CITY FUNDING AMOUNT to complete the PROJECT up to the Total Estimated Project Cost, including any Cost Overruns for the WORK, to the extent

that the public shall have use and access to the improvements upon completed.

4.4 **Permitting and Approvals:** DEVELOPER shall be responsible to make application for and secure all permits and approvals necessary for the construction of the Improvements, including, without limitation, that of Miami-Dade County for Improvements to County-controlled right-of-way, namely, S. Miami Avenue. DEVELOPER shall furnish evidence to DIRECTOR that it has secured all permits and approvals prior to the start of construction.

4.5 **Project Supervision:** The DEVELOPER shall manage and supervise all aspects of the WORK including without limitation, designing, engineering, scheduling, permitting, materials, labor, means and methods of construction, and the hiring of contractors, consultants, and suppliers the like.

4.6 **Progress Reports:** DEVELOPER shall keep DIRECTOR informed as to the progress of the PROJECT by submitting regular progress reports, at least quarterly, or more frequently at the DIRECTOR's option.

5 **Homeland Defense Bonds, Condition Precedent:** Where the CITY FUNDING SOURCE for the FUNDING AMOUNT, or any portion thereof, has been identified as the Limited Ad Valorem Tax Bonds, Series 2002, "Homeland Defense / Neighborhood Improvement Bonds" (the "Bonds"), it is a condition precedent to the CITY'S ability to lawfully enter into this Agreement that the CITY receive a favorable recommendation from its Bond Oversight Board stating that the CITY may apply a portion of the proceeds of the Bonds to fund the specified PROJECT pursuant to the terms, covenants and conditions of this Agreement. This condition has been fully performed as the Bond Oversight Board approved the CITY FUNDING AMOUNT for these stated purposes at its meeting of [REDACTED]

Land and facilities acquired, developed, improved or rehabilitated using Bond proceeds shall be dedicated and maintained in perpetuity for the benefit of the general public. All sites and/or facilities receiving the benefit of Bond proceeds shall be open and/or accessible to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Equipment acquired using Bond proceeds shall be used for a bona fide public purpose and there shall be no resulting, or only incidental, private benefit.

6 Ownership Of Improvements

The parties agree that the CITY shall become the owner of the Improvements, after the completion of construction by DEVELOPER and upon acceptance of the Improvements by the CITY. At the conclusion of the construction of the Improvements, DEVELOPER shall tender a bill of sale absolute conveying title of the Improvements herein funded to the CITY, free and clear of liens and encumbrances. Said Improvements shall be subsequently maintained on behalf of the CITY by the DEVELOPER or the Maintaining Party (as hereinafter defined) in the manner prescribed herein.

7 Easement

Promptly upon submission of the Construction Documents for permitting approval, DEVELOPER shall submit to the CITY for its review, comment and approval, a grant of Easement Agreement for the defined area of the Public Plaza (the "Easement Agreement"), encompassing all property occupied by Public Plaza Improvements funded by CITY as reflected on the Construction Documents. Said Improvements, once completed, and the modified easement shall in combination be considered the "Completed Plaza" for purposes of this Agreement and the Easement Agreement. Once approved by CITY, DEVELOPER shall properly record the Easement Agreement in the Official Records Book of the Public Records of Miami-Dade County, Florida and provide a copy of same to CITY.

8 PROJECT Progress.

In addition to those items listed on Exhibit B as Deliverables, the DIRECTOR or his duly authorized designee, shall require for his review and approval all specifications and/or preparatory or design documents and cost estimates at progress phases deemed appropriate by the DIRECTOR. DEVELOPER shall duly consider and implement comments and revisions suggested by the DIRECTOR from such periodic reviews. Throughout the preparatory or design process, DEVELOPER shall use its best effort to ensure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively.

Such Documents shall be forwarded to the DIRECTOR for his review and approval as to consistency with the PROJECT as presented by DEVELOPER to CITY, and said approval by DIRECTOR shall not be unreasonably withheld, conditioned or delayed. In the event the DIRECTOR fails to comment in writing on such documents in writing within thirty (30) days of their transmittal to him, the documents will be deemed approved without the necessity of further action.

9 Procurement of Construction Services

DEVELOPER shall determine, as evidenced by one or more bids or proposals from reputable and qualified contractors and/or suppliers, whether the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively. Such evidence shall be presented to the DIRECTOR prior to acceptance by DEVELOPER.

In the event that all of the bids or proposals for the WORK or PROJECT exceed the CITY FUNDING AMOUNT or Total Estimated Project Cost, respectively, then DEVELOPER may: a) seek additional bids, b) contribute additional funds for the WORK and/or PROJECT, or c) decline to implement WORK, without penalty to either party and without recourse by either party, except that any CITY funds received but not disbursed will promptly refunded to the CITY.

10 Changes to Scope of WORK: In order to assure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively. The DEVELOPER may request adjustments to the scope of WORK identified in Exhibit B. Such adjustments and any revisions to Exhibit B shall be at the sole discretion of the DIRECTOR. There shall be no modification in scope that, solely in the opinion of the DIRECTOR, negatively impacts or reduces the standards of quality or aesthetics incorporated into the PROJECT as originally presented to the CITY.

11 Reimbursements and Draw Requests.

DEVELOPER shall submit a detailed invoice or reimbursement request, on a monthly or quarterly basis, which complies with Florida's Prompt Payment Act, §218.70, Fla. Stat. (2004) to the CITY for all costs relating to the WORK performed during the preceding period, along with reasonable substantiating documentation as requested by the DIRECTOR, including, without limitation, copies of invoices and cancelled checks. Provided the WORK has been performed, the CITY shall make payment within thirty (30) days after the date the CITY receives a completed reimbursement request including a sufficiently detailed invoice. If requested by the DIRECTOR, DEVELOPER shall substantiate its expenditure of the other funds for the PROJECT prior to approving reimbursements of the CITY FUNDING AMOUNT.

12 Maintenance of Improvements

The Completed Plaza and DEVELOPER Improvements shall be perpetually maintained by the DEVELOPER (as hereinafter defined) in good, clean condition, which shall at minimum, require that the Completed Plaza and DEVELOPER Improvements be maintained in first-class condition. "First Class Condition" shall require, at a minimum, that new

materials and/or replacement materials subsequently used on the Completed Plaza and DEVELOPER Improvements shall be of better or equal quality to those used in its construction. The appearance of the Completed Plaza and DEVELOPER Improvements shall perpetually mirror requirements of the Concept Plan, as approved by the CITY.

12.1 **Covenant:** Promptly upon submission of the Construction Documents for permitting approval, DEVELOPER agrees to execute and record a covenant to run with the Property, which provides that the DEVELOPER shall maintain, in perpetuity, the Completed Plaza in the manner required by this paragraph. The covenant shall be in a form acceptable to the CITY and approved by the City Attorney as to form and correctness.

12.2 The City shall be promptly notified in writing of any change in the DEVELOPER's composition and/or identity.

13 **No damages for Delay.** In the event of any delays to the PROJECT and/or WORK, DEVELOPER's sole remedy shall be to seek an extension of time from the DIRECTOR. DEVELOPER is not entitled to delay damages under this Agreement or under any related agreement with the City. The CITY will not be liable for any delay damages or damages in any way attributable to performing work out of sequence, acceleration claims, or other similar type claims, work slow downs, inefficiencies, sequencing issues, reduced productivity, or even acceleration claims.

14 Insurance and Bonding

14.1 **Insurance:** The CITY's Risk Management Administrator shall require DEVELOPER, prior to commencing design and/or construction for the PROJECT, to provide evidence, consisting of certificates or policies of insurance documenting general and/or professional liability insurance as detailed in the attached Exhibit D. The City of Miami shall be a named insured on all liability policies relating to the PROJECT.

14.2 **Payment and Performance Bond:** Where PROJECT includes the construction of improvements, prior to commencing the construction, DEVELOPER shall provide to the CITY's Risk Management Administrator a copy of the Payment and Performance Bond from the general contractor in substantially the form prescribed for a public construction bond by Section 255.05, Fla. Stat. (2004). The CITY shall be a named obligee on the Payment And Performance Bond required by this section which shall be in an amount not less than the

CITY FUNDING AMOUNT allocated for those improvements. As allowed under the provisions of §255.05(7), Florida Statutes (2004) the CITY'S Risk Management Administrator may, in writing, decide to accept an alternative form of security in lieu of the Payment and Performance Bond, in such form and amounts as may be reasonably required by the City's Risk Management Administrator.

14.3 The CITY's Risk Management Administrator shall be given at least 30 days prior written notice of any cancellation, lapse, or material modification of said insurance coverage and/or bond.

15 Indemnification

The CONSULTANT shall hold harmless, indemnify and defend the CITY, its officials, employees and agents 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 DEVELOPER. The DEVELOPER shall pay all claims and losses of any nature whatsoever in connection herewith 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 DEVELOPER obligation under this paragraph shall not be limited in any way by the agreed upon contract price, or the DEVELOPER limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by a negligent act, omission, recklessness or intentional wrongful conduct of the DEVELOPER, its agents, servants, or representatives. This section will be construed to conform to 725.08 Florida Statute.

16 **Audit Rights.** Pursuant to the applicable provisions of §18-100 to §18-102 of the Code of the City of Miami, as amended from time to time which are deemed as being incorporated by reference herein, the CITY may audit DEVELOPER's records relating to this Agreement, during regular business hours, at a location within the City of Miami during the term of this Agreement and for three (3) years thereafter.

17 **Compliance With Laws.** DEVELOPER shall at all times comply with all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations, approved development orders, and written CITY of Miami Guidelines governing the design and construction of the Improvements and the granting of funds for use thereof.

18 Default, Termination.

- 18.1 In the event of default, CITY shall suspend or withhold reimbursements from DEVELOPER.
- 18.2 Default, and subsequent termination for cause may include, without limitation, any of the following:
 - 18.2.1 DEVELOPER fails to obtain the insurance or bonding herein required.
 - 18.2.2 DEVELOPER fails to comply, in any substantial or material sense, with any of its duties under this Agreement, any terms or conditions set forth in this Agreement, or any Agreement it has with the CITY, or any failure to comply with this Agreement for the Project by any authorized agent or representative of DEVELOPER including its architect, engineer or contractor arising by virtue of this Agreement, beyond the specified period allowed to cure such default.
 - 18.2.3 DEVELOPER fails to complete the Improvements in a timely manner as required by this Agreement.
- 18.3 Termination for Cause: Force Majeure. In the event of a default, which is not cured within ninety (90) days following the date of a written notice mailed as provided in Section 1, the parties shall have all rights and remedies provided by law or equity, subject to the limitations of this Agreement. The City Manager may grant one additional extension of not more than ninety (90) additional days in total if such failure to cure is due to Force Majeure as that term is interpreted under Florida law.
- 18.4 This Agreement and/or the CITY's funding obligations under the Agreement may be terminated, for cause, at the option of and by the City Manager, if any default is not cured by DEVELOPER or DEVELOPER does not comply with any material terms, covenants or condition provided herein within ninety (90) days from the date of a written notice from the City Manager; or when, in the opinion of the City Commission, termination is necessary to protect the interests of public health, safety or general welfare. This subsection shall not apply during any period of Force Majeure extension pursuant to Section 18.3.
- 18.5 DEVELOPER shall have no recourse or remedy from a termination made by the CITY in accordance with Section 16.4 except to retain the funds already disbursed and demonstrably expended for the WORK, in 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.

19 Miscellaneous

- 19.1 Enforcement. The provisions of this Agreement may be enforced in Miami Dade County by all appropriate actions in law and in equity by any party to this Agreement. In order to expedite the conclusion of the actions brought pursuant to this Agreement, the parties, their successors and assigns will not demand jury trial nor file permissive counterclaims outside the bounds of this Agreement in such actions. Each party shall bear their own respective attorney's fees. A court of competent jurisdiction may award court costs to a prevailing party.
- 19.2 Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.
- 19.3 CITY Officials. The "CITY" is a municipal corporation, and the City Manager as its Chief Administrative Officer, or the DIRECTOR as the City Manager's designee, is empowered to make all decisions with regard to this Agreement on behalf of the CITY, unless otherwise provided by law or by resolution of the City Commission.
- 19.4 Successors and Assigns. This Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, to any third party or business entity, contract vendee, successor, assign or to an institutional lender providing funding for the PROJECT, without the prior approval of the Miami City Commission. The CITY is relying on the commitment, skill and reputation of DEVELOPER in performing this work and may withhold or cancel funding in the event there is any assignment, pledge, sale or other disposition by DEVELOPER without having first secured the approval of the City Manager or his designee, which may be unreasonably withheld or delayed.
- 19.5 Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt

requested, postage prepaid, and addressed to the City Manager and/or Director for the CITY; and President/CEO of the DEVELOPER as applicable at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

19.6 Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

19.7 Amendments; Termination. This Agreement may not be amended, modified or terminated except by written agreement of the parties hereto. Further, no modification or amendment, excepting a termination for cause by the CITY under Section 18 herein, shall be effective unless in writing and executed by the parties, employing the same formalities as were used in the execution of this Agreement.

19.8 OSHA. If applicable, the DEVELOPER will 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 DEVELOPER access to CITY property, including project jobsites, if DEVELOPER 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 CONSULTANT.

19.9 ADA. In the course of providing any work , labor or services funded by the CITY, DEVELOPER (or its agents and representatives, as applicable) shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), including Titles I & II of the ADA

regarding non-discrimination on the basis of disability, and related regulations, guidelines and standards as appropriate. Additionally, DEVELOPER will take affirmative steps to ensure non-discrimination in employment of disabled persons.

19.10 Nondiscrimination: The DEVELOPER shall not unlawfully discriminate in the performance of the Agreement.

19.11 No Third-Party Beneficiaries. Neither the CITY nor DEVELOPER intends to directly or substantially benefit a third-party by this Agreement. Therefore, the parties agree there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

19.12 Authority of DEVELOPER Signatories. The undersigned executing this Agreement on behalf of DEVELOPER has authority of record pursuant to the attached Corporate Resolution, and all applicable laws of the State of Florida to act on behalf of and bind DEVELOPER to every condition, covenant and duty set forth herein.

19.13 Contingency Clause. Funding for this Agreement is contingent on the availability of funds and of continued authorization for program activities and is subject to termination due to lack of funds or authorization, reduction of funds, and/ or change in laws or legal requirements.

19.14 Joint Preparation. Preparation of this Agreement has been a joint effort of the CITY and DEVELOPER and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, which shall have an effective date of _____.

WITNESS

DEVELOPER, (insert name and description of legal entity)

Signature

Signature

Print Name, Title

Print Name, Title of Authorized DEVELOPER Officer or Official

ATTEST:

(Corporate Seal)

Developer Secretary
(Affirm Developer 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 FORM AND CORRECTNESS:

Dania Carrillo, Administrator
Risk Management Department

Jorge L. Fernandez, City Attorney

EXHIBIT A1

PLAZA CONCEPT PLAN

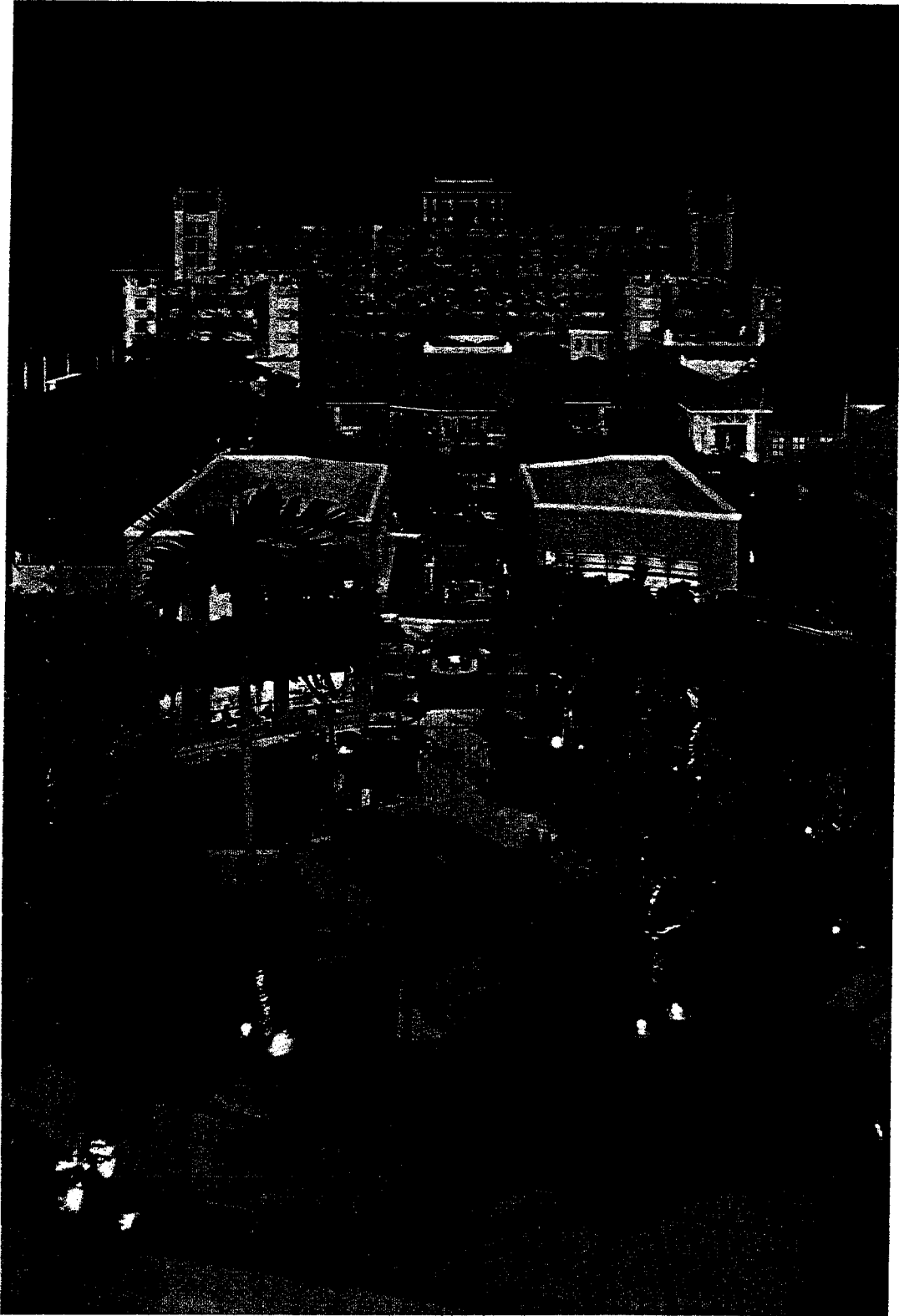


EXHIBIT B

**PROJECT DETAIL
ITEMIZED SCOPE OF WORK, PROJECT BUDGET, TIME OF COMPLETION**

SUBMITTED BY: _____
Date _____

A PROJECT ELEMENT / TASK	B CITY FUNDING AMOUNT	C OTHER SOURCES	D ESTIMATED COST	E DELIVERABLE	F Estimated Completion Time
Soft Costs					
Total Soft Cost					
Hard Costs					
Construction					
Furnishings, Fixtures and Equipment					
Total Hard Cost					
PROJECT TOTALS			TOTAL ESTIMATED PROJECT COST		

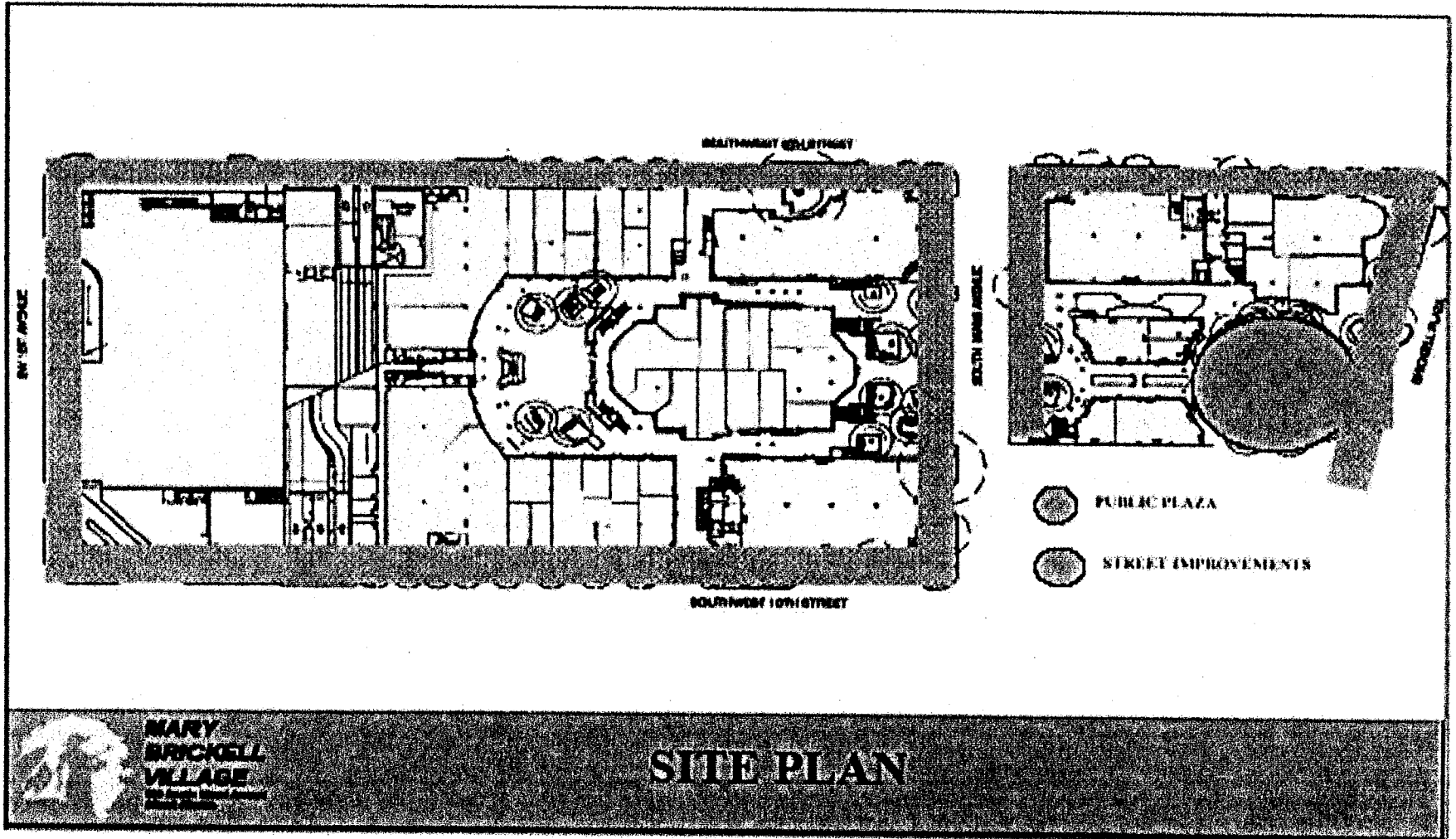
The Project Elements /Tasks listed above with an amount listed in Column B, CITY FUNDING AMOUNT, shall constitute the WORK; all items listed in Column A shall constitute the PROJECT. The DEVELOPER shall complete all PROJECT Elements/Tasks described above within the time specified.

Time Of Performance: WORK Begins _____ and Ends _____
 PROJECT Begins _____ and Ends _____

APPROVED BY: _____ Director
Date _____

EXHIBIT C1

Project Plan



DRAFT

11/3/04

EXHIBIT C2PROPERTY DESCRIPTIONLEGAL DESCRIPTION

ALL of Lots 1, 2, 3, 4 and 5, the North 50 Feet of Lot 6, together with Lot 9, Block 72-S of "CITY OF MIAMI" according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida. LESS AND EXCEPT THE FOLLOWING:

The external area of a circular curve having a radius of seven (7) feet and tangents which are 25 feet South of and parallel with the centerline of S.E. 9th Street and 37.5 feet West of and parallel with the centerline of S.E. 1st Avenue, being a portion of Lot 3, Block 72-S of said "CITY OF MIAMI", according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

ALL of Lots 1 through 9 inclusive, and Lots 10 through 15 inclusive, together with Lots 16 through 24, inclusive, Block 71-S "CITY OF MIAMI", according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida. LESS AND EXCEPT THE FOLLOWING:

Those portions of Lot 24, Block 71 South, "CITY OF MIAMI", according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The East five (5) feet of said Lot 24 and the external area of a circular curve concave to the Northwest having a radius of twenty-five (25) feet and tangents which are twenty-five (25) feet North of and parallel with the centerline of Southwest 10th Street and thirty (30) feet West of and parallel with the centerline of South Miami Avenue.

AND LESS:

A portion of Lot 10 of said block 71-S, being the external area of a circular curve concave to the Southeast having a radius of 25.00 feet and tangents which are 25.00 feet South of and parallel with the centerline of S.W. 9th Street and 25.00 Feet East of and parallel with the centerline of S.W. 1st Avenue.

AND LESS:

A portion of Lot 15 of said Block 71-S, being the external area of a circular curve concave to the Northeast, having a radius of 25.00 Feet and Tangents which are 25.00 feet North of and parallel with the centerline of S.W. 10th Street and 25.00 Feet East of and parallel with the centerline of S.W. 1st Avenue.

AND LESS:

A portion of Lot 1 of said Block 71-S, being the East 5.00 Feet of said Lot 1, together with the external area of a circular curve concave to the Southwest, having a radius of 25.00 feet and tangents which are 25.00 feet South of and parallel with the centerline of S.W. 9th Street and 30.00 West of and parallel with the centerline of South Miami Avenue.

AND LESS:

A portion of Lot 5 of said Block 72-S, being the West 5.00 Feet of said Lot 5, together with the external area of a circular curve concave Southeasterly, having a radius of 25.00 feet and tangents which are 25.00 feet South of and parallel with the centerline of S.E. 9th Street and 30.00 Feet East of and parallel with the centerline of South Miami Avenue.

AND LESS:

The West 5.00 Feet of the North 50.00 Feet of Lot 6 of said Block 72-S.

EXHIBIT C3

Location Map

EXHIBIT D

INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

1. Bodily Injury and Property Damage Liability

Combined Single Limit
 Each Occurrence..... \$1,000,000
 General Aggregate Limit..... \$2,000,000

2. Products/Completed Operations

Aggregate Limit per project..... \$2,000,000
 Personal and Advertising Injury \$1,000,000

B. Endorsements Required

- o City of Miami included as an Additional Insured
- o Employees included as insured
- o Personal Injury
- o Products/Completed Operations – coverage kept in force for a period not less than 3 years from the date work was performed
- o Independent Contractors
- o Contractual Liability
- o Waiver of Subrogation
- o Premises/Operations
- o Care, Custody and Control Exclusion Removed
- o Explosion, Collapse and Underground Hazard
- o Incidental Medical Malpractice
- o Loading and Unloading
- o Mobile Equipment (Contractors Equipment) whether owned, leased, borrowed, or rented by the contractor or employees of the contractor

II. Business Automobile Liability

A. Limits of Liability

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

B. Endorsements Required

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

III. Worker's Compensation

A. Limits of Liability: Statutory-State of Florida

Waiver of subrogation

B. Employer's Liability

Limits of Liability:
 \$1,000,000 for bodily injury caused by an accident, each accident.
 \$1,000,000 for bodily injury caused by disease, each employee
 \$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Policy

A. Limits of Liability

Bodily Injury & Property Damage Liability
 Combined Single Limit Each Occurrence\$1,000,000
 Aggregate\$1,000,000
 Products & Completed Operations, Aggregate Limit\$2,000,000

B. Excess Coverage over the policies as follows:

- Commercial General Liability
- Business Automobile Liability
- Employers Liability

V. Professional Liability/Errors and Omissions Coverage

Combined Single Limit, Each Occurrence\$1,000,000
 General Aggregate.....\$1,000,000

EXHIBIT E

ENABLING LEGISLATION

Overview of Projects in Design Phase for month of November 2004 URS

Print date 11/10/2004

No.	Project Number			PM	Total Project Costs	A/E Fees Not to Exceed	A/E	Design Phase	Delivery Method	Amount Requested
1	B-35834	Sewell Park Restroom/Park Facility	Provide handicap parking with signage & markings, repair existing walkways, install new walkways, new accessible prk furnishings. New building: restrooms (male & female), office for park manager, storage room.	Sainz	\$288,391	\$26,450	Perez & Perez 2 month design schedule 12% negotiated fee URS	Schematic	A/E - BID - BUILD	\$288,391
2	B-35812	Duarte Park Building Renovation and Expansion	Demolition of existing covered terrace and construct a new 1,000 SF multi-purpose room, combine existing two storage closets and park manager's office into one large storage room, provide A/C to existing multi-purpose room, replace louvers with fixed impact resistant windows, and new park manager's office.	Hosein	\$326,510	\$30,000	Architektnics 3 month design schedule 11.2% fee negotiated savings \$10,894 by URS	Awaiting Purchase Order. NTP anticipated for the week of 11/15/02.	A/E - BID - BUILD	\$200,000
3	B-35868	Robert King High Park New Building and Site Improvements	New community recreation building, gymnasium and table tennis center.	Hosein	\$1,120,314	\$92,440	PBS&J 8 month design schedule 9.9% negotiated fee URS	NTP was issued to A/E on 11/04/04.	A/E - BID - BUILD	\$1,120,314
4	B-60452	Fire Station #11	Existing fire station to be demolished. Design and construct a new, 1 bay apparatus 8,800 SF station.	Sainz	\$1,976,000	\$153,000	Wolfberg Alvarez & Partners. \$90K negotiated savings to City. Negotiated fee to 10.2%. 8 month design schedule.	Contract Negotiations	A/E - BID - BUILD	\$300,000

5	B-30320	Miami Mounted Police Unit Stables	New 4,000 SF stables building, auxiliary structure, parking, and paddock area.	Sainz	\$607,360	\$68,000	M.C. Harry & Associates Negotiated fee savings to City of \$8K. A/E fee 15% (expedited project). 2 month design schedule.	Schematic	A/E - JOC	\$800,000
6	B-35894	Reeves Park Building Renovations	Refurbishment of existing Community Service Building including upgrades to comply with ADA requirements.	Hosein	\$233,279	\$20,779	PBS&J 4 month design schedule 9.9% negotiated fee URS	Work Authorization was excuted by A/E on 11-08-04. Awaiting City of Miami approval signatures.	A/E - BID - BUILD	\$212,042
7	B-35896	Margaret Pace Park Improvements	East shoreline stabilization.	Berlin	\$863,925	\$40,525	Milian, Swain & Associates	Waiting for PO to be issued.	A/E - BID - BUILD	\$863,925



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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? 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
appx 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, barbeque
grills, garbage receptacles (5 % of park's total count), drinking fountain.

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. Ford* DATE: _____
 BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



PROJECT ANALYSIS FORM

Department of Capital Improvements
City of Miami

Date Prepared:	9/13/2004
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Sewell Park Restrooms/Park Facility Building		
ADDRESS / LOCATION: 1815 N.W. South River Drive		PROJECT No.: B-35834
NET OFFICE:		DISTRICT: D1
CLIENT DEPT: Parks and Recreation		EST. PROJECT COST: \$288,391
CLIENT CONTACT: Maria Perez	TEL.: (305)416-1314	ALLOCATED FUNDS: \$289,927
PROJECT MANAGER: George Sainz	TEL.: (305)416-1077	PROCUREMENT:
CONSTR. MANAGER: George Sainz	TEL.: (305)416-1077	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 9/27/2004	EST. BID ADV.:	EST. CONSTRUCTION START: 3/7/2005
EST. DESIGN END: 1/31/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 7/7/2005

PRODUCTION PHASE		Percentage	
A. Design Svcs. - Outside Consultant Prime Consultant: <u>Perez & Perez</u>			
1	Basic Fees:	12.8%	\$26,346
2	Additional Services:	4.9%	\$10,085
			SUB-TOTAL: \$36,431
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:	3.0%	\$6,175
			SUB-TOTAL: \$6,175
D. Miscellaneous Services			
1	Survey:	Vendor: Leiter, Perez & Associates	\$4,375
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor: Ardaman & Associates	\$850
4	Utility Locations (Soft Digs):	Vendor:	
5	Asbestos Survey:	Vendor:	
6	Energy / HVAC Calculations:	Vendor:	
7	Phase I Environmental:	Vendor: Kimley-Horn	\$5,000
8	Phase II Environmental:	Vendor:	
9	Structural Testing:	Vendor:	
10	Archeological Survey:	Vendor: Janus Research	\$3,240
11	Other:	Vendor:	
			SUB-TOTAL: \$13,465
E. Special Fees / Assessments:			
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	\$4,000
2	Florida Department of Environmental Protection (Permits):		
3	FDOT (Plans review, inspections, etc.):		
4	South Florida Water Management District (Permits):		
5	U.S. Army Corps of Engineers (Plans review, permits):		
6	HRS (Plans review, inspections, etc.):		\$1,000
7	Other:		
			SUB-TOTAL: \$5,000
			PRODUCTION PHASE TOTAL: \$61,071
CONSTRUCTION PHASE			
F. Construction: JOC Contractor: _____			
1	Construction Estimate:		\$205,825
2	Contingency Allowance:	0.0%	\$0
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		\$4,000
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
			SUB-TOTAL: \$209,825

PROJECT COST ESTIMATE

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees			
	1	City of Miami Permits: <input type="checkbox"/> 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
	H Construction Administration			
	1	Construction Inspection Services - CIP:	0.0%	\$0
	2	Construction Mgmt. - Industry Partner:	2.0%	\$4,117
	3	Construction Engineering Observer (CEO) - Industry Partner:	3.0%	\$6,175
	4	JOC Administration	0.0%	\$0
			SUB-TOTAL:	\$10,291
			CONSTRUCTION PHASE TOTAL:	\$220,116
	ADMINISTRATIVE EXPENSES			
	I	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	2.0%	\$4,117
J	Industry Partner Program Mgmt. Support:	1.5%	\$3,087	
		ADMINISTRATION TOTAL:	\$7,204	
LAND ACQUISITION EXPENSES				
L	Land Cost:			
M	Transaction Costs:	0.0%	\$0	
		LAND ACQUISITION TOTAL:	\$0	
		GRAND TOTAL - ESTIMATED PROJECT COST:	\$288,391	

PROJECT SCOPE	1) Proposed Restroom/Park Facility Building: Restroom (men's and women's approximately 196 S.F.), office for park manager and assistant (12' x 12'), work area for police officer (8' x 8'), storage room for grounds maintenance equipment (10' x 10').
	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, barbeque grills, garbage receptacles (5% of park's total count), drinking fountain.

NOTES	Original funding available for Sewell is \$234,949. Transferring funds into Sewell Park from: Melrose Park - \$22,978 and Kinlock Park - \$32,000. New total funding available \$289,927.
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FUND SOURCES	Fund: Homeland Defense Fund	CIP # 331419	Fiscal Year Available	Amount: \$289,927
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
				TOTAL ALLOCATED AMOUNT: \$289,927

VALIDATION	Project Manager: <u>George Sainz</u>	_____	Date: _____
		Sign	
	Sr. Project Manager: <u>Cary Sanchez-Rea</u>	_____	Date: _____
		Sign	
	Reviewed by: _____	_____	Date: _____
	CIP Budget Administrator	Sign	
	Accepted by: _____	_____	Date: _____
	Director of the Client Department	Sign	



PEREZ & PEREZ
ARCHITECTS PLANNERS

SEWELL PARK
RESTROOM & PARK FACILITY BUILDING
FLORIDA
MIAMI

PROJECT TITLE

REV SIGN

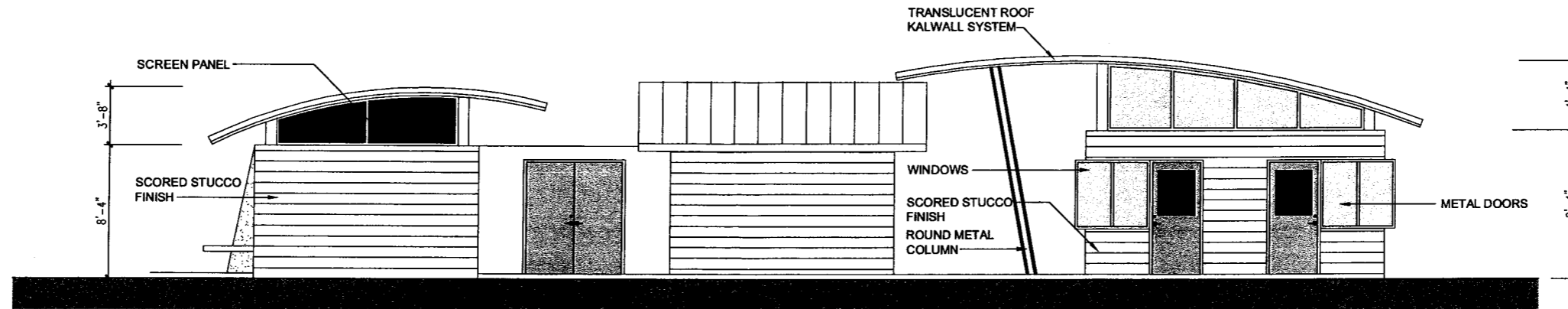
Date: 11-19-04
Drawn: CLF/BM
Checked: D. PEREZ
Proj. No.: 744-04
Cad File: sitepotharev

DRAWING DATA

SCALE

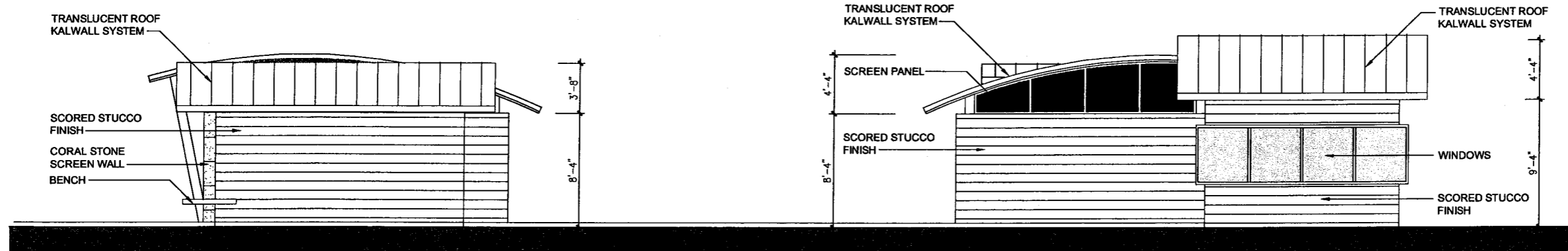
A-1

SHEET



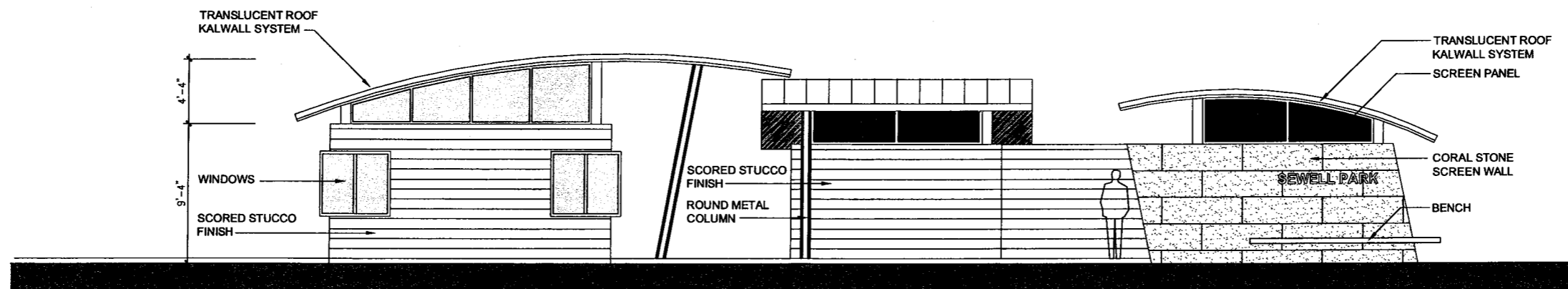
RESTROOM BUILDING - NORTH ELEVATION
SCALE: 1/4" = 1'-0"

ADMINISTRATIVE BUILDING - NORTH ELEVATION
SCALE: 1/4" = 1'-0"



RESTROOM BUILDING - EAST ELEVATION
SCALE: 1/4" = 1'-0"

WEST ELEVATION
SCALE: 1/4" = 1'-0"



ADMINISTRATIVE BUILDING - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

RESTROOM BUILDING - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

PEREZ & PEREZ
ARCHITECTS PLANNERS

SEWELL PARK
RESTROOM & PARK FACILITY BUILDING
MIAMI
FLORIDA

PROJECT TITLE

REVISIONS

Date:	11-19-04
Drawn:	CLF/BM
Checked:	D. PEREZ
Proj. No.:	744-04
Cad File:	elev-rev1

DRAWING DATA

SCALE

A-3

SHEET NO.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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: _____

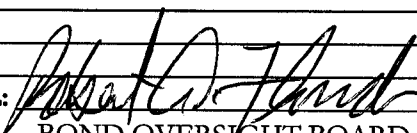
Justifications for change: _____

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:  DATE: _____
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM

Department of Capital Improvements
City of Miami

Date Prepared:	10/5/2004
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Juan Pablo Duarte Park Building Renovation/Expansion		
ADDRESS / LOCATION: 1700 NW 28th Street, Miami, Florida	PROJECT No.:	B-35812
NET OFFICE:	DISTRICT:	D1
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$326,510
CLIENT CONTACT: Ed Blanco	TEL.: (305) 416 - 1253	ALLOCATED FUNDS: \$326,980
PROJECT MANAGER: Natalie D. Hosein	TEL.: (305) 416 - 1089	PROCUREMENT: Formal Bid
CONSTR. MANAGER: Natalie D. Hosein	TEL.: (305) 416 - 1089	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 10/4/2004	EST. BID ADV.: 1/7/2005	EST. CONSTRUCTION START: 3/7/2005
EST. DESIGN END: 1/6/2005	EST. AWARD DATE: 3/7/2005	EST. CONSTRUCTION END: 9/7/2005

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant	Prime Consultant: <u>Architeknicns</u>	
1	Basic Fees:	11.2%	\$27,949
2	Additional Services:	0.8%	\$2,004
		SUB-TOTAL:	\$29,953
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:	1.0%	\$2,485
		SUB-TOTAL:	\$2,485
D.	Miscellaneous Services		
1	Survey:	Vendor: <u>Campanile & Associates</u>	\$1,895
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor: <u>Wingerter Laboratories</u>	\$1,130
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:	\$3,025
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)		
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.):		\$1,000
8	Other:		
		SUB-TOTAL:	\$2,000
PRODUCTION PHASE TOTAL:			\$37,463
CONSTRUCTION PHASE			
F.	Construction:	JOC Contractor: _____	
1	Construction Estimate:		\$248,500
2	Contingency Allowance:	9.5%	\$23,608
3	Data & Telecommunication Systems (IT Dept.):		\$1,000
4	Fixtures, Furniture and Equipment:		\$5,000
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
		SUB-TOTAL:	\$278,108

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:			\$279,108
	CONSTRUCTION ADMINISTRATION			
	H	Construction Inspection Services - CIP:	1.0%	\$2,485
	I	Construction Mgmt. - Industry Partner:	1.0%	\$2,485
J	Construction Engineering Observer (CEO) - Industry Partner	0.0%	\$0	
K	JOC Administration	0.0%	\$0	
CONSTRUCTION ADMINISTRATION TOTAL:			\$4,970	
ADMINISTRATIVE EXPENSES				
L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	1.0%	\$2,485	
M	Industry Partner Program Mgmt. Support:	1.0%	\$2,485	
ADMINISTRATIVE EXPENSES TOTAL:			\$4,970	
LAND ACQUISITION EXPENSES				
N	Land Cost:			
O	Transaction Costs:	0.0%	\$0	
LAND ACQUISITION TOTAL:			\$0	
GRAND TOTAL - ESTIMATED PROJECT COST:			\$326,510	

PROJECT SCOPE	(1) Demolish existing covered terrace (south side of building, facing field) and construct a new 1,000 s.f. multi-purpose room addition.
	(2) Combine existing (2)-storage closets and park manager's office into (1)-large storage room (approximately 24' x 12'), provide ventilation to space.
	(3) Provide air-conditioning to existing multi-purpose room.
	(4) Replace louvers with fixed impact resistant windows at clear story of existing multi-purpose room.
	(5) New park manager's office at main entrance of building (approximately 135 s.f.)

NOTES	
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FUND SOURCES	Fund: Homeland Defense Fund	CIP # 331419	Fiscal Year Available 4	Amount: \$200,000
	Fund: SNPB	CIP # 331309	Fiscal Year Available 4	Amount: \$126,980
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
TOTAL ALLOCATED AMOUNT:				\$326,980

VALIDATION	Project Manager: <u>Natalie D. Hosein</u>	_____	Sign	Date: _____
	Sr. Project Manager: <u>Cary Sanchez-Rea</u>	_____	Sign	Date: _____
	Reviewed by: <u>Pilar Saenz</u> CIP Budget Administrator	_____	Sign	Date: _____
	Accepted by: <u>Ernest Burkeen</u> Director of the Client Department	_____	Sign	Date: _____



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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? 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? 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

Have additional funds been identified? YES NO

HOW MUCH? _____

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: _____

Robert O. Hand
BOND OVERSIGHT BOARD

DATE: _____

Enclosures: Back-Up Materials YES NO



PROJECT ANALYSIS FORM
 Department of Capital Improvements
 City of Miami

Date Prepared:	9/23/2004
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Robert King High Park New Building and Site Improvements		
ADDRESS / LOCATION: 7025 West Flagler Street, Miami, Florida	PROJECT No.:	B-35868
NET OFFICE:	DISTRICT:	
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$1,320,314
CLIENT CONTACT: Ed Blanco	TEL.: (305) 416 - 1253	ALLOCATED FUNDS: \$1,775,157
PROJECT MANAGER: Natalie D. Hosein	TEL.: (305) 416 - 1089	PROCUREMENT: Formal Bid
CONSTR. MANAGER: Natalie D. Hosein	TEL.: (305) 416 - 1089	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 10/4/2004	EST. BID ADV.: 4/25/2005	EST. CONSTRUCTION START: 6/20/2005
EST. DESIGN END: 4/24/2005	EST. AWARD DATE: 6/19/2005	EST. CONSTRUCTION END: 7/31/2006

PROJECT COST ESTIMATE	PRODUCTION PHASE		Percentage	
	A. Design Svcs. - Outside Consultant	Prime Consultant: <u>PBS&J</u>		
	1 Basic Fees:		9.9%	\$94,501
	2 Additional Services:		0.5%	\$5,003
			SUB-TOTAL:	\$99,504
	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:		3.0%	\$28,500	
		SUB-TOTAL:	\$28,500	
D. Miscellaneous Services				
1 Survey:	Vendor: <u>PBS&J</u>		\$8,700	
2 Re-plat:	Vendor:			
3 Geotechnical Testing:	Vendor: <u>Mactec</u>		\$6,110	
4 Utility Locations (Soft Digs):	Vendor:			
5 Asbestos Survey:	Vendor:		\$1,500	
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: Reimbursables	Vendor:		\$2,500	
		SUB-TOTAL:	\$18,810	
E. Special Fees / Assessments:				
1 DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>		\$2,000	
2 Miami-Dade County Water and Sewer Department (Plan review)				
3 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.):			\$1,000	
8 Other:				
		SUB-TOTAL:	\$3,000	
PRODUCTION PHASE TOTAL:			\$149,814	
CONSTRUCTION PHASE				
F. Construction:	JOC Contractor: _____			
1 Construction Estimate:			\$950,000	
2 Contingency Allowance:		10.0%	\$95,000	
3 Data & Telecommunication Systems (IT Dept.):			\$5,000	
4 Fixtures, Furniture and Equipment:			\$15,000	
5 WASA System Betterment:				
6 FPL Contribution-in-Aid-of Construction:				
7 Other:				
		SUB-TOTAL:	\$1,065,000	

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees:	
	3	Miami-Dade County Archeological Monitoring:	
	4	Other: WASA Impact Fee	\$1,000
	SUB-TOTAL:		\$1,000
	CONSTRUCTION PHASE TOTAL:		\$1,066,000
	CONSTRUCTION ADMINISTRATION		
	H	Construction Inspection Services - CIP:	3.0% \$28,500
	I	Construction Mgmt. - Industry Partner:	2.0% \$19,000
	J	Construction Engineering Observer (CEO) - Industry Partner	3.0% \$28,500
	K	JOC Administration	0.0% \$0
	CONSTRUCTION ADMINISTRATION TOTAL:		\$76,000
	ADMINISTRATIVE EXPENSES		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	2.0% \$19,000
M	Industry Partner Program Mgmt. Support:	1.0% \$9,500	
ADMINISTRATIVE EXPENSES TOTAL:		\$28,500	
LAND ACQUISITION EXPENSES			
N	Land Cost:		
O	Transaction Costs:	0.0% \$0	
LAND ACQUISITION TOTAL:		\$0	
GRAND TOTAL - ESTIMATED PROJECT COST:		\$1,320,314	

PROJECT SCOPE	Indoor table tennis (6-tables) with non-glare lighting, non-slip flooring surface and provision of folding partitions to allow for flexibility to accommodate separate activities; Gymnastics (12mx12mx8m) area; Dance with mirrored wall and bar; Volleyball (30'x60') 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 restroom; Locker rooms with changing areas; Sports equipment storage room; Maintenance storage; Multi-purpose room with folding partitions to accommodate separation of activities; Evaluation and rearrangement of site /playfield/parking lot lighting; Add/increase lighting of existing handball, tennis and basketball courts; Landscaping around areas of new work; Accessibility report; Furniture storage room; Lighting upgrades for existing courts and around recreational building and parking lot area; Landscaping in areas adjacent to new work; Upgrade site irrigation system.
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NOTES	
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FUND SOURCES	Fund: 2002 Homeland Defense Fund (Series I)	CIP # 331419	Fiscal Year Available 2003-2004	Amount: \$100,000
	Fund: 96 Safe Neighborhood Parks Bond	CIP # 333108	Fiscal Year Available 2003-2004	Amount: \$175,157
	Fund: 2002 Homeland Defense Fund (Series I)	CIP # 331419	Fiscal Year Available 2004-2005	Amount: \$1,000,000
	Fund: Homeland Defense Bonds Interest	CIP # 331419	Fiscal Year Available 2004-2005	Amount: \$500,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	TOTAL ALLOCATED AMOUNT:			

VALIDATION	Project Manager: <u>Natalie D. Hosein</u>	_____	Date: _____
		Sign	
	Sr. Project Manager: <u>Cary Sanchez-Rea</u>	_____	Date: _____
		Sign	
	Reviewed by: <u>Pilar Saenz</u>	_____	Date: _____
	CIP Budget Administrator	Sign	
	Accepted by: <u>Ernest Burkeen</u>	_____	Date: _____
	Director of the Client Department	Sign	



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 11/23/04 DISTRICT: 4

NAME OF PROJECT: FIRE STATION NO. 11

INITIATING DEPARTMENT/DIVISION: Capital Improvements

INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 313306

ADDITIONAL PROJECT NUMBER: B-60452

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, TOTAL DOLLAR AMOUNT: \$2,500,000 (which has 10 Million allocated, with 5.5 Million in 1st series. Estimated current balance is (\$3,000,000) from 1st series allocation.

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

ACCOUNT CODE(S): CIP # 313306

If grant funded, is there a City match requirement? YES NO

AMOUNT: _____ EXPIRATION DATE: _____

Are matching funds Budgeted? YES NO Account Code(s): _____

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

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

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

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 11/16/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 11/23/04

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

Revisions to Original Scope? YES NO (If YES see Item 5 below)

Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes, DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

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

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

Enclosures: Back-Up Materials YES NO



PROJECT ANALYSIS FORM
 Department of Capital Improvements
 City of Miami

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

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

PROJECT COST ESTIMATE	PRODUCTION PHASE		
		Percentage	
	A. Design Svcs. - Outside Consultant	Prime Consultant: <u>Wolfberg Alvarez & Partners</u>	
	1 Basic Fees:	10.2%	\$153,000
	2 Additional Services:	0.5%	\$7,500
		SUB-TOTAL:	\$160,500
	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:	1.0%	\$15,000
	2 Prod. Mgmt. of Outside Consultant by Industry Partner:	1.5%	\$22,500
		SUB-TOTAL:	\$37,500
	D. Miscellaneous Services		
	1 Survey:	Vendor:	\$3,200
	2 Re-plat:	Vendor:	
	3 Geotechnical Testing:	Vendor:	\$3,300
	4 Utility Locations (Soft Digs):	Vendor:	
	5 Asbestos Survey:	Vendor: (if required)	\$3,000
	6 Energy / HVAC Calculations:	Vendor:	
	7 Phase I Environmental:	Vendor: (asbestos abatement, if required)	\$15,000
	8 Phase II Environmental:	Vendor:	
	9 Structural Testing:	Vendor:	
	10 Archeological Survey:	Vendor:	
	11 Other:	Vendor:	
		SUB-TOTAL:	\$24,500
	E. Special Fees / Assessments:		
1 DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	\$2,000	
2 Miami-Dade County Water and Sewer Department (Plan review)		\$3,000	
3 Florida Department of Environmental Protection (Permits):			
4 FDOT (Plans review, inspections, etc.):		\$3,000	
5 South Florida Water Management District (Permits):			
6 U.S. Army Corps of Engineers (Plans review, permits):			
7 HRS (Plans review, inspections, etc.):		\$500	
8 Other:			
	SUB-TOTAL:	\$8,500	
PRODUCTION PHASE TOTAL:		\$231,000	
CONSTRUCTION PHASE			
F. Construction:	JOC Contractor: _____		
1 Construction Estimate:		\$1,500,000	
2 Contingency Allowance:	10.0%	\$150,000	
3 Data & Telecommunication Systems (IT Dept.):			
4 Fixtures, Furniture and Equipment:			
5 WASA System Betterment:			
6 FPL Contribution-in-Aid-of Construction:			
7 Other:			
	SUB-TOTAL:	\$1,650,000	

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

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

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



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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: Robert O. Ford DATE: _____
BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM

Department of Capital Improvements
City of Miami

Date Prepared:	11/3/2004
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Henry Reeves Park Community Service Building Improvements		
ADDRESS / LOCATION: 600 NW 10th Street, Miami, Florida		PROJECT No.: B-35894
NET OFFICE:		DISTRICT:
CLIENT DEPT: Parks and Recreation		EST. PROJECT COST: \$233,279
CLIENT CONTACT: Maria Perez	TEL.: (305) 416 - 1314	ALLOCATED FUNDS: \$248,872
PROJECT MANAGER: Natalie D. Hosein	TEL.: (305) 416 - 1089	PROCUREMENT: Formal Bid
CONSTR. MANAGER: Natalie D. Hosein	TEL.: (305) 416 - 1089	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 12/1/2004	EST. BID ADV.: 3/4/2005	EST. CONSTRUCTION START: 5/2/2005
EST. DESIGN END: 3/1/2005	EST. AWARD DATE: 4/29/2005	EST. CONSTRUCTION END: 8/31/2005

PRODUCTION PHASE		Percentage	
A. Design Svcs. - Outside Consultant		Prime Consultant: <u>PBS&J</u>	
1	Basic Fees:	9.9%	\$15,779
2	Additional Services:	1.0%	\$1,600
			SUB-TOTAL: \$17,379
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:	2.3%	\$3,600
			SUB-TOTAL: \$3,600
D. Miscellaneous Services			
1	Survey:	Vendor:	
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor:	
4	Utility Locations (Soft Digs):	Vendor:	
5	Asbestos Survey:	Vendor:	
6	Energy / HVAC Calculations:	Vendor:	
7	Phase I Environmental:	Vendor:	
8	Phase II Environmental:	Vendor:	
9	Structural Testing:	Vendor:	
10	Archeological Survey:	Vendor:	
11	Other:	Vendor: PBS&J	\$4,500
			SUB-TOTAL: \$4,500
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)		
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.):		\$1,000
8	Other:		\$1,000
			SUB-TOTAL: \$3,000
PRODUCTION PHASE TOTAL:			\$28,479
CONSTRUCTION PHASE			
F. Construction:		JOC Contractor: _____	
1	Construction Estimate:		\$160,000
2	Contingency Allowance:	10.0%	\$16,000
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		\$15,000
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
			SUB-TOTAL: \$191,000

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:		\$192,000
	CONSTRUCTION ADMINISTRATION		
	H	Construction Inspection Services - CIP:	3.0% \$4,800
	I	Construction Mgmt. - Industry Partner:	2.0% \$3,200
	J	Construction Engineering Observer (CEO) - Industry Partner	0.0% \$0
	K	JOC Administration	0.0% \$0
	CONSTRUCTION ADMINISTRATION TOTAL:		\$8,000
	ADMINISTRATIVE EXPENSES		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	2.0% \$3,200
M	Industry Partner Program Mgmt. Support:	1.0% \$1,600	
ADMINISTRATIVE EXPENSES TOTAL:		\$4,800	
LAND ACQUISITION EXPENSES			
N	Land Cost:		
O	Transaction Costs:	0.0% \$0	
LAND ACQUISITION TOTAL:		\$0	
GRAND TOTAL - ESTIMATED PROJECT COST:		\$233,279	

PROJECT SCOPE	1)Replacement of exterior windows, doors and frames, including the door security bars.
	2)Interior door, hardware and frame replacement.
	3)Restroom renovation and frame replacement.
	4)Finish flooring replacement.
	5)Interior wall/partitions renovated and painted.
	6)Acoustical ceiling system replacement.
	7)Lighting fixture replacement throughout.
	8)Identify area for enlarged playroom storage.

NOTES	
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FUND SOURCES	Fund: 2002 Homeland Defense Fund (Series I)	CIP # 331419	Fiscal Year Available 2004-2005	Amount: \$212,042
	Fund: 96 Safe Neighborhood Parks Bond	CIP # 331344	Fiscal Year Available 2003-2004	Amount: \$36,830
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
TOTAL ALLOCATED AMOUNT:				\$248,872

VALIDATION	Project Manager: <u>Natalie D. Hosein</u>	_____	Sign	Date: _____
	Sr. Project Manager: <u>Cary Sanchez-Rea</u>	_____	Sign	Date: _____
	Reviewed by: <u>Pilar Saenz</u> CIP Budget Administrator	_____	Sign	Date: _____
	Accepted by: <u>Ernest Burkeen</u> Director of the Client Department	_____	Sign	Date: _____



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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? 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: Robert O. Flande DATE: _____
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



PROJECT ANALYSIS FORM

Department of Capital Improvements
City of Miami

Date Prepared:	9/27/2004
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: MMPD Stables		
ADDRESS / LOCATION: 360 N.W. 3rd Street	PROJECT No.:	B-30320
NET OFFICE:	DISTRICT:	D2
CLIENT DEPT: Police	EST. PROJECT COST:	\$607,360
CLIENT CONTACT: Robert Baker	TEL.: (305)987-9615	ALLOCATED FUNDS: \$800,000
PROJECT MANAGER: George Sainz	TEL.: (305)416-1077	PROCUREMENT:
CONSTR. MANAGER: George Sainz	TEL.: (305)416-1077	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 10/4/2004	EST. BID ADV.:	EST. CONSTRUCTION START: 2/1/2005
EST. DESIGN END: 1/3/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 4/4/2005

PROJECT COST ESTIMATE

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant	Prime Consultant: <u>M. C. Harry & Associates</u>	
1	Basic Fees:	15.5%	\$68,200
2	Additional Services:	2.4%	\$10,560
		SUB-TOTAL:	\$78,760
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:	1.0%	\$4,400
2	Prod. Mgmt. of Outside Consultant by Industry Partner:	1.5%	\$6,600
		SUB-TOTAL:	\$11,000
D.	Miscellaneous Services		
1	Survey:	Vendor:	\$2,000
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor:	\$4,000
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: Archeological monitoring	Vendor:	\$3,500
		SUB-TOTAL:	\$9,500
E.	Special Fees / Assessments:		
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	\$2,000
2	Miami-Dade County Water and Sewer Department (Plan review)		\$1,500
3	Florida Department of Environmental Protection (Permits):		
4	FDOT (Plans review, inspections, etc.):		\$3,000
5	South Florida Water Management District (Permits):		
6	U.S. Army Corps of Engineers (Plans review, permits):		
7	HRS (Plans review, inspections, etc.):		
8	Other:		
		SUB-TOTAL:	\$6,500
PRODUCTION PHASE TOTAL:			\$105,760

CONSTRUCTION PHASE			
F.	Construction:	JOC Contractor: _____	
1	Construction Estimate:		\$440,000
2	Contingency Allowance:	5.0%	\$22,000
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
		SUB-TOTAL:	\$462,000

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees:	
	3	Miami-Dade County Archeological Monitoring:	
	4	Other:	
	SUB-TOTAL:		\$0
	CONSTRUCTION PHASE TOTAL:		\$462,000
	CONSTRUCTION ADMINISTRATION		
	H	Construction Inspection Services - CIP:	0.0% \$0
	I	Construction Mgmt. - Industry Partner:	2.0% \$8,800
J	Construction Engineering Observer (CEO) - Industry Partner	0.0% \$0	
K	JOC Administration	4.0% \$17,600	
CONSTRUCTION ADMINISTRATION TOTAL:		\$26,400	
ADMINISTRATIVE EXPENSES			
L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	2.0% \$8,800	
M	Industry Partner Program Mgmt. Support:	1.0% \$4,400	
ADMINISTRATIVE EXPENSES TOTAL:		\$13,200	
LAND ACQUISITION EXPENSES			
N	Land Cost:		
O	Transaction Costs:	0.0% \$0	
LAND ACQUISITION TOTAL:		\$0	
GRAND TOTAL - ESTIMATED PROJECT COST:		\$607,360	

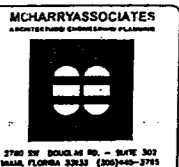
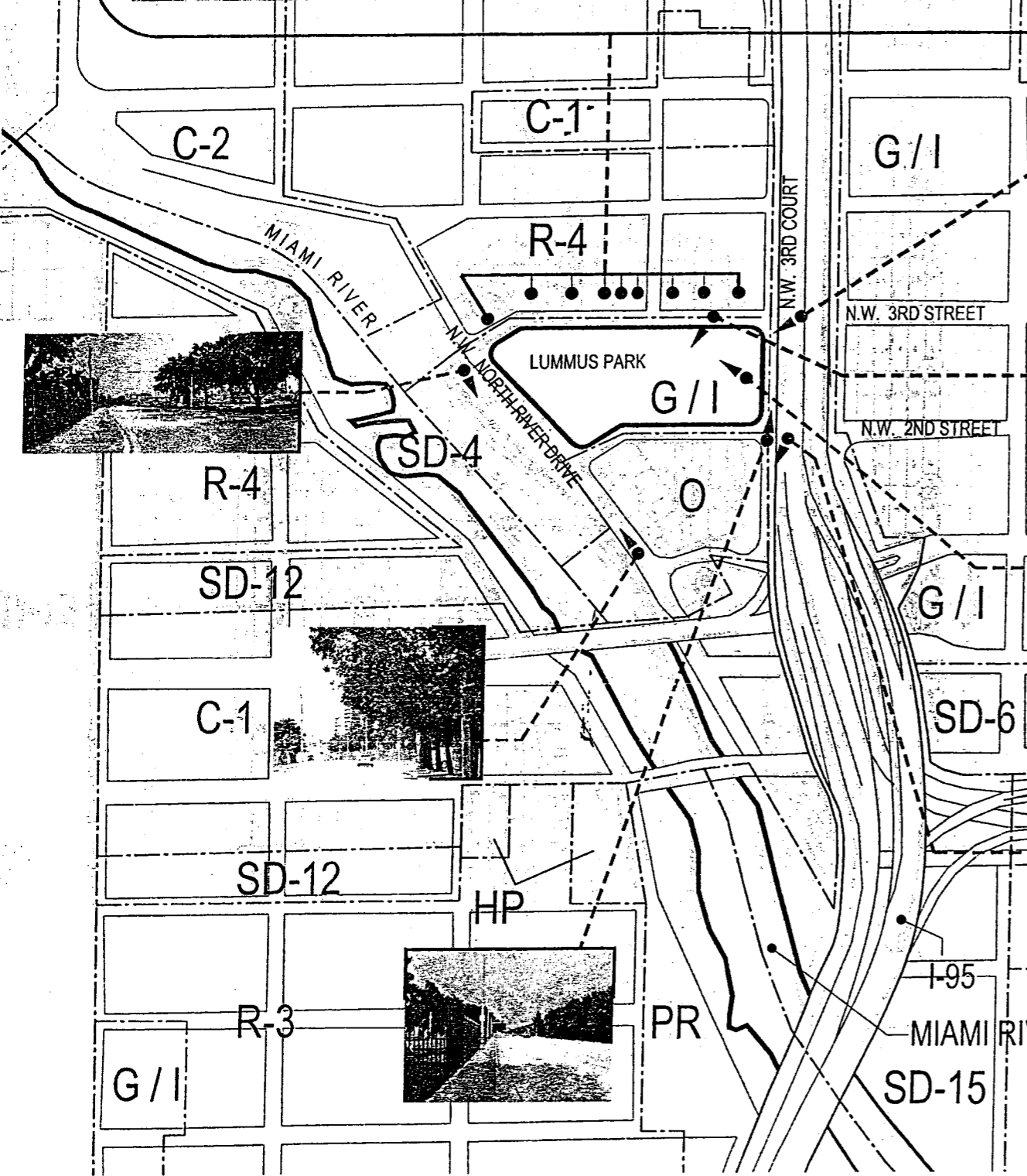
PROJECT SCOPE	1) 4,000 SF stable: 11 regular stables and 1 stable for sick horse (to be mechanically ventilated). Office, restroom with changing area, tack room, and feed room (all to be air conditioned). Covered horse washing station (approximately 10' x 10'), with brushed concrete finished floor and 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.
	2) 375 SF auxiliary building (divided in two bays).
	3) New metal picket fence (to match existing) with gate, along west side of facility, fencing to be approximately 300' long.
	4) Parking with at least 10 spaces, to include lighting. New on-site roadways and walkways.
	5) New driveway from NW 3rd Court into stable building.
	6) K-9 training area (equipment to be provided by Police), ground to be seeded grass.
	7) 40' diameter ring (to be provided by Police), ground to be sand.
	8) 100' x 50' paddock, with PVC perimeter fencing system, ground to be seeded grass.
	9) Facility security lighting.
	10) Landscaping and irrigation.

NOTES	
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FUND SOURCES	Fund: Homeland Defense Funds	CIP # 312048	Fiscal Year Available	Amount: \$800,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	TOTAL ALLOCATED AMOUNT:			\$800,000

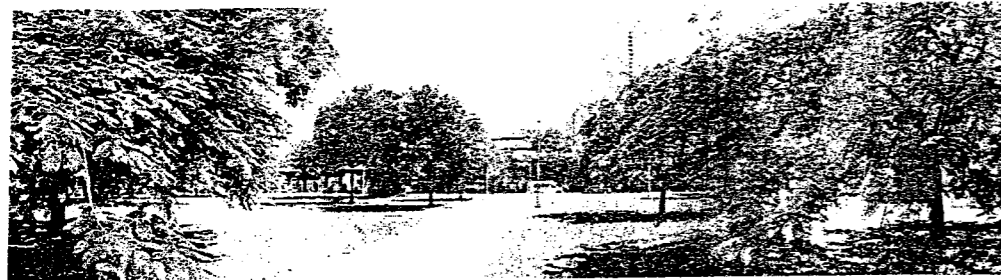
VALIDATION	Project Manager: <u>George Sainz</u>	_____	Date: _____
		Sign	
	Sr. Project Manager: <u>Cary Sanchez-Rea</u>	_____	Date: _____
		Sign	
	Reviewed by: <u>Pilar Saenz</u>	_____	Date: _____
	CIP Budget Administrator	Sign	
	Accepted by: <u>Sgt. Robert Baker</u>	_____	Date: _____
	Director of the Client Department	Sign	

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



HPB
 prelim
 2

11-18-04



10 - LOOKING EAST FROM CIRCLE



9 - SITE VIEW FROM EAST GATE

APPLICABLE BUILDING CODES:
 2001 FLORIDA BUILDING CODE (FBC)
 1997 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC)
 1991 CITY OF MIAMI - ZONING ORDINANCE (CMZ) - Ord. No. 12347
 1997 CITY OF MIAMI - CHARTER AND CODE (CMC) - Ord. No. 12506

BUILDING DATA
 OCCUPANCY CLASSIFICATION: (FBC SECTION 312)
 STORAGE - GROUP S

FIRE ZONE DISTRICT ZONE 1 (ONE) CLASSIFICATION
 LIMITS CONSTRUCTION TYPES TO I, II AND III

ASSIGNED CONSTRUCTION TYPE:
 TYPE III - SPRINKLERED (FBC TABLE 500)

ZONING:
 LEGAL DESCRIPTION:
 360 N.W. 3RD STREET, CITY OF MIAMI, FLORIDA
 LOT XX, XXXXXX, PLAT BOOK XX, PAGE XX.
 PUBLIC RECORDS DADE COUNTY, FLORIDA

DISTRICT DESIGNATION: G/1 - GOVERNMENT AND INSTITUTIONAL

ABUTTING DISTRICTS: 0 (OFFICE)
 R-4 (MULTIFAMILY HIGH-DENSITY RESIDENTIAL)



8 -

PRINCIPAL USE: HORSE STABLE AND RELATED FACILITIES

PER CITY OF MIAMI CODE OF ORDINANCES ARTICLE 1, SEC. 6.1(b)(3):
 "NO GRAZING ANIMAL PENS OR HOUSES SHALL BE SITUATED LESS THAN 100 FEET FROM ANY HUMAN DWELLING."

INTENSITY: SAME AS FOR DISTRICT DESIGNATION 0 (OFFICE),
 OR MOST RESTRICTIVE ABUTTING DISTRICT

MINIMUM LOT SIZE: 20,000 SF

SETBACKS:	DISTRICT G/1	DISTRICT 0	DISTRICT R-4	AS DESIGNED
FRONT	20 FT	10 FT	20 FT	352 FT
REAR	10 FT	10 FT	10 FT	100 FT
SIDES	10 FT	10 FT	10 FT	20 FT
REQUIRED	AS DESIGNED			

MINIMUM LOT WIDTH: 100 FT

HEIGHT: UNLIMITED

FLOOR AREA RATIO:
 MAX. 1.72 x GROSS LOT AREA
 1.72 x 225,011 = 387,019 GSF
 EXISTING 1-STORY BLDG'S. = 6,551 GSF
 NEW 1 STORY BLDG'S. = 4,375 GSF
 TOTAL = 10,926 GSF

BUILDING FOOTPRINT:
 EXISTING BUILDING FOOTPRINT
 1. COMMUNITY CENTER: 3,930 SF
 2. SMALL BUILDING: 961 SF
 3. FORT DALLAS: + 1,660 SF
 = 6,551 SF
 MAX. 0.42 x GROSS LOT AREA
 0.42 x 225,011 = 94,505 GSF
 NEW BUILDING FOOTPRINT: + 4,375 SF
 TOTAL (EXIST. + NEW) = 10,926 SF

GREEN SPACE:
 EXISTING GREEN SPACE:
 225,011 (LOT)
 - 30,334 (EXIST. IMPERVIOUS)
 - 6,551 (EXIST. BLDG'S)
 = 188,126 GSF
 - 4,375 (NEW BUILDINGS)
 - 9,490 (NEW IMPERVIOUS)
 = 174,261 GSF REMAINING GREEN SPACE

MIN. 0.15 x GROSS LOT AREA
 0.15 x 225,011 = 33,752 GSF

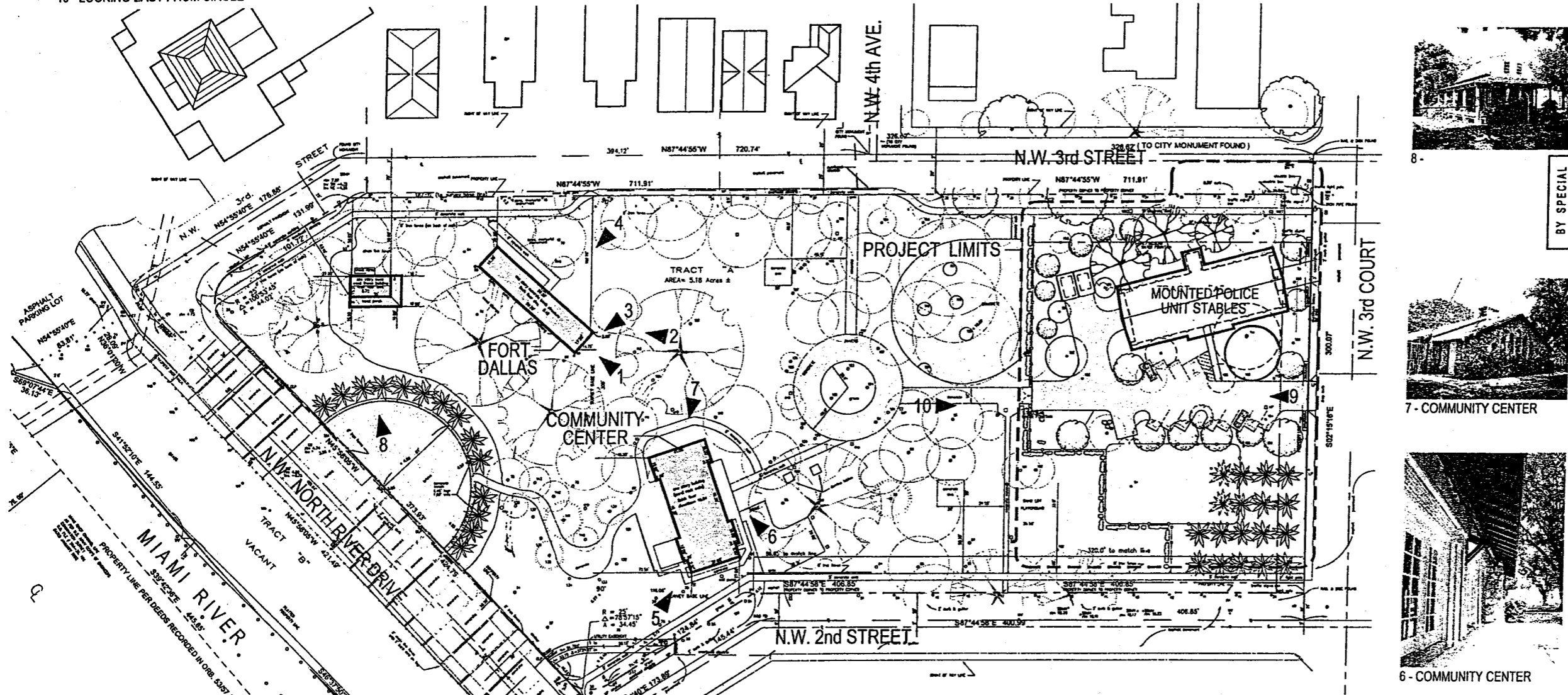
VEGETATION:
 EXISTING TREES:
 EXISTING TO REMAIN:
 NEW TREES:
 REMOVE + RELOCATE (ON-SITE):
 REMOVE + REPLACE (OFF-SITE):
 FINAL TREE COUNT (ON-SITE):

PARKING:

DISTRICT DESIGNATION: G/1 GOVERNMENT + INSTITUTIONAL @ 1 PER 300 GSF	REQUIRED	PROVIDED
EXISTING GSF = 6,551 6,500 / 300 = 21.66	22	59
NEW GSF = 4,375 4,375 / 300 = 14.58	15	11
CUMULATIVE PARKING REQUIREMENTS	37	74

BY SPECIAL EXCEPTION

BY SPECIAL EXCEPTION



1 - FORT DALLAS



2 - FORT DALLAS



3 - FORT DALLAS



4 - FORT DALLAS



5 - COMMUNITY CENTER

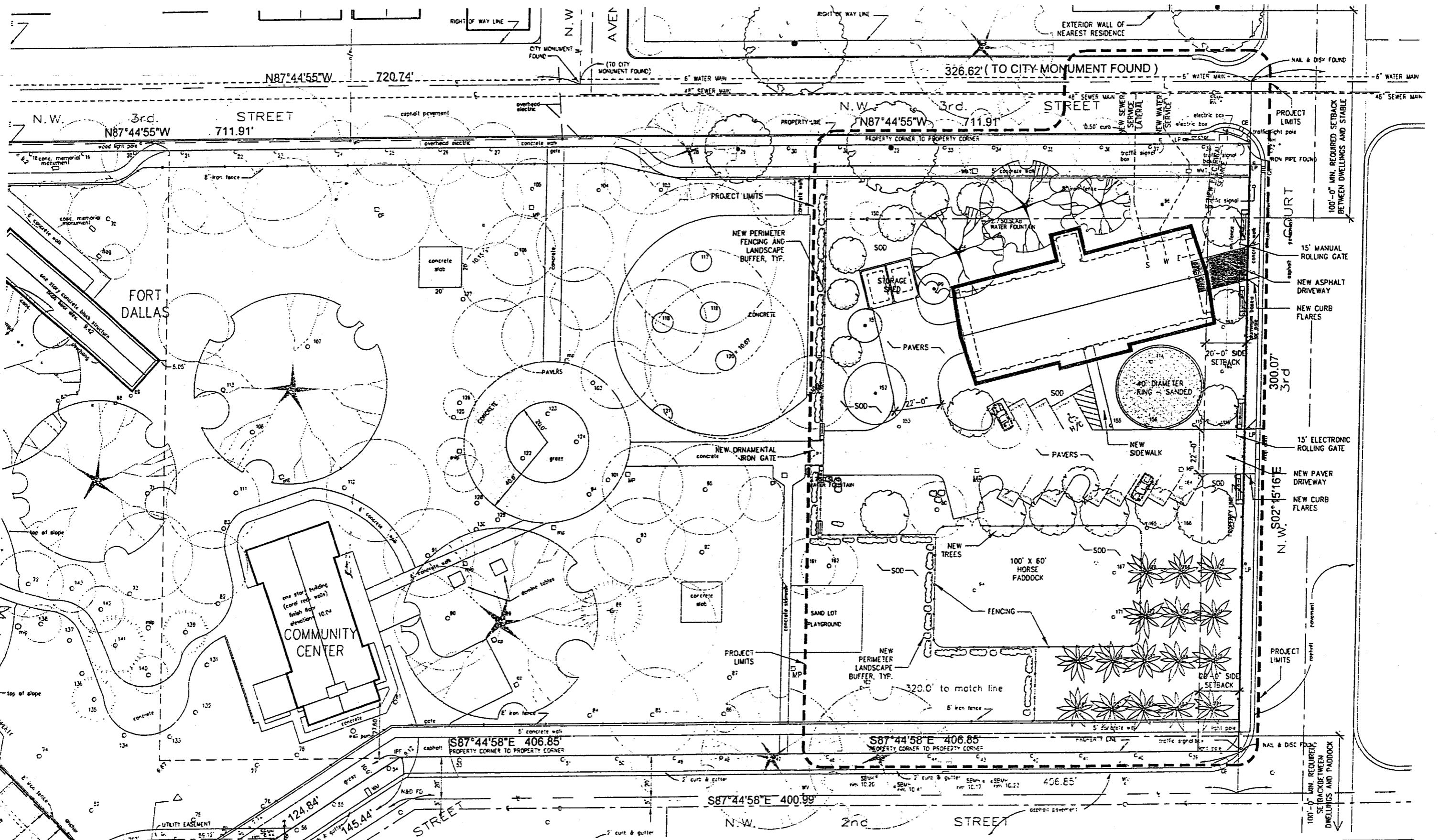


6 - COMMUNITY CENTER



7 - COMMUNITY CENTER





CITY OF MIAMI
MOUNTED POLICE UNIT STABLES
 360 N.W. 3RD STREET, MIAMI, FLORIDA

NOVEMBER 18, 2004

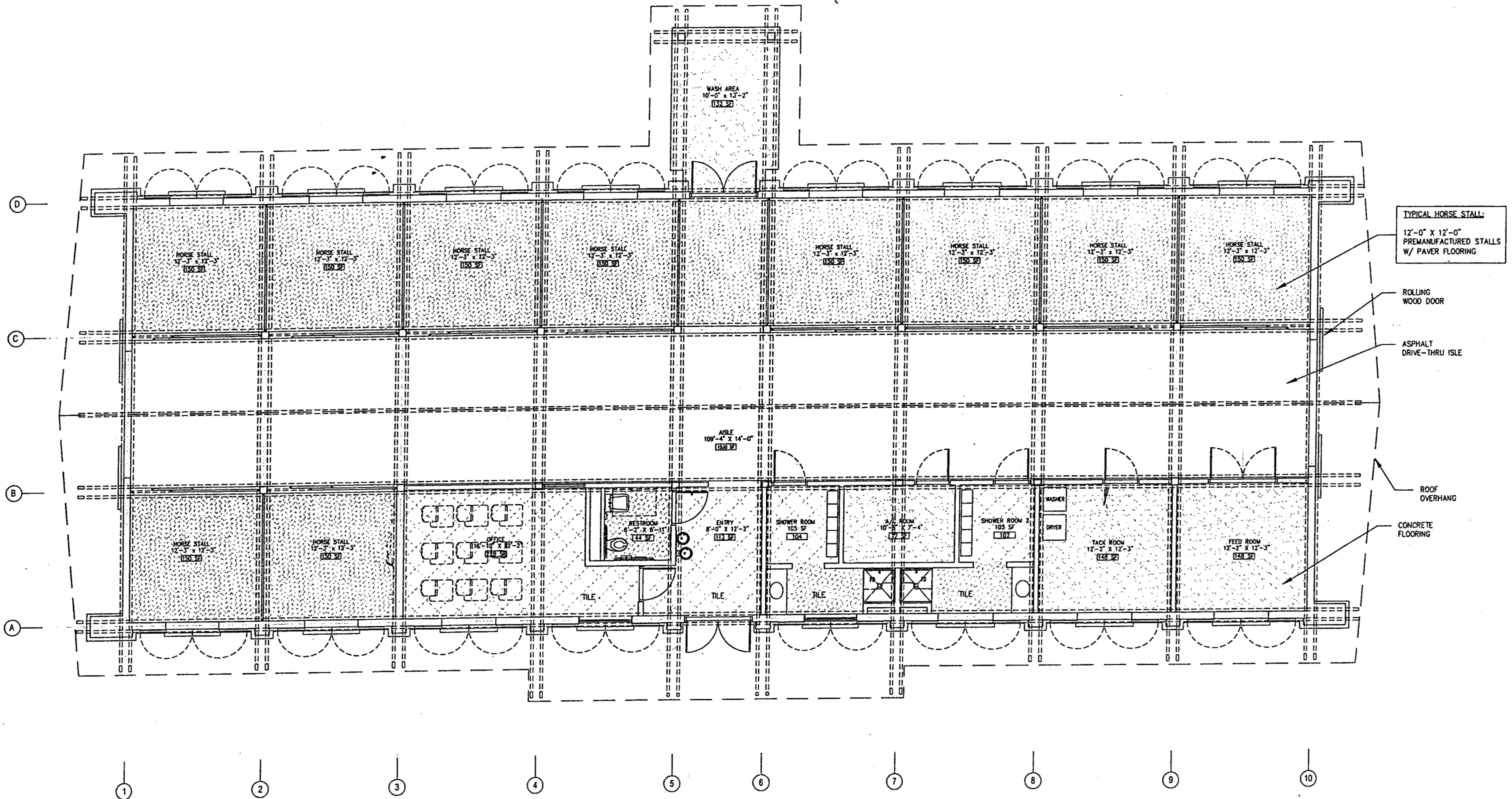
SITE PLAN

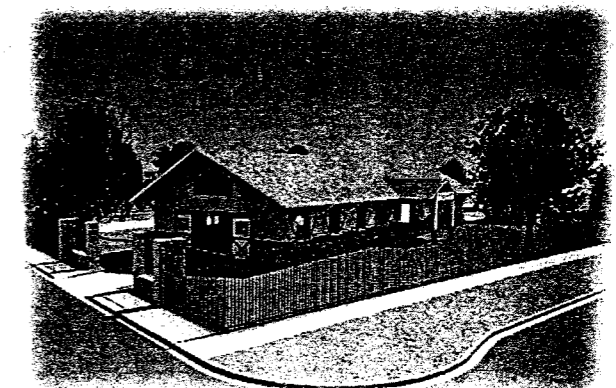
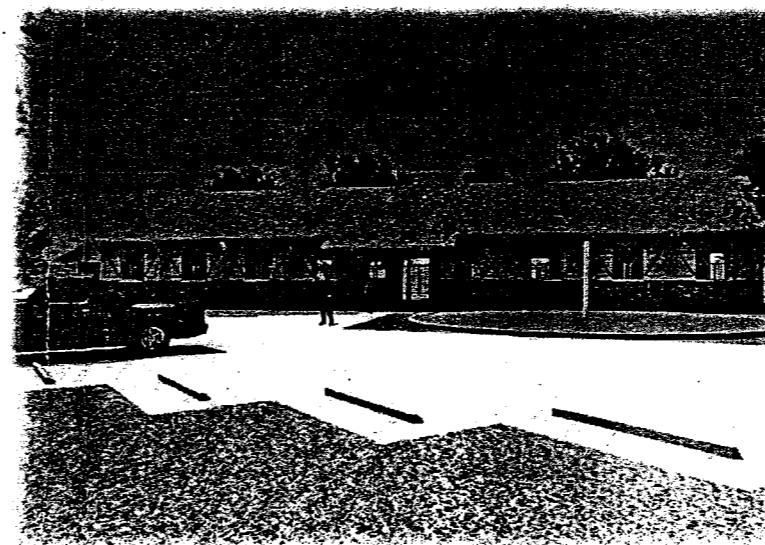
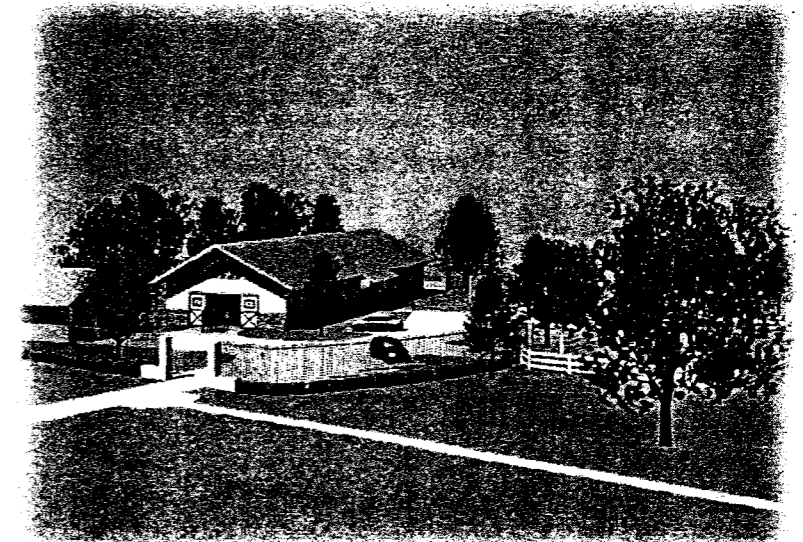
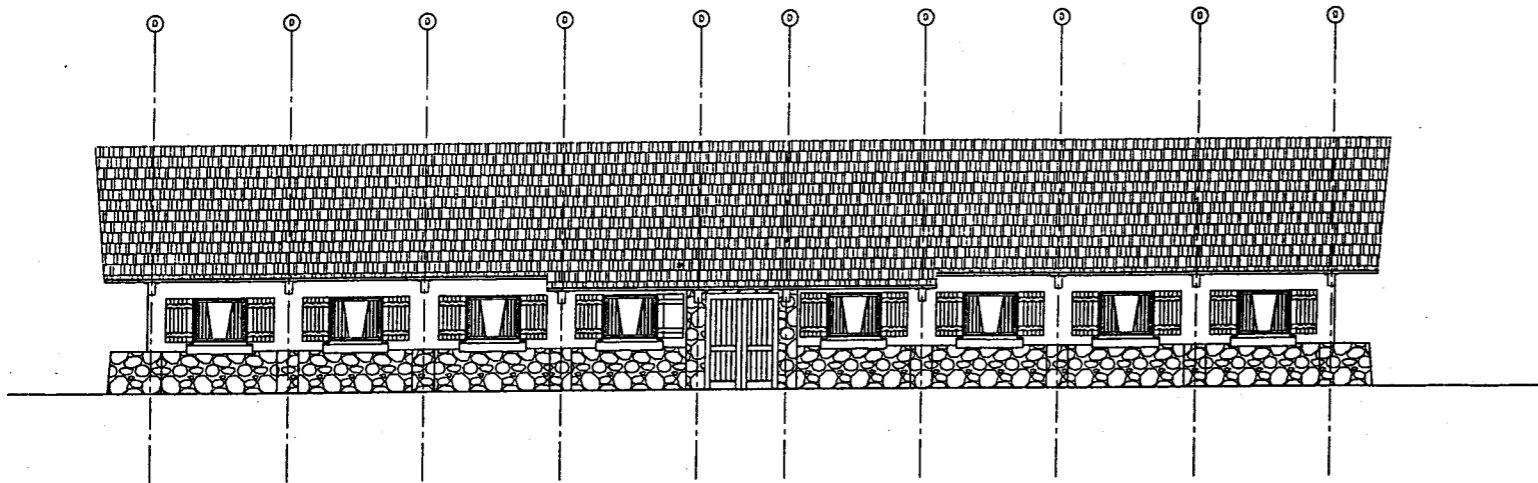
SCALE: 1" = 20'



MCHARR ASSOCIATES
 ARCHITECTS

1700 N. BROADWAY, SUITE 200
 MIAMI, FLORIDA 33132 (305) 575-3700






CITY OF MIAMI
MOUNTED POLICE UNIT STABLES
360 N.W. 3RD STREET, MIAMI, FLORIDA

NOVEMBER 18, 2004

RENDERINGS



MCHARRYASSOCIATES
ARCHITECTURE ENGINEERING PLANNING

2780 SW DOUGLAS RD. - SUITE 302
MIAMI, FLORIDA 33132 (305)448-3765



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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 / \$328,984 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. Ford DATE: _____

BOND OVERSIGHT BOARD



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: _____

Emergency:

Project Name: Margaret Pace Park Improvements Phase 2

Project Location: 1775 N. Bayshore Drive **Project Number:** B-35896

Initiating Dept.: Parks **Commissioner District:** 2

Account Number: _____ **Amount:** _____ **Project Budget:** \$1,192,909.00

Account Number: _____ **Amount:** _____ **Appropriated:** _____

Account Number: _____ **Amount:** _____ **Allocated:** _____

PROJECT FUNDS ALLOCATION	<u>DESIGN PHASE</u>		
	A. A/E Design:		
	1	Basic Fees (10% - 15% of C1)	7% <u>\$44,100.00</u>
	2	Additional Services (≥ 5% of A1)	5% <u>\$2,205.00</u>
	3	Miscellaneous Services (0.5% - 5% of C1)	1% <u>\$4,410.00</u>
	4	CIP Production Management (2% - 5% of C1)	5% <u>\$31,500.00</u>
	B. In-House Design		
	1	Basic Fees (5% - 10% of C1)	0% <u>\$0.00</u>
	2	Miscellaneous Services (0.5% - 5% of C1)	0% <u>\$0.00</u>
			** DESIGN PHASE TOTAL: <u>\$82,215.00</u>
	<u>CONSTRUCTION PHASE</u>		
	C. Construction:		
	1	Construction Estimate:	<u>\$630,000.00</u>
	2	Contingency Allowance: (5% - 10% of C1)	10% <u>\$63,000.00</u>
	3	Permit Fees: (3% - 5% of C1)	5% <u>\$31,500.00</u>
	4	Other Agency Fees: (2% - 3% of C1)	3% <u>\$18,900.00</u>
	5	Telecommunications:	_____
	6	Utilities:	_____
	7	Establishment:	_____
			Construction Total: <u>\$743,400.00</u>
	D. Construction Administration Management		
			Const. Adm. Mgmt. Total: (5% - 7% of C1) 5% <u>\$31,500.00</u>
	E. Furnishings:		
	1	Flooring (if N.I.C.)	_____
	2	Fixtures, Furniture and Equip.: (5% - 7% of C1)	0% <u>\$0.00</u>
3	Information Services:	_____	
4	Accessories: (1% - 2% of C1)	0% <u>\$0.00</u>	
		Furnishings Total: <u>\$0.00</u>	
F. Miscellaneous Construction Costs:			
1	Site Acquisition	_____	
2	Miscellaneous Construction	_____	
		Miscellaneous Construction Cost Total: <u>\$0.00</u>	
		** CONSTRUCTION PHASE TOTAL: <u>\$774,900.00</u>	
		** TOTAL ESTIMATED PROJECT COST: <u>\$857,115.00</u>	

PROJECT SCOPE IDENTIFICATION	Stabilize the eastern shoreline of the park boundary.

FUNDING SOURCES	<u>Homeland Defense Fund 333104</u>	Amount: <u>\$863,925.00</u>
	<u>Other Impact fees - no CIP#</u>	Amount: <u>\$328,984.00</u>
	_____	Amount: _____

Project Manager / Ext.: Sari Berlin / 1297 Date: November 10, 2004

Reviewed by: _____ Date: _____

Reviewed by: _____ Date: _____

Accepted by: _____ Date: _____

Director of the Initiating Department

DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM



1. DATE: 12/14/04 DISTRICT: 3

NAME OF PROJECT: JOSE MARTI PARK - NEW WATER PLAYGROUND

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco (305) 416.1253

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$274,000 (1.35 million allocated; estimated current balance is \$34,172)
SOURCE OF FUNDS: \$219,000 HDNI - Neighborhood Park Improvements & Acquisitions/\$55,000-Jose
Marti/East Little Havana Parks Expansion
ACCOUNT CODE(S): CIP # 331419 & Jose Marti Little Havana Park Expansion Allocation

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: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Includes Water Play-Custom package of equipment per attached schedule A.
Aqua-Fountain installation package per schedule B. DrPlay-Custom 10% contingency for unforeseen conditions &
DrPlay-Adminis.fees estimated water allocation fees for Miami-Dade WSA.
ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 12/8/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 12/14/04
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: In line with costs of others Water Parks. Requires less staff than a pool and no new staff will be
added to this park.

APPROVAL: Robert Q. Funder DATE: 12/14/04
BOND OVERSIGHT BOARD

QUOTATION

Contract Connection Inc.

Quote No 200004881
 Version No 2
 Quote Date 11/08/2004
 Today's Date 11/08/2004
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via Best Way
 Factory Water Play

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

QUOTE TO:**JOB NAME:**

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33130
 Attn: Jose Cerdan
 Phone: 305-416-1304
 Fax: 305-416-2154

Jose Marti Waterplay Area
 Miami, FL 33125
 Attn:
 Phone:

Vendor Catalog	Description	Quantity	Unit Price	Discount	Amount
WaterPlay-Custom	Custom Package of equipment per attached schedule A	1	\$51,742.00	5.00%	\$49,154.90
aqua-Fountain	installation package per schedule B	1	\$178,640.00	0.00%	\$178,640.00
DrPlay-Custom	10% contingency for unforeseen conditions	1	\$22,779.00	0.00%	\$22,779.00
DrPlay-Admin.Fees	Estimated water allocation fees for Miami-Dade WSA	1	\$20,000.00	0.00%	\$20,000.00

Price protected for 30 days. FOB Factory. Shipping 10-12 weeks. Prices subject to exclusions and conditions contained in Schedule B. Terms: Progress payments due 30 days from receipt of invoice and paid according to submitted schedule of values. Pricing per Metro Dade Bid #4907-02/03-2

Material Subtotal: \$270,573.90
 Tax: \$0.00
 Installation Chrgs: \$0.00
 Freight: \$0.00
 Other: \$0.00

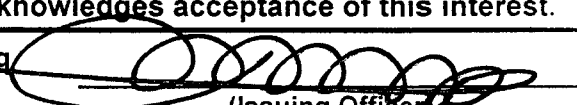
Total=\$270,573.90

**Please Remit All Payments to
 Pembroke Pines Office**

Office: Sfl Tax Exempt: Yes Credit Report Required: No
 Payment Terms: See Terms Below

On the first day of each month, Invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

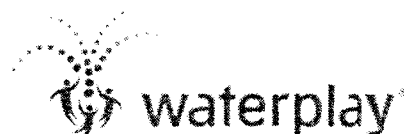
Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.


 (Issuing Officer)

Company: _____ Date: _____
 Authorized Purchaser: _____ Title: _____

PRODUCT QUOTATION

May 18, 2004



Waterplay® Manufacturing Inc.
t: 1 800 590 5552 f 250 493 1675
e: sales@waterplay.com
w: www.waterplay.com

City of Miami Spray Park

Color:	Product Name:	Product ID:	Quantity:	Price Sold:	Line Total:
	Sea Spray, SS	C02-016	2	\$5,370.00	\$10,740.00
	Rolly Poley, SS Column, Alum ball	C02-033	1	\$4,800.00	\$4,800.00
	O-Riginal, SS, w/Graphics	C02-095	2	\$5,490.00	\$10,980.00
	Sail Away, SS Support, Alum Sail	C02-111	2	\$3,750.00	\$7,500.00
	Ground Spray, The Wave	C02-251	8	\$450.00	\$3,600.00
	Ground Spray, Geyser	C02-250	8	\$450.00	\$3,600.00
	Control Panel, T-13	T-13	1	\$6,222.00	\$6,222.00
	Power Post Activator, SS	C02-117	2	\$2,150.00	\$4,300.00

Shipping / Freight costs are determined with confirmation of product selection.

SUBTOTAL \$ 51,742.00
SHIPPING \$ 3,000.00

SCHEDULE "A"

TOTAL USD \$ 54,742.00

TOTAL PRICE includes:

- ~ quick and easy access to Design, Installation and Technical Support through our toll-free line.
- ~ early shipment of all footing templates.
- ~ choice of interchangeable nozzles.

Graphics

- Graphics not included unless specified
- Graphics specifically designed for your community themes are subject to artist approval and will incur additional costs.

Waterplay Equipment Does Not Include:

- Speciality fittings, flex couplers or other similar types of joining.
- Piping, double check valves, in-line strainer, quick coupler c/w key, electronic solenoid valves.
- Power supply, electrical conduit, wiring, connection fittings.

TERMS

IRREVOCABLE LETTER OF CREDIT FOR THE FULL AMOUNT, PAYABLE UPON DELIVERY OF GOODS OR 50% TO ORDER (WITH PO) AND 50% TO SHIP

CONDITIONS

- ~ All orders are verified and approved at our British Columbia, Canada Offices.
- ~ State and local taxes are for the account of the buyer.
- ~ Shipping quotes are subject to change.
- ~ Written Waterplay quotations are valid for 90 days.
- ~ Estimated delivery is 6 - 12 weeks from the date of secured order. Customer will accept goods upon scheduled delivery.
- ~ There will be no holdbacks.
- ~ Waterplay maintains a no return policy and asks all customers to determine product and color carefully.
- ~ Waterplay components are wrapped to insure protection.
- ~ All warranties are in place upon receipt of payment of goods.
- ~ There is a 20% restocking charge on all cancelled orders.

SCHEDULE "B"



PROPOSAL

June 25, 2004

Scott Krohn
Contract Connection, Inc.
2851 Polk Street
Hollywood, FL 33020

re: Marti Park

Dear Scott:

Aqua Design Systems is pleased to provide this proposal for the scope of work necessary to complete the structural support system, mechanical equipment, process piping and electrical, and feature equipment installation for the above referenced project. Aqua Design offers the following scope of work in accordance with the architectural renderings, sketches, equipment cut sheets, and our meeting of March 2004:

Work Included

1. Aqua Design Systems (ADS) generally proposes to provide all labor, construction material, piping material, mechanical equipment and appurtenances necessary to complete the structure and equipment installation. Equipment setting is based on the equipment list provided by Contract Connection, Inc. (CCI).
2. ADS will provide labor and materials for the construction of the equipment bases that generally includes cast-in-place or pre-cast dead man anchor foundations, including installation of anchor bolts provided by CCI. ADS will layout the equipment locations based on survey and control points located by CCI at the waterpark location. The foundation sizes are based on our understanding of the support requirements (Approximately 350 lbs. per anchor).
3. The operating system will include a reservoir and pump room enclosure, including the following equipment elements:
 - a. 1 feature pump (sized to task – Increase in spray activity)
 - b. 1 cartridge filter (sized to task)
 - c. 1 in-line chlorination system
 - d. 1 level indicator in reservoir with automatic solenoid valve
 - e. 1 equipment control panel
 - f. 1 overflow stand pipe tied to storm drain

- g. 1 submersible sump pump in equipment room draining to reservoir
4. The pump enclosure and reservoir/surge tank will be constructed in accordance with jurisdictional codes prevalent in the location of the park. We anticipate below grade structures with recessed lockable access hatches. The structures will be waterproofed as required to avoid infiltration in the pump enclosure, and infiltration/exfiltration into the reservoir/surge tank.
 5. The overflow line from the reservoir will be tied into a gravity drain manhole. We have included an allowance for one 4" Schedule 40 PVC overflow line tied into an existing storm/sanitary manhole or drain system within 100 l.f. of the reservoir.
 6. We have included the equipment vault/reservoir location to be within 20 l.f. of the existing utility services at the existing equipment room in the recreation building. We have assumed that the electrical service and potable water service to be available at the existing equipment room.
 7. The material to be provided by ADS includes Schedule 40 PVC piping with pressures not to exceed 40 psi. The general pipe size is anticipated in the 1-1/2" diameter from the equipment vault to the features.
 8. The price included herein provides for all lines to be excavated to a maximum coverage depth of 24", with single trenches utilized for the primary piping run from the equipment vault to the feature area.
 9. The budgetary price herein includes 4" of pipe bedding stone, and assumes excavated material is suitable backfill over all piping.
 10. The budgetary price includes all electrical conduits from the equipment room to the equipment vault, and from the equipment vault to the LA 9M Control System. No duct bank or concrete coverage of conduits has been included in the price. The budgetary price includes schedule 40 PVC conduit material.
 11. An automated chemical dosage system (Aquasol, Strantrol 3 or equal) with alarm system has been included in the proposal price. A deduct of \$ 3500 will be provided if CCI chooses to delete this from the ADS scope of work.
 12. Wiring from the control panel to the pump equipment, and from the equipment room to the fountain, including terminations, has been included in this proposal.
 13. Functional testing, startup services are provided for one day for the pool equipment. Training will be provided during start-up.
 14. We have assumed unobstructed access to work areas.
 15. General liability insurance is included at ADS standard coverage limits.
 16. One (1) year warranty for material and workmanship provided by ADS is included herein.
 17. As-built data & engineering submittals on ADS provided material is included.
 18. Local permitting has been included in the ADS proposal price.

Schedule of Work

1. It is anticipated that the park will be operational no later than 60 days from issuance of all required permits, providing that no acts of God, transportation strikes, raw material market shortages or unforeseen site conditions exist.
2. Two (2) mobilizations are included.

Work Excluded

1. Concrete and soils testing
2. Coral Rock excavation shall incur additional costs on a time and materials +overhead and profit basis.
3. Underground obstructions or utilities, unforeseen utilities, differing site conditions

4. Supply of Waterplay equipment

Payment Terms

1. Payment required no later than 15 days from date of invoice.
2. No retainage.

Aqua Design Systems is pleased to provide this proposal for the above referenced construction and installation services. ADS will provides the above listed labor, material, piping, and necessary appurtenances as listed herein for the lump sum price of \$178,640.00 ADS reserves the right to review pricing and site conditions upon final RFC drawings should changes to the conditions noted herein reflect an increase in the price provided.

This price is valid for 30 days from the date of this proposal. Please do not hesitate call me at (770) 716-5592 should you have any questions.

Sincerely,

Don Perkins
AQUA DESIGN SYSTEMS

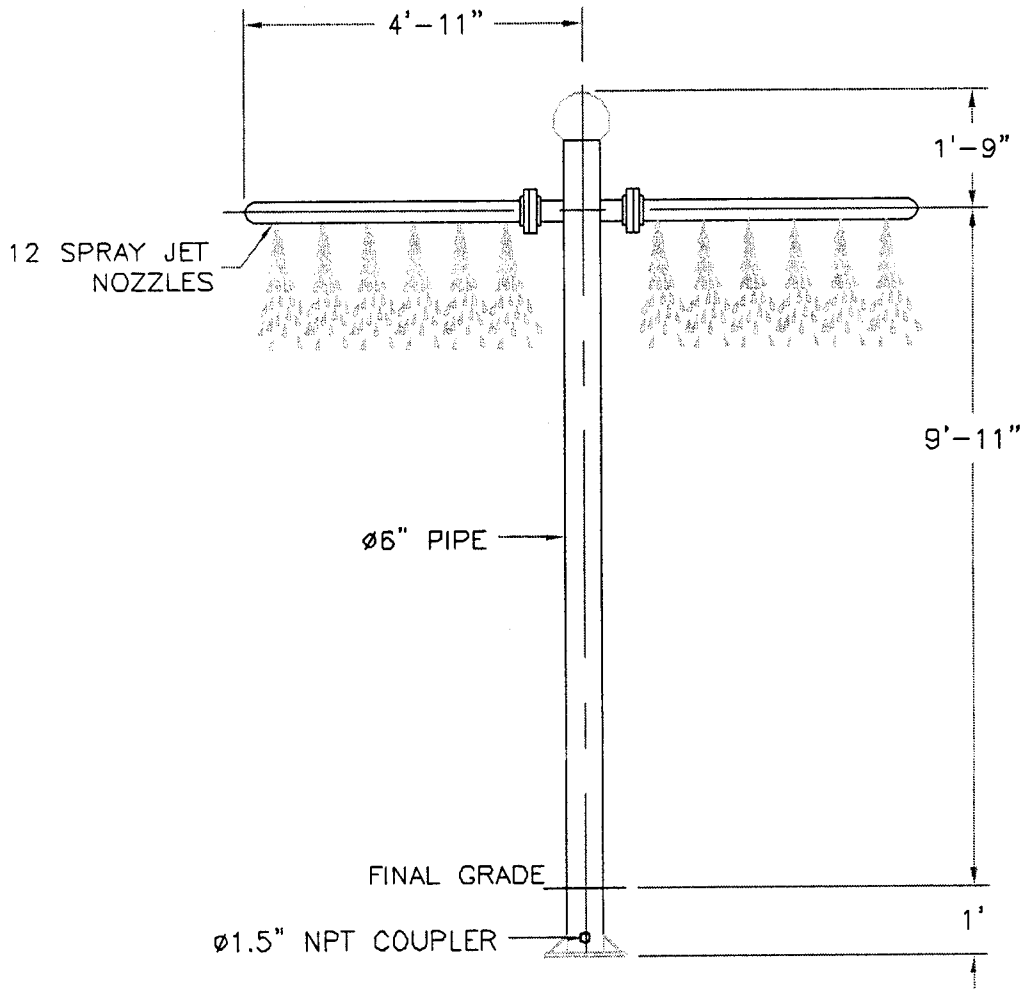


SEA SPRAY

SCALE:
1/32

- C01-16 ALUMINUM
- C02-16 STAINLESS STEEL

WATER CONSUMPTION-
APPROX. 8-12 GPM @ 15-30 PSI.



COMPONENT INCLUDES:

- FOOTING TEMPLATE & ANCHOR HARDWARE
- SPRAY NOZZLE(S)
- WINTER/PRESSURE TEST NOZZLE
- SERVICE TOOL(S)
- TAMPER RESISTANT HARDWARE



P.O. Box 909, Penticton, BC, V2A 6J9
 Tel. 250 493-1893 Fax 250-493-1875
 email design@waterplay.com
 www.waterplay.com

Rev #	By	Date	Revision
1	TGJ	01/29/03	CHANGED CONSUMPTION DATA

Sea Spray

C01-016: Aluminum

C02-016: Stainless Steel

Touch the bollard, hop aboard ship and watch the mast drop its sails. With six nozzles on either arm of the mast, the misty downfall is a soft sheet of water billowing from the mast, like a sail blowing in the wind. This is Sea Spray at its softest.

Component:

Shall be constructed of A304 stainless steel schedule 10 or aluminum 6061 schedule 40 pipe.

Base Plate:

Shall be 14" square with four (4) 1" diameter bolt holes and one 3/8" electrical grounding wire hole. It is to be constructed of 1/2" thick stainless steel A304 or 3/4" thick aluminum 5052 and attached to the component using a watertight fillet weld.

Anchoring:

Four (4) 3/4"-10NC x 12 1/2" A304 stainless steel J bolts to be used with four (4) 3/4" stainless steel leveling nuts and four (4) 3/4" stainless steel securing nuts complete with washers per side.

Grounding:

All components shall be grounded using bare #6 AWG wire bolted to 3/8" hole in base plates. Consult local electrical inspector for local codes and final inspection.

Water Inlet:

Component shall have 1 1/2" National Pipe Thread (NPT) couplers.

Nozzles:

Shall be constructed of Delrin® acetal resin, precision machined and interchangeable. They shall be tamper resistant and be secured using security tools and/or fasteners supplied by manufacturer.

Safety:

Component shall meet ADA compliance for handicap accessibility, and meet or exceed current ASTM F1487 playground safety standards.



1 800 590 5552



sales@waterplay.com



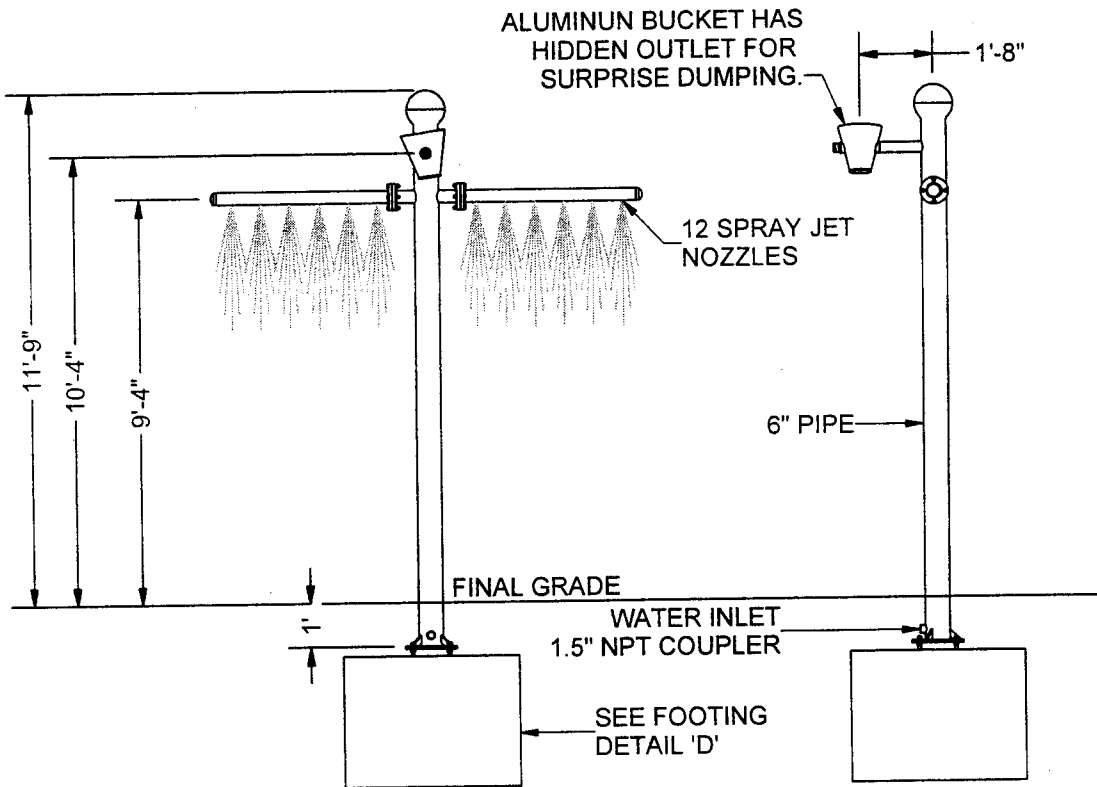
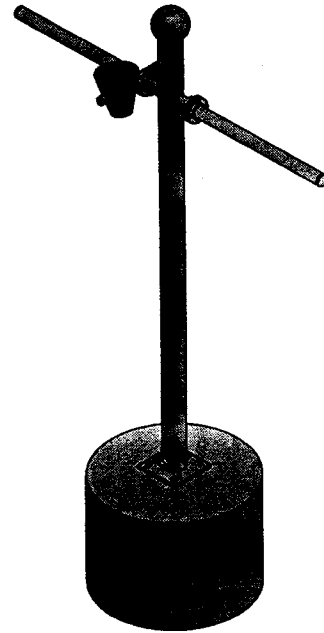
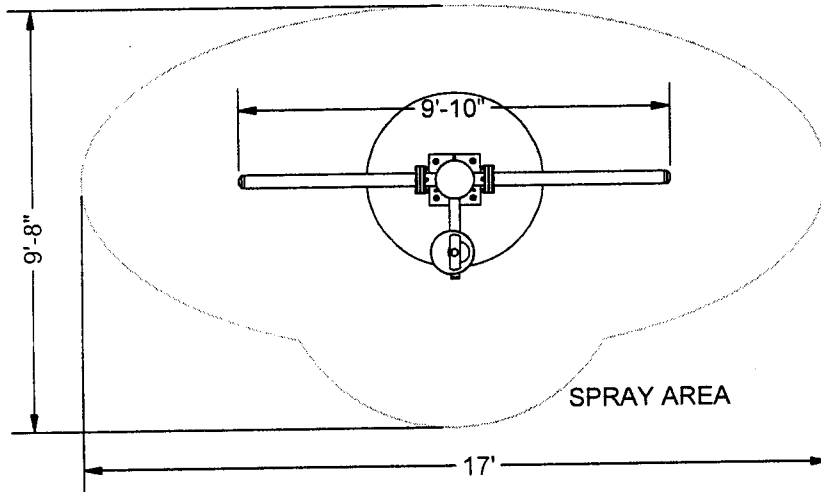
www.waterplay.com



CROWSNEST

COX-047

water consumption: 40 gpm at 15 psi. (approximate)



- Components include:
- Footing Template & Anchor Hardware
 - Spray Nozzles
 - Winter Nozzle Blank
 - Service Tools
 - Tamper Resistant Hardware

waterplay[®]

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Crowsnest

C01-047: Aluminum

C02-047: Stainless Steel

Land Ho! This nautical themed component combines the soft spray from the arms of the mast with a sneaky bucket of water dumping from the crowsnest at the top. This toy is great for kids of all ages.

Component:

Shall be constructed of A304 stainless steel schedule 10 or aluminum 6061 schedule 40 pipe.

Bucket:

Shall be constructed of aluminum 5052, 3/16" plate.

Base Plate:

Shall be 14" square with four (4) 1" diameter bolt holes and one 3/8" electrical grounding wire hole. It is to be constructed of 1/2" thick stainless steel A304 or 3/4" thick aluminum 5052 and attached to the component using a watertight fillet weld.

Anchoring:

Four (4) 3/4"-10NC x 12 1/2" A304 stainless steel J bolts to be used with four (4) 3/4" stainless steel leveling nuts and four (4) 3/4" stainless steel securing nuts complete with washers.

Grounding:

All components shall be grounded using bare #6 AWG wire bolted to 3/8" hole in base plates. Consult local electrical inspector for local codes and final inspection.

Water Inlet:

Component shall have a 1 1/2" National Pipe Thread (NPT) coupler.

Nozzles:

Shall be constructed of Delrin® acetal resin, precision machined and interchangeable. They shall be tamper resistant and be secured using security tools and/or fasteners supplied by manufacturer.

Safety:

Component shall meet ADA compliance for handicap accessibility, and meet or exceed current ASTM F1487 playground safety standards.



1 800 590 5552



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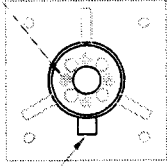
ROLLY POLEY

SCALE: 1/24

- C01-33 ALUMINUM
- C02-33 STAINLESS STEEL

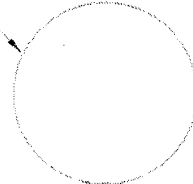
WATER CONSUMPTION-
APPROX. 6-9 GPM @ 15-30 PSI.

4 SPRAY JET
NOZZLES



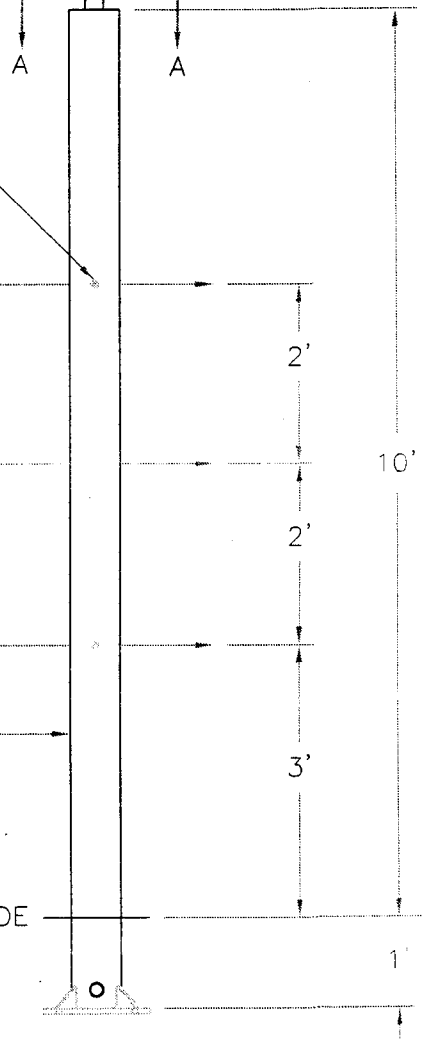
Ø1.5" NPT COUPLER

Ø24" ALUMINUM BALL



TOP (SECTION AA)
SCALE 1/16

12 SPRAY JET
NOZZLES ON 4 SIDES



APPRX COMPONENT WT.
STAINLESS: 324 LB
ALUMINUM: 158 LB

Ø6" PIPE

FINAL GRADE

COMPONENT INCLUDES:

- FOOTING TEMPLATE & ANCHOR HARDWARE
- SPRAY NOZZLE(S)
- WINTER/PRESSURE TEST NOZZLE
- SERVICE TOOL(S)
- TAMPER RESISTANT HARDWARE

3	TGJ	03-02-26	UPDATED CONSUMPTION INFO
2	KIP	01-07-26	ADDED COLUMN NOZZLES
1	AL	00-08-23	REV'D COLUMN HT
Rev #	By	Date	Revision



P.O. Box 909, Penticton, BC, V2A 6J9
Tel. 250 493-1693 Fax 250-493-1675
email design@waterplay.com
www.waterplay.com

Rolly Poley

C01-033: Aluminum

C02-033: Stainless Steel

A fresh peach glistening with dew drops sprays you from high above. In a beach-themed park, the peach might be a beach ball, resting on top of a stream of water, or a sun with a happy smiley face. Splash and play beneath the features of your choice.

Component:

Shall be constructed of A304 stainless steel schedule 10 or aluminum 6061 schedule 40 pipe.

Base Plate:

Shall be 14" square with four (4) 1" diameter bolt holes and one 3/8" electrical grounding wire hole. It is to be constructed of 1/2" thick stainless steel A304 or 3/4" thick aluminum 5052 and attached to the component using a watertight fillet weld.

Anchoring:

Four (4) 3/4"-10NC x 12 1/2" A304 stainless steel J bolts to be used with four (4) 3/4" stainless steel leveling nuts and four (4) 3/4" stainless steel securing nuts complete with washers.

Grounding:

All components shall be grounded using bare #6 AWG wire bolted to 3/8" hole in base plates. Consult local electrical inspector for local codes and final inspection.

Water Inlet:

Component shall have a 1 1/2" National Pipe Thread (NPT) coupler.

Nozzles:

Shall be constructed of Delrin® acetal resin, precision machined and interchangeable. They shall be tamper resistant and be secured using security tools and/or fasteners supplied by manufacturer.

Safety:

Component shall meet ADA compliance for handicap accessibility, and meet or exceed current ASTM F1487 playground safety standards.



1 800 590 5552



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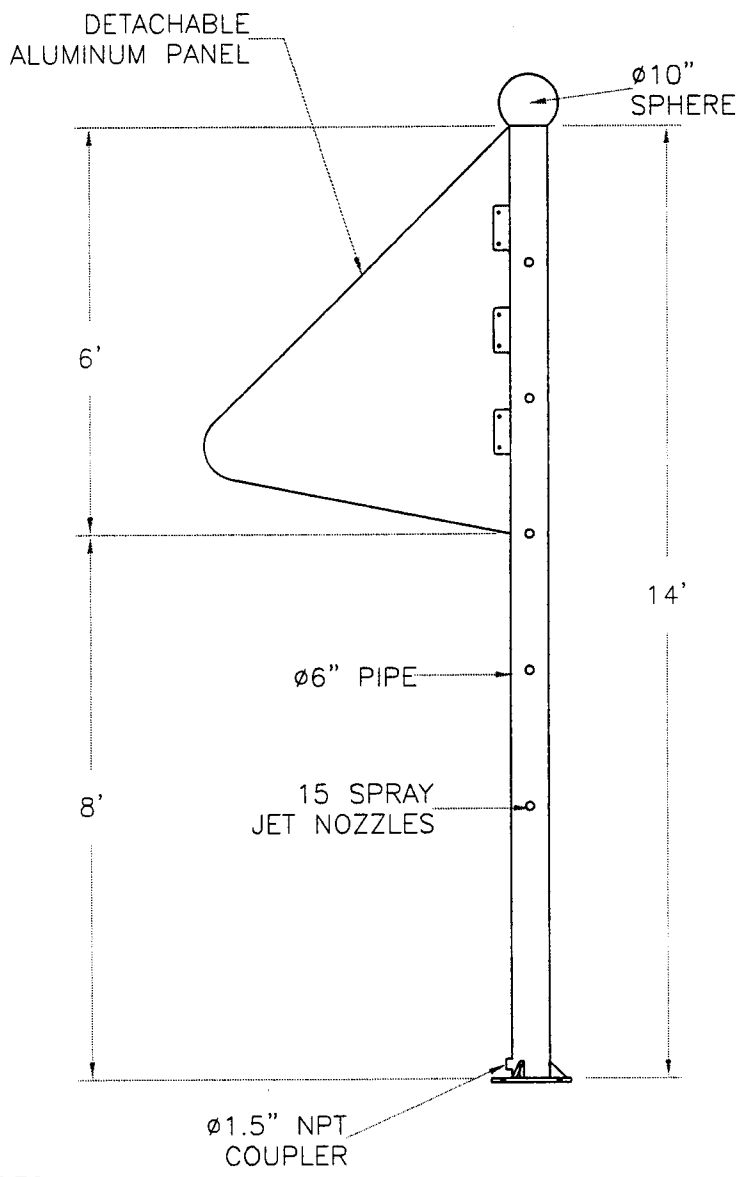


SAIL AWAY

SCALE:
1/32

- C01-111 ALUMINUM
- C02-111 STAINLESS STEEL

WATER CONSUMPTION-
APPROX. 12-18 GPM @ 20-35 PSI.



COMPONENT INCLUDES:

- FOOTING TEMPLATE & ANCHOR HARDWARE
- SPRAY NOZZLE(S)
- WINTER/PRESSURE TEST NOZZLE
- SERVICE TOOL(S)
- TAMPER RESISTANT HARDWARE

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Rev #	By	Date	Revision
1	AL	6/3/02	UPDATE CONSUMPTION INFO

Sail Away

C01-111: Aluminum

C02-111: Stainless Steel

Set sail on this boat, and see what cool and breezy destination you'll be taken to. Seawater streams off the mast, and falls on the sailors below. Make your ship a huge yacht by adding Sea Spray, an Anchors Away, and of course water cannons to defend the ship.

Component:

Shall be constructed of A304 stainless steel schedule 10 or aluminum 6061 schedule 40 pipe.

Panel:

Shall be constructed of 3/8" Aluminum 5052 plate.

Base Plate:

Shall be 14" square with four (4) 1" diameter bolt holes and one 3/8" electrical grounding wire hole. It is to be constructed of 1/2" thick stainless steel A304 or 3/4" thick aluminum 5052 and attached to the component using a watertight fillet weld.

Anchoring:

Four (4) 3/4"-10NC x 12 1/2" A304 stainless steel J bolts to be used with four (4) 3/4" stainless steel leveling nuts and four (4) 3/4" stainless steel securing nuts complete with washers per side.

Grounding:

All components shall be grounded using bare #6 AWG wire bolted to 3/8" hole in base plates. Consult local electrical inspector for local codes and final inspection.

Water Inlet:

Component shall have 1 1/2" National Pipe Thread (NPT) couplers.

Nozzles:

Shall be constructed of Delrin® acetal resin, precision machined and interchangeable. They shall be tamper resistant and be secured using security tools and/or fasteners supplied by manufacturer.

Safety:

Component shall meet ADA compliance for handicap accessibility, and meet or exceed current ASTM F1487 playground safety standards.



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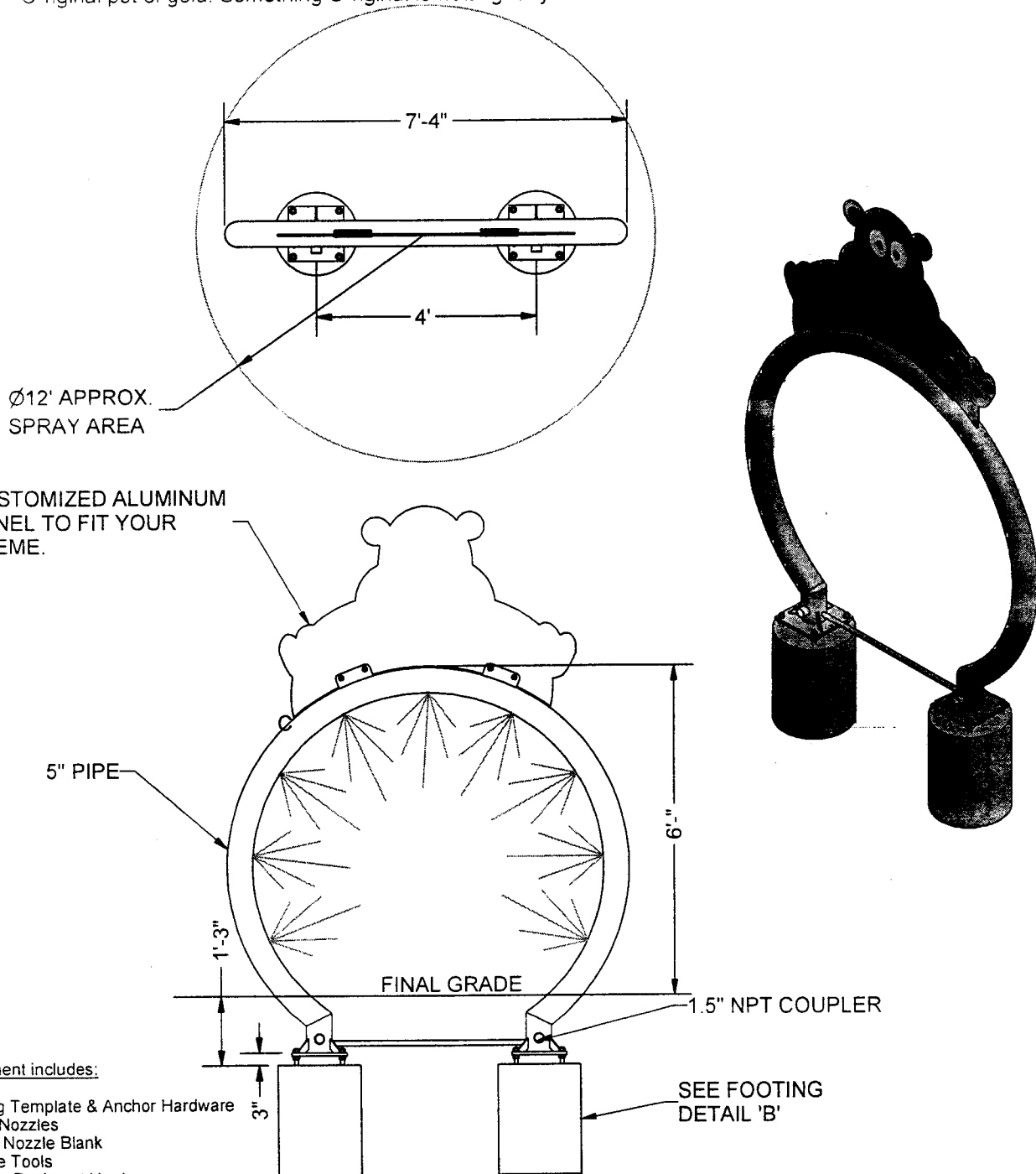
www.waterplay.com

O-RIGINAL

COX-095

water consumption: 6.2 gpm at 15 psi. (approximate)

Your playground is even more fun when all the parts have personality! At a circus, you might jump through a hoop held by a circus clown. At the end of an Aqua Arch rainbow, you could find your own O-riginal pot of gold. Something O-riginal is waiting for you!



Component includes:

- Footing Template & Anchor Hardware
- Spray Nozzles
- Winter Nozzle Blank
- Service Tools
- Tamper Resistant Hardware

GENERAL SPECIFICATIONS

COMPONENT MATERIAL	6061-T6 AL, A304 SS	SPRAY NOZZLES	CNC MACHINED DELRIN® WITH TAMPER RESISTANT FASTENERS & O-RING SEAL. SECURITY TOOLS INCLUDED.
BASE PLATE	12" X 12" 4-1" HOLES	SAFETY	COMPONENT SHALL MEET ADA COMPLIANCE FOR HANDICAP ACCESSIBILITY, AND MEET OR EXCEED CURRENT ASTM F1487 SAFETY STANDARDS
COMPONENT ANCHORING	3/4-10NC X 12" J-BOLTS, A316 SS		
COMPONENT GROUNDING	#6 AWG BARE CU. WIRE & AN APPROVED GRD LUG		
WATER INLET	2- 1.5" NPT COUPLER		



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 e: design@waterplay.com w: waterplay.com

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NOTE:
 THIS IS A PARTIAL SPECIFICATION. FOR FULL WATERPLAY® PRODUCT SPECIFICATIONS, PLEASE REFER TO THE WATERPLAY® GENERAL SPECIFICATION DOCUMENT

Tidal Wave

C02-252: Stainless Steel

Water geysers scattered across your playground could erupt at any time! You'd better tiptoe. Ground Sprays provide simple spray fun that shouldn't be underestimated. The Tidal Wave surges upward and outward drenching all in its path. Toddlers love the gentle drops that fall. The surprising patterns possible with multiple ground sprays are loved by older youths.

Component:

Shall be constructed of A304 stainless steel schedule 40 pipe.

Base Plate:

Shall be 8" square with four (4) 1" diameter bolt holes and one 3/8" electrical grounding wire hole. It is to be constructed of 1/2" thick stainless steel A304 and attached to the component using a watertight fillet weld.

Anchoring:

Four (4) 3/4"-10NC x 8" A304 stainless steel J bolts to be used with four (4) 3/4" stainless steel leveling nuts and four (4) 3/4" stainless steel securing nuts complete with washers.

Grounding:

All components shall be grounded using bare #6 AWG wire bolted to 3/8" hole in base plates. Consult local electrical inspector for local codes and final inspection.

Water Inlet:

Component shall have a 1 1/2" National Pipe Thread (NPT) coupler.

Nozzles:

Shall be constructed of Delrin® acetal resin, precision machined and interchangeable. They shall be tamper resistant and be secured using security tools and/or fasteners supplied by manufacturer.

Safety:

Component shall meet ADA compliance for handicap accessibility, and meet or exceed current ASTM F1487 playground safety standards.



1 800 590 5552

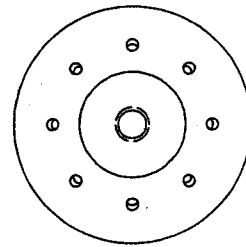
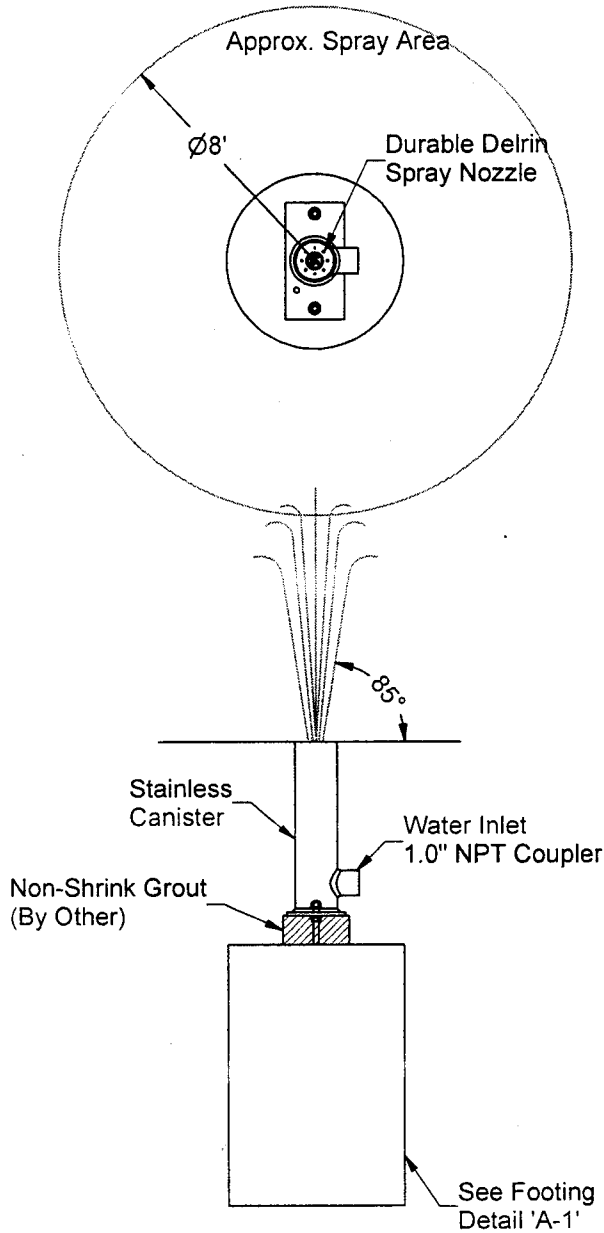


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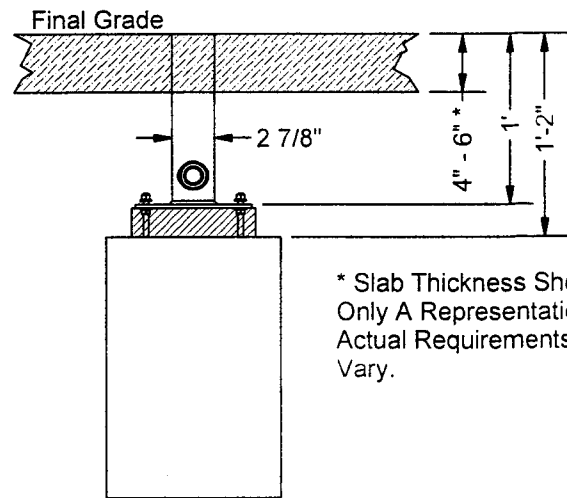
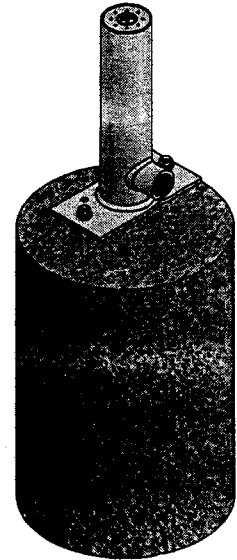


www.waterplay.com

water consumption: 5 gpm at 15 psi. (approximate)



Nozzle #- NOZ-08001



* Slab Thickness Shown Is Only A Representation. Actual Requirements May Vary.

Component includes:

- Footing Template & Anchor Hardware
- Spray Nozzles
- Winter Nozzle Blank
- Service Tools
- Tamper Resistant Hardware

GENERAL SPECIFICATIONS			
COMPONENT MATERIAL	TYPE A304L STAINLESS STEEL, SCH 40 PIPE	SPRAY NOZZLES	CNC MACHINED DELRIN® WITH TAMPER RESISTANT FASTENERS & O-RING SEAL. SECURITY TOOLS INCLUDED
BASE PLATE	1/4" x 8" x 4" TYPE A304 SS PLATE W/ TWO 1/2" HOLES	SAFETY	COMPONENT SHALL MEET ADA COMPLIANCE FOR HANDICAP ACCESSIBILITY, AND MEET OR EXCEED CURRENT ASTM F1487 SAFETY STANDARDS
COMPONENT ANCHORING	TWO 3/8-10NC x 8" J-BOLTS, TYPE A304 SS		
COMPONENT GROUNDING	#6 AWG BARE CU. WIRE & AN APPROVED GRD LUG		
WATER INLET	1.0" NPT COUPLER		



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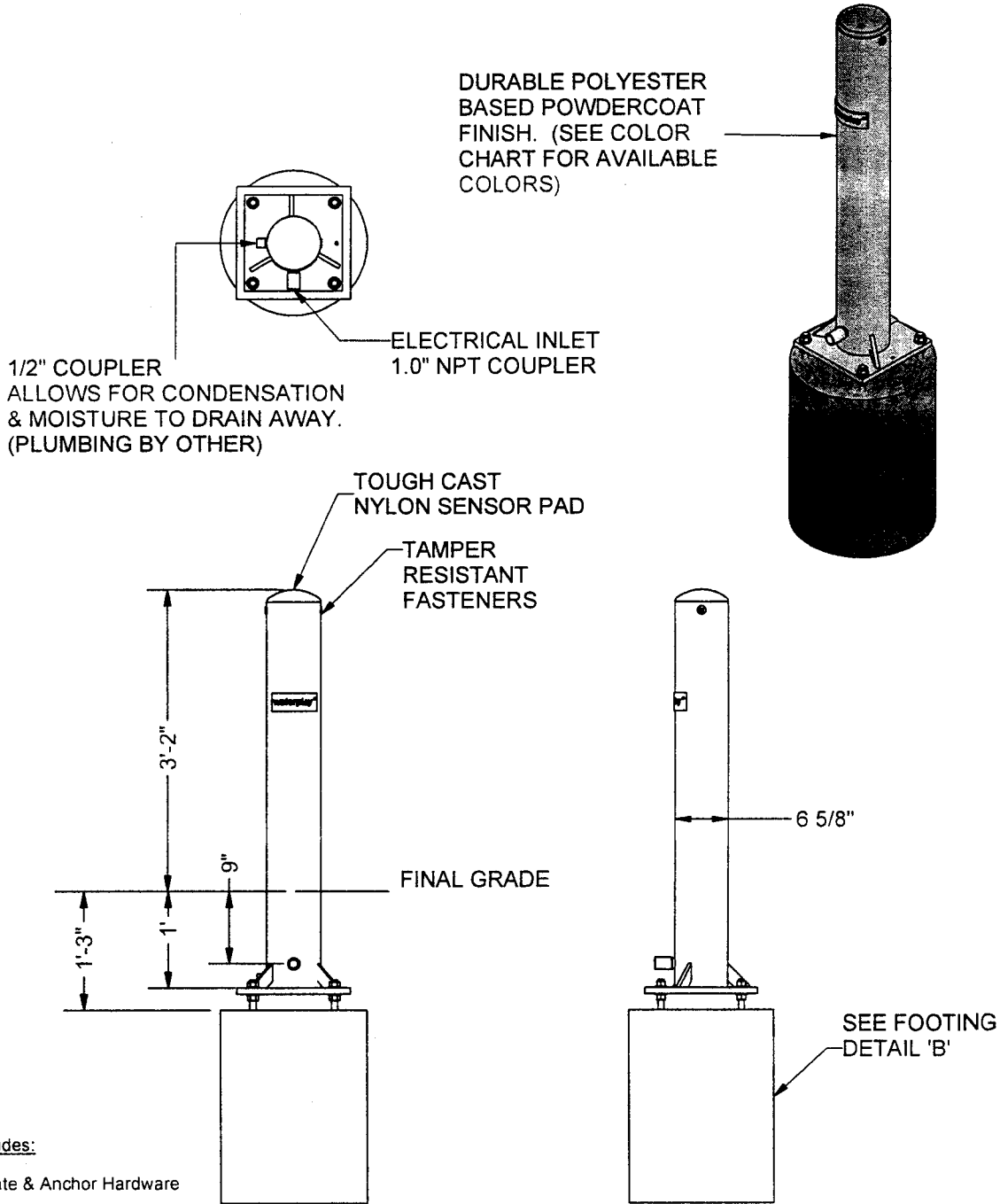
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POWER POST

COX-117

In this park YOU are in control. Touch the top of the Power Post and watch the spray park come alive. This activator is ment for everyone from the tall to the small.



Component includes:

- Footing Template & Anchor Hardware
- Sensor
- Service Tools
- Tamper Resistant Hardware

GENERAL SPECIFICATIONS

COMPONENT MATERIAL	A304 SS	SENSOR TYPE	12V DC CAPACITIVE SENSOR, FIELD ADJUSTABLE, GROUND FAULT PROTECTED.
BASE PLATE	12" x 12" WITH 4-1" HOLES	SAFETY	COMPONENT SHALL MEET ADA COMPLIANCE FOR HANDICAP ACCESSIBILITY, AND MEET OR EXCEED CURRENT ASTM F1487 SAFETY STANDARDS
COMPONENT ANCHORING	3/4-10NC X 12" J-BOLTS, A304 SS		
COMPONENT GROUNDING	#6 AWG BARE CU. WIRE & AN APPROVED GRD LUG		
ELECTRICAL CONDUIT	1" NPT COUPLER		
MOISTURE DRAIN	1/2" NPT COUPLER		

waterplay [®]

129 Nanaimo Ave. W.
 Penticon, BC, V2A 1N2
 t: (250) 493-1693 f: (250) 493-1675
 e: design@waterplay.com w: waterplay.com

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HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

DECEMBER 2004 DEPARTMENT OF PARKS AND RECREATION PROPOSED PROJECT FUNDING

<u>PARK</u>	<u>PROJECT</u>	<u>B-No.</u>	<u>\$ REQ.</u>	<u>BUDGET</u>	<u>ORIG. SCOPE</u>	<u>INITIATED BY</u>
1) Jose Marti Park 351 SW 4 th Street	Water Playground	TBD	\$219,000	\$1.35 Mil	Included	Staff Commissioner
			\$ 55,000	\$ 5 Mil	(Park Expansion allocation)	Sanchez
2) Bay of Pigs SW 56 Ave and 3 rd St (Swings and Seesaw)	Playground Equipment	B75920	\$ 12,000	\$40,000	Included	Homeland Board

Total Approvals Requested : \$286,000



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 12/14/04 DISTRICT: 4

NAME OF PROJECT: BAY OF PIGS - PLAYGROUND EQUIPMENT

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: B-75920

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,

TOTAL DOLLAR AMOUNT: \$12,000 (\$40,000 allocated; Estimated current balance is \$23,000)

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: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Scope includes Sports Play double seesaw, 2 bay Arch swing w/ 2 belt & 2 tot seats, Safe Play age appropriate sign-free Standing, Kid Timbers, Installation of play equipment and furnish & Install 80 Ton Playground sand.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 12/8/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 12/14/04

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: Member Manolo Reyes requested this item.

APPROVAL: *Robert O. Ford* DATE: 12/14/04
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

Play-It-Safe Enterprises

15896 Mellen Lane
 Jupiter, Fl. 33478
 561-745-9444
 561-745-8740 - fax

Estimate

DATE	ESTIMATE #
12/7/2004	1765

NAME / ADDRESS
City of Miami Parks & Rec 444 S.W. 2nd Ave. 8th Fl. Miami, FL. 33130 Attn: Jose Cerdan

P.O. NO.	TERMS	Phone	Fax
	Due on receipt		

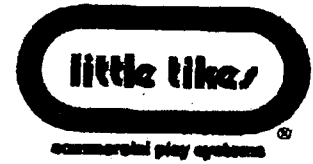
DESCRIPTION		TOTAL
Project: Bay of Pigs Memorial Park		
Sports Play double seesaw	1	566.50
2 bay Arch swing w/ 2 belt & 2 tot seats	1	2,856.00
Safe play age appropriate sign - free standing	1	400.00
Kid Timbers	29	1,528.00
Discount:		-535.00
Freight:		834.00
Tax: Exempt		0.00
Installation of play equipment		1,200.00
Furnish & Install 80 Ton playground sand		2,640.00
TOTAL		\$9,489.50

Please sign and return if you would like to schedule

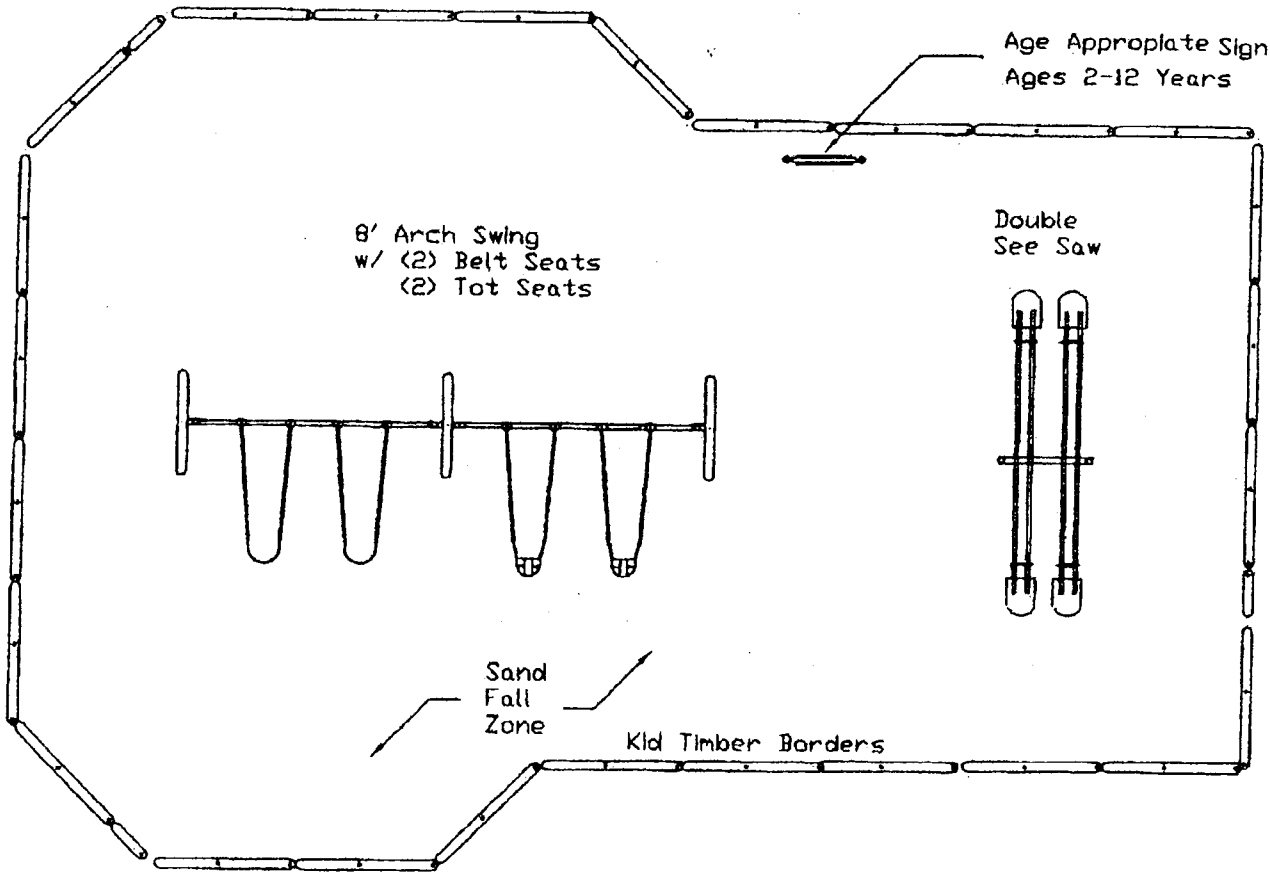
SIGNATURE

Bay Of Pigs Memorial Park

Miami, Florida



PROJECT: Bay Of Pigs Memorial Park Miami, Florida	
LTCPS REP: Susan & Ron Altamura Bliss Products & Services 561-745-0444	
DRAWN BY:	RA
DATE:	Revised 12-08-04
DWG NAME:	Bay Of Pigs
SCALE:	1/8"=1'
LTCPS: One Iron Mountain Drive Farmington, Missouri, 63640 Voice: 1-800-325-8828 Fax: 1-800-756-0319	





DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 12/14/04

DISTRICT: 1, 3, 5

NAME OF PROJECT: EMERGENCY WAIVER FOR SELECTED HOMELAND DEFENSE BOND-FUNDED PROJECTS: Grapeland Park Water-Theme Park, Grapeland Park Community Recreation Facility & Parking, Grapeland Recreational Fields & Site Development, Little Haiti Park Cultural Campus, Little Haiti Park Soccer & Recreation Components and Jose Marti Park Gym.

INITIATING DEPARTMENT/DIVISION: Capital Improvements

INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094/Jorge Cano (305)416-1282

C.I.P. DEPARTMENT CONTACT: Jorge Cano

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: _____

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,

TOTAL DOLLAR AMOUNT: \$ 33,879,655 (333128-Grapeland Water-Theme Park/311711 & 331419-Grapeland Park Community Recreation Facility & Parking and Recreational Fields & Site Development/331312-Little Haiti Cultural Campus, Soccer & Recreation Center and Jose Marti Gym)

SOURCE OF FUNDS: _____

ACCOUNT CODE(S): CIP # 333128/311711, 331419, 331312

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: See attached

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 12/8/04

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

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: Item was approved 12/9/04 on Commission.

APPROVAL: *Robert O. Fland*
BOND OVERSIGHT BOARD

DATE: 12/14/04

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor and Members
of the City Commission

DATE :

FILE :

SUBJECT : Worksheet for Agenda Item – Resolution:
Emergency Waiver for Selected Homeland
Defense Bond-Funded Projects

FROM :


Joe Arriola
City Manager

REFERENCES :

ENCLOSURES : Ad, Budget Impact, Architect Letters,
Resolution, Emergency Finding

Department Requesting Agenda Item: Capital Improvements and Transportation

- 1) **Subject:** Fast-tracking six (6) critical Homeland Defense Neighborhood Improvement Bond-funded projects at Grapeland Heights Park, Jose Marti Park and for Little Haiti Park
- 2) **Purpose of item:** Ratification of City Manager's emergency finding (attached to the resolution) regarding the negative fiscal impacts of unspent Homeland Defense Neighborhood Improvement Bond proceeds justifying a waiver of competitive procurement procedures (pursuant to City Code Chapter 18, and Florida Statutes Section 287.055 and 255.20) for six (6) large capital projects as follows:
 - a) To implement the Grapeland Heights Park Water-Theme Park, the Grapeland Park Community Recreation Facility and Parking, and the Grapeland Recreational Fields and Site Development projects (B-35828, B-30105 and B-60496, respectively), and the Little Haiti Park Soccer and Recreational Facilities project (B-38500) using the **Design-Build** method:
 - i) Recreation Design Consultants should serve as the prime consultant/contractor for the Grapeland Heights Park projects (B-35828, B-30105 and B-60496) with the design firm of Carzo Castella Carballo Thompson Salman (C3TS) as the subconsultant/engineer.
 - ii) Recreation Design Consultants should serve as the prime consultant/contractor for the Little Haiti Park Soccer and Recreational Facilities (B-38500) with the design firm of Zyscovich Architects as the subconsultant/architect.
 - b) To implement the Jose Marti Park Gymnasium (B-35857) and Little Haiti Park Cultural Campus (B-30295) projects using the **Construction Management-at-Risk** method:
 - i) Pirtle Construction Company, Inc. should serve as the contractor, Construction Manager at Risk, for the Jose Marti Park Gymnasium project (B-35857) and the design firm of Zyscovich Architects should serve as the architect for the project, under an existing agreement dated June 24, 2002, subject to the additional approval of the City Commission.
 - ii) Pirtle Construction Company, Inc. should serve as the contractor, Construction Manager at Risk, for the Little Haiti Park Cultural Campus (B-30295) project and the design firm of Zyscovich Architects continue as the architect for the project as approved by Resolution No. 04-0151 adopted March 11, 2004 under its previously existing agreement dated June 24, 2002.
- 3) **History of item:** On August 8, 2002, with the prior approval of the voters, the CITY issued Limited Ad Valorem Tax Bonds, Series 2002, known as the Homeland Defense Neighborhood Improvement Bonds ("Bonds"), in the aggregate principle amount of \$153,186,405.85 as tax-exempt bonds, for the purpose of funding capital improvement

projects identified pursuant to Ordinance No. 12137 adopted October 11, 2001. Projects to be implemented with the Bond proceeds included several sizeable "signature" projects for improvements at Grapeland Heights Park and Jose Marti Park, and the creation of a new, state-of-the-art park within the Little Haiti community. These projects have been further refined, scoped and subsequently programmed into the City's Capital Improvement Program and Multi-Year Plan as: Grapeland Heights Park Water Theme Park (B-35828), Grapeland Heights Park Community Recreation Facility and Parking (B-30105), Grapeland Heights Park Recreational Fields and Site Development (B-60496), Jose Marti Park Gymnasium (B-35857), Little Haiti Park Cultural Campus (B-30295), and Little Haiti Park Soccer and Recreational Facilities (B-38500). The total present commitment of Bond proceeds to these projects is \$33,879,655, representing over 21% of the Bonds issued, and the combined estimated cost of these projects is approximately \$58 million based on a total build out of the entire project scope, with additional funds anticipated from other City and outside sources.

While in the early stages of design for these projects, it has become apparent that extraordinary measures are needed to move these projects forward in a manner that will more appropriately align with the terms and conditions of the Bond Issue Certificate. Based on the Department's detailed findings and recommendations, the City Manager contends that there is sufficient justification for a finding of an emergency for the specified projects, in that the time to competitively procure and award the contracts for design-build and construction management-at-risk will further jeopardize the City's bonding capacity and create an undue hardship on the public welfare. In accordance with Section 18-90 of the City Code, the Department has selected firms known in the industry to be expert in these kinds of projects. It has investigated and identified the aforementioned firms as having excellent qualifications uniquely geared to the projects for which they are recommended, substantial records of experience in projects of like size and complexity, and are appropriately licensed.

4) Does this item correlate with the CIP plan or Strategic Plan? If so, how?

Yes, the subject projects are critical projects in the Multi-year Capital Plan

5) Does this item have any effect on residents within the City of Miami? If so, how?

It is anticipated that approval of this item will reduce the timelines for these projects by as much as 1 year, affording residents the use of these much anticipated facilities that much sooner.

6) Will this item impact any specific District? If so, which one?

All districts will benefit as the facilities being constructed are city-wide recreational amenities

7) Does this item have any fiscal impact? (please provide dollar amount)

The total dollar value of these projects is estimated at \$58 million. The expedited processing of these projects will enhance the City's bonding capacity and possibly allow the City to improve interest earnings on the balance of unspent proceeds

Approved by: Director MHC Chief MHC Manager _____
for

NOTICE OF PUBLIC HEARING
regarding
**SELECTION OF CONTRACTOR AS CONSTRUCTION
MANAGER-AT-RISK FOR JOSE MARTI GYM PROJECT (B-
35857) AND LITTLE HAITI PARK CULTURAL CAMPUS
PROJECT (B-30295)**
Miami, Florida



The Miami City Commission will hold a Public Hearing on December 9, 2004 beginning at 9:00 a.m. to consider whether it is in the public's best interest that the City select a contractor as the Construction Manager-at-Risk for two (2) projects by method other than competitive bid as follows:

- **Jose Marti Park Gymnasium Project (B-35857)** located at approximately 351 SW 4th Street, Miami, Florida. Project consists of the construction of an estimated 16,000 sf gymnasium with a full-sized basketball court, spectator bleachers, weight room, exercise room, gymnastics room, office, locker rooms, storage and circulation. The total estimated cost based on entire scope build out is approximately \$11,250,000.
- **Little Haiti Park Cultural Campus Project (B-30295)** located at approximately NW 59th Street and NW 2nd Avenue, Miami, Florida. The project will include construction of the Caribbean Marketplace community center complementing other cultural components of the park and a "black box" theater of roughly 15,000 square feet with 300 seats, stage, lobby, gallery, rehearsal hall, green and dressing rooms, restrooms, offices, workshop, storage, mechanical/electrical room(s), ticket office, concession, control room, lights and rigging, sound and acoustics systems, all associated MPE, and parking. The total estimated cost based on entire scope build out is approximately \$15,000,000.

The City of Miami proposes to select Pirtle Construction Company, Inc. to provide construction services for both projects as the Construction Manager-at-Risk. This action follows the City Manager's written finding of a valid public emergency to the effect that the time required for the competitive procurement and award of contracts for said projects jeopardizes the City's bonding capacity and creates an undue hardship on the public welfare, thus it is in the best interest of the public to waive competitive procurement procedures. The City Manager has investigated and identified the aforementioned firm as having excellent qualifications distinctively geared to the aforementioned projects and a substantial record of experience in projects of like size and complexity. The City Manager has further determined that said firm is an appropriately licensed and certified contractor uniquely qualified to undertake and perform the required work on behalf of the City.

This action is being considered pursuant to Florida Statutes 255.20 and Section 18-89 (Contracts for public works and improvements) and 18-90 (Emergency Procurements) of the Code of the City of Miami. The criteria to be considered in this matter are set forth in the proposed resolution and in these Code sections, which are deemed to be incorporated by reference herein and are available as public records from the City of Miami.

The Public Hearing will be held in conjunction with the regularly scheduled City Commission meeting of December 9, 2004 at:

**MIAMI CITY HALL
3500 Pan American Drive
Miami, Florida**

Please also take notice that the Commission has stipulated that the December 9, 2004 Commission meeting may be continued to December 10, 2004, if necessary.

All interested persons may appear at the meeting and may be heard with respect to the proposed issue. Should any person desire to appeal any decision of the City Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk no later than two (2) business days prior to the proceeding at (305) 250-5360.

(#14905)

Priscilla A. Thompson
City Clerk



Budgetary Impact Analysis

Department Capital Improvements and Transportation Division: _____

Commission Meeting Date: December 9, 2004

Title and brief description of legislation or attached ordinance/resolution: Emergency Finding & Waiver of competitive procurement for 5 "signature" Homeland Defense Neighborhood Improvement Bond-funded projects, returning to the City Comissin with agreements at a later date

1. Is this item related to revenue? No Yes Revenue Source: Homeland Deense Bond Proceeds

2. Is this item an expenditure? No Yes Amount: estimated \$45 million overall, \$32 million funded

General Fund Account No: _____

Special Revenue Fund Account No: _____

CIP Project No: 333128 (Grapeland Water Theme Park), 311711 & 331419 (Grapeland Park Community Recreation Facility & Parking and Grapeland Recreational Fields & Site Development), 331312 (Little Haiti Park Cultural Campus and Soccer & Recreation Center), and (Jose Marti Gym)

3. Are there sufficient funds in Line Item? No: Yes:

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	TOTAL
From		\$
From		\$
To		\$
To		\$

4. Is this item funded by Homeland Defense/Neighborhood Improvement Bonds? No Yes

Project Name	Total Bond Allocation	1 st Series Appropriation	Dollars Spent to Date	Encumbrances & Commitments	Balance
*Grapeland Park Water Theme Park (B-35828)	7,000,000	7,000,000			
*Grapeland Community Recreation Facility & Parking	5,000,000	5,000,000			
* Grapeland Fields & Site Development	4,000,000	4,000,000			
*Little Haiti Park Cultural Campus	6,879,655	1,879,655			
*Little Haiti Park Soccer & Recreation Component	6,000,000	6,000,000			
*Jose Marti Park Gym	5,000,000	500,000			

Comments: No funds are being spent at this time for the subject Commission item. The Administration will return to the Commission at a later date with contracts, at which time allocation of revenues will be required.

Approved by:



Department Director/Designee

11/22/04
Date

CIP APPROVAL:

Signature Date

APPROVALS

Verified by:

Dept. of Strategic Planning, Budgeting & Performance
Date: 11-23-04

Verified by CIP: (if applicable)

Director/Designee
Date:

Mary H. Conway, Director
Capital Improvements and Transportation
City of Miami
444 SW 2nd Avenue, 10th Floor
Miami, FL 33130

RE: Utilization of Pirtle Construction Company, Inc. for Jose Marti Gymnasium Project (B-35857)

Dear Ms. Conway:

We understand that the City of Miami is considering a Construction Management at Risk method of delivery, on an expedited, emergency basis for the Jose Marti Gymnasium Project (B-35857). Our firm has been selected to serve as the architect of record for the design of this project, located at approximately 351 SW 4th Street.

We also understand that the completion of this project is time sensitive for the City given the nature of its primary funding source and the corresponding desire of the City to significantly reduce the project timeline. It would appear to be in the best interest of the City to have a well-regarded, industry expert such as serve as the contractor and Construction Manager at Risk for this project. We recommend Pirtle Construction Company, Inc. for several reasons: 1) *list reasons*, 2) *list reasons*, and 3) *reason**. Given this, Pirtle appears uniquely qualified to perform this work and utilization of this firm is the best course to achieve the timely completion of the proposed improvements.

Should you require additional information regarding this recommendation, please do not hesitate to contact me,

Sincerely,

Bernard Zyscovich, AIA

cc: Dianne Johnson, Govt. Affairs and Contracts Administrator, City of Miami Capital Improvements
Cary Sanchez-Rea, URS Program Manager, City of Miami Capital Improvements

**such as: has excellent qualifications uniquely geared to the projects, has a substantial records of experience in projects of like size and complexity, and is appropriately licensed*

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, RELATING TO CERTAIN PROJECTS FUNDED FROM THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND PROCEEDS, SPECIFICALLY, GRAPELAND HEIGHTS PARK WATER THEME PARK (B-35828), GRAPELAND HEIGHTS PARK COMMUNITY RECREATION FACILITY AND PARKING (B-30105), GRAPELAND HEIGHTS PARK FIELDS & SITE DEVELOPMENT (B-60496); JOSE MARTI PARK GYMNASIUM (B-35857), LITTLE HAITI PARK CULTURAL CAMPUS (B-30295) AND LITTLE HAITI PARK SOCCER AND RECREATIONAL FACILITIES (B-38500), RATIFYING, APPROVING AND CONFIRMING THE CITY MANAGER'S FINDING OF AN EMERGENCY THAT IT IS IN THE BEST INTEREST OF THE PUBLIC TO WAIVE THE REQUIREMENTS FOR COMPETITIVE PROCUREMENT PROCEDURES, PROVIDED IN THE CODE OF THE CITY OF MIAMI CODE SECTIONS 18-86 AND 18-87 AND UNDER FLORIDA STATUTES 255.20 AND 287.055, FOR THE SELECTION OF THE ARCHITECT/ENGINEER AND/OR CONTRACTOR FOR THE PROJECTS DEFINED HEREIN; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AGREEMENTS BETWEEN THE CITY OF MIAMI AND THE FIRMS NAMED HEREIN TO PROVIDE THE REQUIRED DESIGN (ARCHITECTURE AND ENGINEERING), DESIGN-BUILD, AND/OR CONSTRUCTION MANAGEMENT-AT-RISK SERVICES, AS APPLICABLE PER PROJECT, AND PRESENT SAID CONTRACTS TO THE CITY COMMISSION FOR REVIEW AND APPROVAL AT A LATER DATE.

..Body

WHEREAS, on August 8, 2002 the CITY, with the prior approval of the voters, issued Limited Ad Valorem Tax Bonds, Series 2002, known as the Homeland Defense Neighborhood Improvement Bonds ("Bonds"), in the aggregate principle amount of \$153,186,405.85 as tax-exempt bonds, for the purpose of funding capital improvement projects identified pursuant to Ordinance No. 12137 adopted October 11, 2001; and

WHEREAS, projects to be implemented with the included several sizeable projects for improvements at Grapeland Heights Park and Jose Marti Park, and the creation of a new, state-of-the-art park within the Little Haiti community; and

WHEREAS, these projects have been further refined, scoped and subsequently programmed into the City's Capital Improvement Program and Multi-Year Plan as: Grapeland Heights Park Water Theme Park (B-35828), Grapeland Heights Park Community Recreation Facility and Parking (B-30105), Grapeland Heights Park Fields & Site Development (B-60496), Jose Marti Park Gymnasium (B-35857), Little Haiti Park Cultural Campus (B-30295), and Little Haiti Park Soccer And Recreational Facilities (B-38500); and

WHEREAS, the total present commitment of Bond proceeds to these projects is \$33,879,655, representing over 21% of the Bonds issued, and the combined estimated cost of these projects is approximately \$58 million based on a total build out of the desired project scope, with funds anticipated from other City and outside sources; and

WHEREAS, there have been lengthy delays in implementing the projects funded from Bond Proceeds, which delays preclude the City's ability to issue subsequent bonds for other City needs, including the balance of projects intended under the Bond Program; and

WHEREAS, the Administration has determined that the most expeditious methods to implement these projects are as either Design-Build projects, governed by Section 18-87 of the City Code and Section 287.055 of Florida Statutes, known as the Consultants Competitive Negotiations Act ("CCNA), or as Construction Management-at-Risk projects, governed by Section 18-86 of the City Code; and

WHEREAS, these delivery methods combine design and construction teams to compress project schedules over traditional design – bid – build scenarios to a 1 – 3 year time frame, improve project integrity, and reduce costs, particularly addressing or eliminating change orders and cost overruns; and

WHEREAS, procurement procedures normally utilized to secure these methods also require significant time, from six (6) months to one (1) year, to complete, thereby compounding the delay, further hampering the City's bonding capacity and the delivery of these projects for the benefit of the community; and

WHEREAS, the Administration has determined that the most expeditious method of implementing the Grapeland Heights Park projects (B-35828, B-30105 and B-60496), and the Little Haiti Park Soccer and Recreational Facilities project (B-38500) is to use the **Design-Build** method; and

WHEREAS, the Administration recommends that Recreation Design Consultants serve as the prime consultant/contractor for the Grapeland Heights Park projects (B-35828, B-30105, and B-60496) with the design firm of Carzo Castella Carballo Thompson Salman (C3TS) as the subconsultant/engineer; and

WHEREAS, the Administration recommends that Recreation Design Consultants serve as the prime consultant/contractor for the Little Haiti Park Soccer and Recreational Facilities (B-38500) with the design firm of Zyscovich Architects as the subconsultant/architect; and

WHEREAS, the Administration has determined that the most expeditious method of implementing the Jose Marti Park Gymnasium (B-35857) and Little Haiti Park Cultural Campus (B-30295) projects is to use the **Construction Management-at-Risk** method, and

WHEREAS, the Administration recommends that Pirtle Construction Company, Inc. serve as the contractor, Construction Manager at Risk, for the Jose Marti Park Gymnasium project (B-35857) and that the design firm of Zyscovich Architects serve as the architect for the project under a previously existing agreement dated June 24, 2002 subject to the additional approval of the City Commission requested herein; and

WHEREAS, the Administration recommends that Pirtle Construction Company, Inc. serve as the contractor, Construction Manager at Risk, for the Little Haiti Park Cultural Campus (B-30295) project and that the design firm of Zyscovich Architects continue as the architect for the project as approved by Resolution No. 04-0151 adopted March 11, 2004 under its previously existing agreement dated June 24, 2002; and

WHEREAS, the Administration has investigated and identified the aforementioned firms as having excellent qualifications uniquely geared to the projects for which they are recommended, substantial records of experience in projects of like size and complexity, and are appropriately licensed; and

WHEREAS, the City Manager recommends that he be authorized to negotiate appropriate contract terms, conditions and compensation with each Design-Build and Construction Management-at-Risk service provider and return to the City Commission for review and approval of each contract at a later date; and

WHEREAS, presently, Bond proceeds and other funds for the Projects are available under the Capital Improvement Program as follows: Grapeland Heights Park Water Theme Park (B-35828) - \$7,000,000, Grapeland Heights Park Community Recreation Facility and Parking (B-30105) - \$5,000,000, Grapeland Heights Park Fields & Site Development (B-60496) - \$4,000,000, Jose Marti Park Gymnasium (B-35857) - \$5,000,000, Little Haiti Park Cultural

Campus (B-30295) - \$6,889,655, and Little Haiti Park Soccer and Recreational Facilities (B-38500) - \$6,000,000; and

WHEREAS, the City Manager has made a written finding of a valid public emergency attached hereto and incorporated by reference to the effect that, among other things, further delays required for the competitive procurement and award of contracts for these projects jeopardizes the City's bonding capacity and creates an undue hardship on the public welfare, thus it is in the best interest of the public and appropriately justified to waive the requirements for competitive procurement procedures of the City of Miami Code Chapter 18 (The Procurement Ordinance) and Florida Statutes 255.20 (entitled "Local Bids and Contracts for Public Construction Works") and 287.055 (known as the "Consultants Competitive Negotiations Act" or "CCNA") for the selection of the architect/engineers and/or contractors for these Projects; and

WHEREAS, said finding of the City Manager has been duly considered and adopted by the City Commission; and

WHEREAS, as stipulated in 255.20, Florida Statute, the architect/engineer of record, Zyscovich Architects, has provided written recommendation, attached hereto and incorporated by reference, that the Construction Management-at-Risk projects, Jose Marti Park Gymnasium project (B-35857) and Little Haiti Park Cultural Campus (B-30295) be awarded without competitive selection to the above-referenced firm, and this recommendation has been duly considered by the City Commission in relation to the action requested; and

WHEREAS, this matter is being considered at a duly advertised public meeting and the City Commission having considered Florida Statute 255.20 and 287.055 (Consultant's Competitive Negotiation Act: "CCNA"), 18-89 (Public Works and Contracts) and 18-90 (Emergency Procurements) of the Code of the City of Miami, which are each deemed as being incorporated by reference herein as though set forth in full, and which sets forth the criteria for the aforementioned waiver of competitive processes; and

WHEREAS, Florida Statute 255.20 allows the City to use any contract arrangement with a private sector contractor to award contracts for public construction work that is allowed by municipal ordinance; and

WHEREAS, the procedures required by 287.055, Florida Statutes ("CCNA") may be waived if there is a finding of a valid public emergency certified by the agency head; and

WHEREAS, the City of Miami is complying with the aforementioned laws and procedures;

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

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

Section 2. By a four-fifths (4/5ths) affirmative vote, the City Commission ratifies, approves and confirms the City Manager's finding of a valid public emergency; said finding to the effect that it is in the best interest of the public and justified to waive competitive procurement procedures governed by 287.55, Florida Statutes, and Chapter 18 of the Code of the City of Miami, Florida, and select, outside of said competitive procurement processes, the professional design or design-build firms for the specified projects funded from Homeland Defense Neighborhood Improvement Bond proceeds as follows: for the Jose Marti Park Gymnasium project (B-35857), the design firm of Zyscovich Architects is selected to serve as the architect for the project under

a previously existing agreement dated June 24, 2002; for the Grapeland Heights Park projects (B-35828, B-30105 and B-60496), Recreation Design Consultants will serve as the prime consultant/contractor for Design-Build services, with the design firm of Carzo Castella Carballo Thompson Salman (C3TS) as the subconsultant/engineer; and for the Little Haiti Park Soccer and Recreational Facilities (B-38500), Recreation Design Consultants will serve as the prime consultant/contractor for Design-Build services with the design firm of Zyscovich Architects as the subconsultant/architect.

Section 3. By a four-fifths (4/5ths) affirmative vote, the City Commission ratifies, approves, confirms and adopts as its own, the City Manager's finding of a valid public emergency with regard to the selection of certain firms to provide Construction Management-at-Risk services, said finding to the effect that the time required for the competitive procurement and award of contracts for said projects jeopardizes the City's bonding capacity and creates an undue hardship on the public welfare, thus it is in the best interest of the public to waive competitive procurement procedures prescribed in City Code Chapter 18 and in 255.20, Florida Statute, and select pursuant to City Code Section 18-90 "Emergency Procurement", the construction firms listed below for the specified projects funded from Homeland Defense Neighborhood Improvement Bond proceeds, having determined that said firms are appropriately certified licensed and certified contractors, and are uniquely qualified to undertake and perform the required work on behalf of the City, as follows: for the Jose Marti Park Gymnasium project (B-35857), Pirtle Construction Company, Inc. is selected to serve as the contractor, Construction Manager at Risk, and for the Little Haiti Park Cultural Campus (B-30295), Pirtle Construction Company, Inc. is selected to serve as the contractor, Construction Manager at Risk.

Section 4. The City Manager is authorized to negotiate Agreements, in a form acceptable to the City Attorney, for each project with the respective firm listed below for the provision of the required design (architectural and engineering) services, design-build services, and/or construction management-at-risk services, and to return to the City Commission for review and approval of said Agreements at a later date.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

..Footnote

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

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

INTER-OFFICE MEMORANDUM

TO: Joe Arriola
City Manager

DATE: November 22, 2004

FILE:

SUBJECT: Emergency Finding for Specified Homeland
Defense Bond-Funded Projects

FROM: Mary H. Conway, Director
Capital Improvement & Transportation Department

REFERENCES:

ENCLOSURES:

This memorandum seeks your approval and adoption of the below described Emergency Finding justifying the waiver of competitive procurement procedures and the selection of the architect/engineers and/or contractors identified herein to implement the specified Projects under design-build or construction management-at-risk methodology.

EMERGENCY FINDING

FINDINGS

- On August 8, 2002 the CITY, with the prior approval of the voters, issued Limited Ad Valorem Tax Bonds, Series 2002, known as the Homeland Defense Neighborhood Improvement Bonds ("Bonds"), in the aggregate principle amount of \$153,186,405.85 as tax-exempt bonds, for the purpose of funding capital improvement projects identified pursuant to Ordinance No. 12137 adopted October 11, 2001 and Resolution No. 02-797 adopted July 9, 2002.
- Projects to be implemented with the Bond proceeds included several sizeable projects for improvements at Grapeland Heights Park and Jose Marti Park, and the creation of a new, state-of-the-art park within the Little Haiti community.
- These projects have been further refined, scoped and subsequently programmed into the City's Capital Improvement Program and Multi-Year Plan as: Grapeland Heights Park Water Theme Park (B-35828), Grapeland Heights Park Community Recreation Facility and Parking (B-30105), Grapeland Heights Park Fields & Site Development (B-60496), Jose Marti Park Gymnasium (B-35857), Little Haiti Park Cultural Campus (B-30295), and Little Haiti Park Soccer and Recreational Facilities (B-38500).
- Based on their programmatic scope and complexity, these projects have extended timelines from the commencement of design procurement to opening: the Little Haiti Park Cultural project normally requires 4 to 7 years to complete and all other projects require 3 to 5 years to complete.
- The total present commitment of Bond proceeds to these projects is \$33,879,655, representing over 21% of the Bonds issued, and the combined estimated cost of these projects is approximately \$58 million based on a total build out of the desired project scope, with funds anticipated from other City and outside sources.
- There have been lengthy delays in implementing these and other projects funded from Bond Proceeds.
- These delays preclude the City's ability to issue subsequent bonds for other City needs, including the balance of projects identified but yet unfunded under the Bond Program pending the issuance of a 2nd series, valued at over \$100 Million and the planned issuance of Special Obligation Bonds to fund comprehensive street, highway and streetcar projects over the next 5 years, funded primarily from the

City's portion of the Miami-Dade County Transportation Surtax (Half-Cent Sales tax).

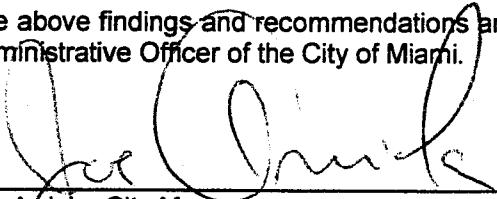
- Further, the Tax Compliance Certificate of Issuer for the Bonds states that the Bonds were issued on the reasonable expectation that at least 85% of Bond proceeds would be spent within 3 years from the date of issue, that is by August 8, 2005, after which time the City's investment yield from bond proceeds is dramatically reduced.
- The Tax Compliance Certificate of Issuer for the Bonds also states that any unspent Bond proceeds after August 8, 2005 "shall not be invested in Higher Yielding Investments", which, for the last 28 months has yielded approximately \$8 million in interest.
- After August 8, 2005, there is the potential that a portion of Bond proceeds may be subject to federal tax levied by the Internal Revenue Service should the yield fall below the cost of reinvestment, as interest rates are projected to rise above the current low levels.
- The City can reduce design and construction timelines considerably, to a 1 – 3 year timeframe, by using design-build and construction management-at-risk methods rather than the traditional design-bid-build process for public works. These methods have been selected by the Capital Improvement and Transportation Department as the most advantageous and expeditious ways to implement these critical projects.
- The City has the capability of further reducing the schedules for the specified projects by as much as one (1) year by waiving competitive procurement procedures and securing the needed design and construction services directly from local vendors that are recognized industry experts in these kinds of projects.
- The City Code provides in Section 18-90 that in cases of emergency, "the City may purchase directly those goods or services whose immediate procurement is essential to the life, health, welfare, safety or convenience of the City," and that the City Manager may waive competitive procurement requirements after making a written finding supported by reasons that an emergency exists, subject to ratification by the City Commission by a 4/5th affirmative vote.
- The Director of the Department of Capital Improvements and Transportation contends that the above enumerated statements regarding the specified projects sufficiently justify the finding of an emergency, in that the time to competitively procure and award the contracts will further jeopardize the City's bonding capacity and create an undue hardship on the public welfare, and the waiver of competitive procurement requirements for the specified projects.
- Section 255.20, Florida Statute, "Local Bids and Contracts for Public Construction Works" permits the City to use any contract arrangement with a private sector contractor to award contracts for public construction work that is allowed by municipal ordinance.
- The procedures required for the selection of design and design-build firms under 287.055, Florida Statute, the Consultants Competitive Negotiation Act ("CCNA"), may also be waived if there is a finding of a valid public emergency certified by the agency head, the City Manager.

ACTIONS

1. The Department has determined that the most expeditious method of implementing the Grapeland Heights Park projects (B-35828, B-30105 and B-60496), and the Little Haiti Park Soccer and Recreational Facilities project (B-38500) is to use the **Design-Build method**:

- a. The Department recommends that Recreation Design Consultants serve as the prime consultant/contractor for the Grapeland Heights Park projects (B-35828, B-30105 and B-60496) with the design firm of Carzo Castella Carballo Thompson Salman (C3TS) as the subconsultant/engineer.
 - b. The Department recommends that Recreation Design Consultants serve as the prime consultant/contractor for the Little Haiti Park Soccer and Recreational Facilities (B-38500) with the design firm of Zyscovich Architects as the subconsultant/architect.
2. The Department has determined that the most expeditious method of implementing the Jose Marti Park Gymnasium (B-35857) and Little Haiti Park Cultural Campus (B-30295) projects is to use the **Construction Management-at-Risk** method:
- a. The Department recommends that Pirtle Construction Company, Inc. serve as the contractor, Construction Manager at Risk, for the Jose Marti Park Gymnasium project (B-35857) and that the design firm of Zyscovich Architects serve as the architect for the project under a previously existing agreement dated June 24, 2002 subject to the additional approval of the City Commission.
 - b. The Department recommends that Pirtle Construction Company, Inc. serve as the contractor, Construction Manager at Risk, for the Little Haiti Park Cultural Campus (B-30295) project and that the design firm of Zyscovich Architects continue as the architect for the project as approved by Resolution No. 04-0151 adopted March 11, 2004 under its previously existing agreement dated June 24, 2002.
3. The Department has investigated and identified the aforementioned firms as having excellent qualifications uniquely geared to the projects for which they are recommended, substantial records of experience in projects of like size and complexity, and are appropriately licensed.

The above findings and recommendations are approved and adopted as those of the City Manager/Chief Administrative Officer of the City of Miami.



Joe Ariola, City Manager

Date

Cc: Glenn Marcos, Director, Purchasing Department
Jorge L. Fernandez, City Attorney
Jorge Cano, Deputy Director, Capital Improvements
Dianne Johnson, Contracts and Government Affairs Administrator, Capital Improvements

MHC MHC
ACS/MHC/JCC/DEJ
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