

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
AGENDA

2-22-05 – 6:00 P.M.
CITY OF MIAMI
CITY HALL – CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133

I. APPROVAL OF THE MINUTES OF THE MEETING OF JANUARY 25, 2005.

II. NEW BUSINESS:

A. Quarterly Status Report of all Projects funded with H.D.N.I. Bonds.

B. AUDIT COMMITTEE REPORT:

- Professional Services Agreement for Orange Bowl Stadium.
- Professional Services Work Order for Jose Marti Park Gym.
- Professional Services Work Order for Little Haiti Park Cultural Component.
- Professional Services Agreement for Bicentennial Park “Museum Park” Master Plan.
- Elizabeth Virrick Park Community Center & Gymnasium Repairs.
- 1501 SW 9 Street – Parking Lot Construction.

UPDATES:

1. FEC Corridor Initiatives.
2. Model City Trust – Replacement of HOME Investment Partnership Funds.
3. Dinner Key Mooring Anchorage Field Project.
4. Dinner Key Marina Fuel Dock.
5. Baywalk Improvements at One Miami Site.
6. Neo Lofts Greenway Segment.
7. Environmental & Title Services for Little Haiti Park Parcel’s 18, 60 & 61.
8. Summary of Environmental Issue for Little Haiti Park Parcels 60 & 61.
9. Land Acquisition for Little Haiti Park Parcels 93 & 94.
10. Little Haiti Park Land Acquisition & Development – Special Counsel for Legal Services.

III. CHAIRPERSON’S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

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

**1-25-05 - 6:00 P.M.
City Hall Chambers
3500 Pan American Drive
MIAMI, FLORIDA 33133**

The meeting was called to order at 6:16 p.m., with the following members found to be

present: Rolando Aedo (left at 8 p.m.)
Kay Hancock Apfel
Eileen Broton
Luis de Rosa
Jason Manowitz
Manolo Reyes (Vice Chairman)
Gary Reshefsky (came in at 6:20 p.m.)
David E. Marko (came in at 6:21 p.m.)
Jami Reyes (came in at 6:26 p.m.)
Luis Cabrera (came in at 6:30 p.m.)

Absent: Ringo Cayard
Mariano Cruz (came in at 7:16 p.m.)
Robert A. Flanders (Chairman)
Walter Harvey
Albena Sumner

ALSO PRESENT: Rafael O. Diaz, Assistant City Attorney
Mary Conway, Director, CIP Department
Jorge Cano, CIP Deputy Director
Danette Perez, CIP Department
Zimri Prendes, CIP Department
Ed Blanco, Parks and Recreation
Juan Ordonez, CIP Department
Andre Bryan, CIP Department
Sandra Vega, CIP Department
Sylvia Scheider, City Clerk's Office

Prior to having full quorum, the board convened unofficially to hear scheduled updates.

UPDATES:

Meeting of January 25, 2005

3. Site Furnishings at Curtis Park. Ed Blanco reported that this project was recently completed and provided photographs.
4. Replacement of Monument at Bay of Pigs Park. Ed Blanco reported that project is expected to be completed by next week.
5. Replat Project at Gibson Park. Ed Blanco reported that this project was terminated. Will pursue another process, not a replat.
6. Site Furnishings at Williams Park. Ed Blanco reported that this project was recently started and is about 20% complete. Will update the board in six months.
7. Site Furnishings at Jose Marti Park. Ed Blanco reported the vita course is not completed; it's about 90% done. Will come back with another update.
8. Water Playground at Juan Pablo Duarte Park. Ed Blanco reported that the permits were just obtained and the site is being prepared to begin construction. The playground is planned adjacent to the recreation building on the western side of the park.
9. Playground/Wooden Deck at Jose Marti Park. Ed Blanco provided a sample of the deck (wood composite) and reported that the project was basically completed.
10. Court Upgrades at Kinloch Park. Ed Blanco reported that this project is completed and provided photographs.
11. Court Upgrades at Hadley Park. Ed Blanco reported that this project is completed and provided photographs.
12. Building Improvements/Roof at Belafonte Tacolcy Park. Ed Blanco reported that this project is completed, but did not provide photographs because that involved struts and other parts of the roof.
13. Irrigation at Belafonte Tacolcy Park. Ed Blanco reported that this project is completed.

At 6:21 p.m., quorum was reached and the official meeting began.

I. **APPROVAL OF THE MINUTES OF THE MEETING OF DECEMBER 14, 2004.**

HD/NIB MOTION 05-1

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF DECEMBER 14, 2004.

MOVED: M. REYES

SECONDED: K. APFEL

ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner, L. Cabrera, M. Cruz, J. Reyes

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

II. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- **Orange Bowl 2003 Structural Repairs – Third Amendment.**

TOTAL DOLLAR AMOUNT: _\$3,318,818 (16 million allocated; estimated current balance is \$8,196,072)

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

DESCRIPTION OF PROJECT: Removal and replacement of approximately 9,400 SF of concrete deck at the 36'-0" Elevation North and South concourse of the Stadium, including structural framing and security fencing. Removal and replacement of approximately 6,000 SF of the metal stand of the lower bowl of the stadium. Repair of 32 raker beams at the lower bowl of the stadium.

HD/NIB MOTION 05-2

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ORANGE BOWL 2003 STRUCTURAL REPAIRS, THIRD AMENDMENT.

MOVED: R. AEDO

SECONDED: L. DE ROSA

ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner, L. Cabrera, M. Cruz,

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

- **Belafonte Tacolcy Park – Site Improvements (Footsteps of Freedom).**

TOTAL DOLLAR AMOUNT: _\$33,200 (\$5,000,000 allocated, estimated current balance is \$2,318,655)

SOURCE OF FUNDS: District 5- Quality of life

DESCRIPTION OF PROJECT: Scope consists of the furnishing of all labor, materials and equipment to perform primarily the following: **Schematic Design:** Design an Artwalk (Footsteps of Freedom) with participation from the local area children. Design the landscaping of the green areas located in the north courtyard and along the back of sidewalk of 62 Street. Provide lighting suggestions to illuminate the existing and future murals at the Tacolcy Center. **Final Plans and Construction:** Pressure clean all pavers in the North Courtyard, Remove pavers and add sand to level surface. Install new and existing pavers to create a new pattern in the courtyard. Paint a few small areas of the exterior wall of the Henderson building to match surroundings areas. Install a new landscape lighting system, which new lighting fixtures will be placed in the planters.

HD/NIB MOTION 05-3

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK SITE IMPROVEMENTS PROJECT (FOOTSTEPS OF FREEDOM).

MOVED: L. DE ROSA

SECONDED: J. REYES

ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner, M. Cruz,

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

• **Shenandoah Park Improvements - Phase I.**

TOTAL DOLLAR AMOUNT: _\$181,150 (\$1,35 Million allocated; estimated current balance is \$968,850)

SOURCE OF FUNDS: Neighborhood Park Improvements & Acquisitions_

DESCRIPTION OF PROJECT: _ Phase I scope is as follows: Site Work (parking lot), tennis court fencing, drainage installation, and installation of bollards of work

Jorge Cano reported that the scope of work of the Shenandoah Park changed due to the community changing its mind about wanting a daycare center. The City had already spent \$73,000 for a consultant for the daycare center.

Direction to the Administration by Manolo Reyes to develop a method to obtain the community's input to proposed projects prior to expenses being incurred on the proposals. Jason Manowitz stated that the area homeowners association is not aware of the proposals for Shenandoah Park and requested to see the master plan for both Shenandoah Park and Bryan Park and find out if the information on the daycare center could be used still.

A motion was made by David Marko, seconded by Luis De Rosa, to table the Shenandoah Park Improvements Phase I, only proceeding with the drainage portion of said project. The **motion failed** by the following vote:

AYES: D. Marko, L. Cabrera, J. Manowitz

NOES: R. Aedo, K. Apfel, M. Cruz, L. De Rosa, G. Reshefsky, J. Reyes, M. Reyes, E. Broton

HD/NIB MOTION 05-4

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE SHENANDOAH PARK IMPROVEMENTS PROJECT, PHASE I, WITH THE UNDERSTANDING THAT THE ADMINISTRATION WILL ATTEND THE SHENANDOAH HOMEOWNERS ASSOCIATION'S MEETING SCHEDULED FOR JANUARY 31ST TO EXPLAIN THE SCOPE OF THE PROJECT; FURTHER DIRECTING THE ADMINISTRATION TO COME BACK BEFORE THE HOMELAND DEFENSE BOARD WITH A REPORT ON THIS MATTER, INCLUDING RECORDS OF PREVIOUS MEETINGS WITH THE COMMUNITY; AND FURTHER STIPULATING THAT AN APPROVAL BE OBTAINED FROM THE

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

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

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

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

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

HD/NIB MOTION 05-5

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

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

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

SOURCE OF FUNDS: _ HDNI Bonds - Neighborhood Park Improvements & Acquisitions and Safe Neighborhood Park Bond

DESCRIPTION OF PROJECT: Project scope includes: One (1) 24'x55' Shelter (for seating), One(1) 14'x14' Shelter (for grills), 5,200 square feet of brick pavers, two(2) Texas Grills, Twelve (12) 72' Concrete Picnic Tables, Four(4) 82' Concrete Wheelchair Picnic Tables, Eight(8) 24' Square concrete receptacles

HD/NIB MOTION 05-6

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE WILLIAMS PARK SITE FURNISHINGS PROJECT.

MOVED: E. BROTON

SECONDED: D. MARKO

ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner, M. Cruz,

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

- **Progress Report on Contract Negotiations for Grapeland Park, Little Haiti Park, Little Haiti Park Cultural Campus and Jose Marti Park Gymnasium.**

Mary Conway gave a detailed status report and stated that it is not expected to have any further increases. Negotiations continue, as well as audits. Will come back before the board with more specific information and will bring consultants to answer board questions. In an effort to deliver capital projects as quickly and cost effective as possible, the City piggy backed on a City of Miami Beach contract and other governmental contracts which were competitively bid. Expediency is of major importance with the City's ability to bond for future capital projects. No one person was to blame in leading to emergency situation; multiple people representing different departments were involved.

III. CHAIRPERSON'S OPEN AGENDA:

- Project Analysis Form Overview – Jorge Cano.

IV. ADDITIONAL ITEMS:

The meeting adjourned at 8:12 p.m.

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



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

NAME OF PROJECT: ORANGE BOWL HAMMES CONTRACT
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Mary Conway (305) 416-1271
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 324002
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$6,000,000 (not to exceed)
SOURCE OF FUNDS: Orange Bowl Ramps/Improvements & Structural Repairs
ACCOUNT CODE(S): CIP # 324002

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

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

DESCRIPTION OF PROJECT: Scope includes the request to utilize Hammes Company Sports, Inc. to oversee Program Management, Project Management and Construction Management of the following improvements as an extension to City staff resource: Expansion of premium seating to provide additional and outdoor club seating. Expansion of the press box. Provision of an upper deck concourse surrounding the stadium to improve patron access and circulation. Improved handicapped access to stadium seating. Expanded and more convenient concession facilities that can be accessed both pre- and during game events. Expanded and more convenient restrooms facilities that can be accessed both pre- and during game events. Improved ramp and elevator access to the upper concourse facilities and enhanced exterior stadium aesthetics.

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

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

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

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

Justifications for change:

Description of change:

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

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

6. COMMENTS: Board does not have any concerns with the selection process. Program, project, construction management plus a contingency and expenses not to exceed \$6 Million without coming back to the board.

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

Perez, Danette

From: Perez, Danette
Sent: Monday, February 14, 2005 4:24 PM
To: 'Gary Reshefsky'; 'Robert A. Flanders'; 'Rolando Aedo'; 'albenasumner@aol.com'; 'Manolo Reyes'; 'Marcial, Eileen H'; 'David E. Marko'; 'Kay Hancock Apfel'
Cc: Cuervo Schreiber, Alicia; Conway, Mary; Cano, Jorge; Prendes, Zimri
Subject: Homeland Defense Audit Committee Cover 2 - O.B. Hammes Contract
Importance: High

Good Afternoon Audit Subcommittee Board Members:

Last Friday when I forwarded the Orange Bowl Hammes Contract e-mail, Rolando Aedo requested from the City to provide "all necessary background on Hammes including the original bid process that allowed them to do their previous work for both the City and the University." Please see Ms. Cuervo Schreiber's e-mail below in response to Mr. Aedo's request.

Thanks,
Danette Perez
CIP Public Relations Coordinator
City of Miami - Department of Capital Improvements
444 SW 2 Avenue - 8th Floor
Miami, Florida 33130
Ph: (305) 416-1286
Fax: (305) 416-2153

From: Conway, Mary
Sent: Monday, February 14, 2005 2:06 PM
To: Perez, Danette
Cc: Cano, Jorge; Cuervo Schreiber, Alicia
Subject: FW: Homeland Defense Audit Committee Cover 2
Importance: High

Danette, Alicia requested that I forward you some further information below in response to the feedback you received last week regarding this item. It gives a little more history on relationship between City and UM and Hammes involvement. Please forward to the Board members and advise me if anything additional is required. Thank you.

Mary H. Conway, P.E.
 CIP & Transportation Director
 City of Miami
 444 S.W. 2nd Avenue
 Miami, FL 33130-1910
 Phone: (305) 416-1027
 Fax: (305) 416-1019
 -----Original Message-----

From: Cuervo Schreiber, Alicia
Sent: Monday, February 14, 2005 1:18 PM
To: Conway, Mary; Romero, Vivian
Subject: FW: Homeland Defense Audit Committee Cover 2

The City and University of Miami (UM) entered into a Use Agreement for the use of the Orange Bowl Stadium, on June 22, 1990, which provides, among other things, payment of a Use Fee in an amount equal to 10% of the total gross actual ticket sales revenue received by the University from each game played at the Orange Bowl "less any applicable Federal or State tax, and the Ticket Surcharge to the admission price."

2/15/2005

An audit report issued by the City of Miami on October 9, 2001 reports that the UM owed the City the sum of \$259,649.93 in Use Fees for deducted sales tax, together with interest from the commencement of the 1990 football season through the end of the 2000 season. In addition the City claimed that UM owes the sum of \$33,208.62 in Use Fees for deducted sales tax through the end of the 2001 season, which claim is also disputed by UM. The City of Miami and the University of Miami entered into a settlement agreement due to irreconcilable differences regarding the Past Due Amount and the Restricted Enterprise Fund.

Both the City of Miami and UM wished to resolve their differences and perform a feasibility analysis for the redevelopment of the Orange Bowl Stadium, which would increase stadium usage and associated revenues for both the City and UM. The University of Miami agreed to reimburse the City for studies requested by the City and approved by the UM in an amount not to exceed \$420,000. Therefore, around late 2002 the University of Miami negotiated an agreement with Hammes Company for the performance of such study at a fee of \$250,000, plus reimbursable expenses. This initial conceptual study was completed. The continuation of these efforts encompassing final study, various design concepts, revenue projections, project costs and program management services is the proposed contract that is before you today. The presentation before you highlights work completed to date with this engagement. It demonstrates the need to continue with the Hammes Group with Administrative development services for design and development of the Orange Bowl renovation. We will be available for discussion during and after the presentation.

Perez, Danette

From: Perez, Danette
Sent: Thursday, February 10, 2005 5:30 PM
To: 'Gary Reshefsky'; 'Robert A. Flanders'; 'Rolando Aedo'; 'albenasumner@aol.com'; 'Manolo Reyes'; 'Eileen.Marcial@med.va.gov'; 'David E. Marko'; 'Kay Hancock Apfel'
Cc: Cuervo Schreiber, Alicia; Conway, Mary; Cano, Jorge; Romero, Vivian; Rincon, Jessica; Prendes, Zimri
Subject: Orange Bowl Hammes Contract
Importance: High

Good Afternoon B.O.B. Audit Subcommittee Members:

Your agenda packages for the 2/15/05 Audit Subcommittee Meeting was mailed out today. Please read Mary's e-mail below and be advised that the Orange Bowl Hammes Contract item will be presented at the 2/15/05 meeting. The documentation for this item was not ready and it was not included in your agenda package. If you have any questions, please do not hesitate to contact me.

Thanks,
Danette Perez
CIP Public Relations Coordinator
City of Miami - Department of Capital Improvements
444 SW 2 Avenue - 8th Floor
Miami, Florida 33130
Ph: (305) 416-1286
Fax: (305) 416-2153

From: Conway, Mary
Sent: Thursday, February 10, 2005 4:27 PM
To: Perez, Danette
Cc: Cano, Jorge; Cuervo Schreiber, Alicia; Ramirez-Seijas, Olga; Rincon, Jessica
Subject: Orange Bowl Hammes contract
Importance: High

For your use as a placeholder for next week's audit subcommittee meeting... Please advise if more info is needed at this stage. Olga Ramirez-Seijas is working on final details of contract for program management services. Approximate upset limit fee is \$4M. PowerPoint slide presentation will be made at audit subcommittee but has not been received in time for your distribution deadline.

The City of Miami has been partnering for several years with the University of Miami, a long term lessee of the Orange Bowl stadium site, regarding much needed renovation and expansion of this important City recreational facility. The City has previously and is currently addressing structural repairs to the existing steel framework of the stadium. The City is about to embark upon an approximate \$150M upgrade to the stadium and is respectfully requesting approval to utilize Hammes Company Sports development, Inc., a nationally recognized stadium expert, to provide program management services to oversee the design and construction of these improvements as an extension of City staff resources. Hammes has proven expertise in this highly specialized area and has been under contract previously with both the City of Miami and University of Miami regarding assessment and recommendations regarding renovations that would provide the following to vastly improve the patron experience at the stadium and increase revenue generation:

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

The City will be entering into a multi-year agreement with Hammes in an amount not to exceed ~~\$10M~~ ⁶ dollars via an

2/15/2005

emergency resolution. The City is recommending an emergency resolution as the optimal contract delivery method based on Hammes extensive past experience regarding the Orange Bowl stadium and their proven past performance on other national stadiums, including but not limited to, Lambeau Field and others. More detailed information via a PowerPoint presentation, contract and staff to answer all questions will be provided at the audit subcommittee and full Bond Oversight Board meetings.'

Let me know if you think this will suffice or more is needed. Sorry for late delivery.

Mary

Presentation To City of Miami



February 22, 2005

HAMMES



INTRODUCTION

HAMMES COMPANY

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

Hammes Company is a full-service real estate development firm with offices located in

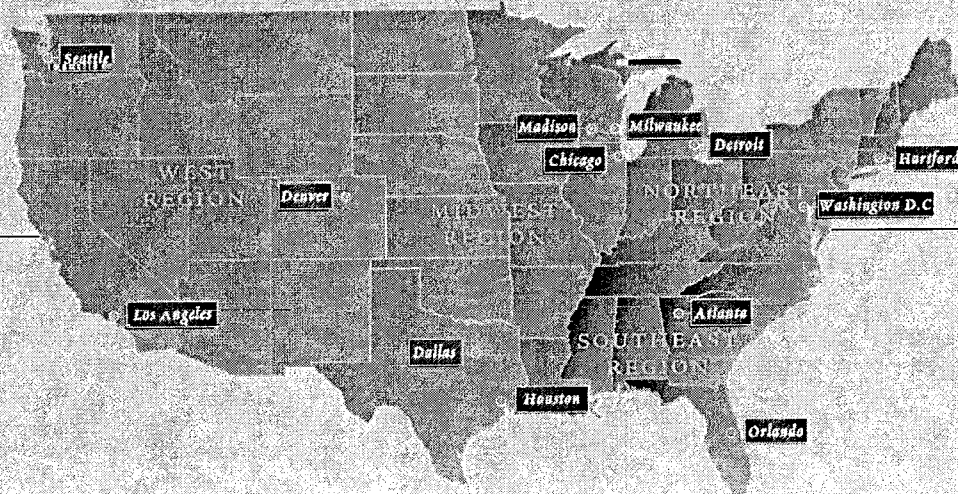
principal cities throughout North America

⌚ Firm Founded in 1989

⌚ Full-Service Real Estate Development Company

⌚ Headquartered in Wisconsin with 13 Regional Offices throughout the United States

⌚ Current Project Assignments Valued at More than \$1.8 Billion





INTRODUCTION

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

Hammes Company Delivers a Comprehensive Program of Services on the Project Guided to Protect the Public Interest and Improve Project Efficiencies. The Factors that Distinguish Hammes Company, include:

- ④ Project Experience
- ④ Project Team
- ④ Public Perspective
- ④ Management Systems



PROJECT EXPERIENCE

SPORTS EXPERIENCE

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

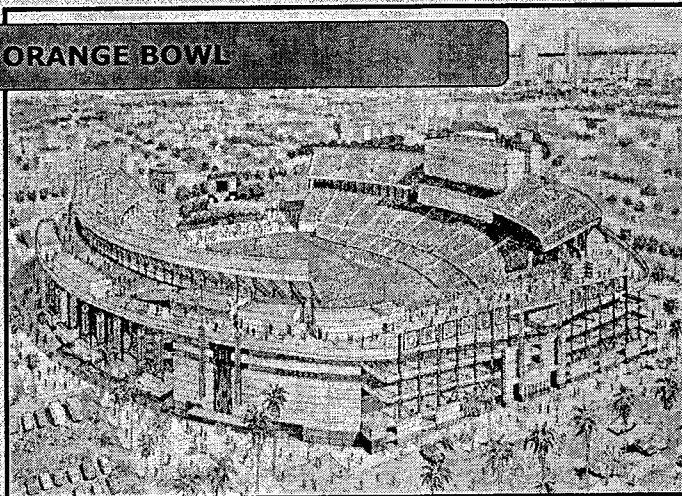
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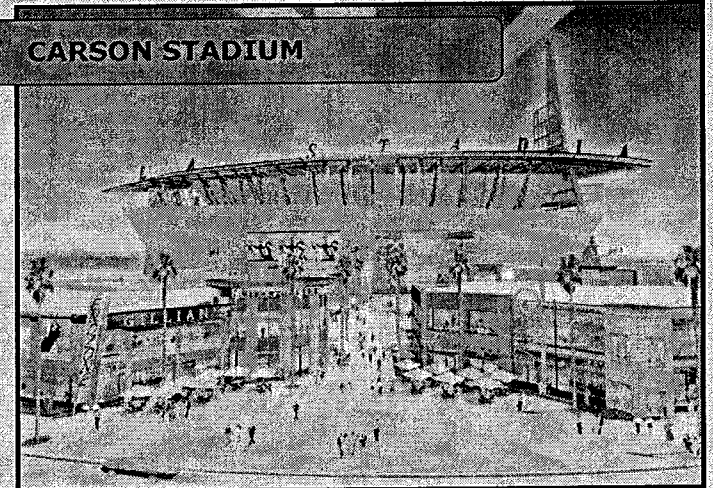
LAMBEAU FIELD



ORANGE BOWL



CARSON STADIUM



SPORTS EXPERIENCE

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

GIANTS STADIUM



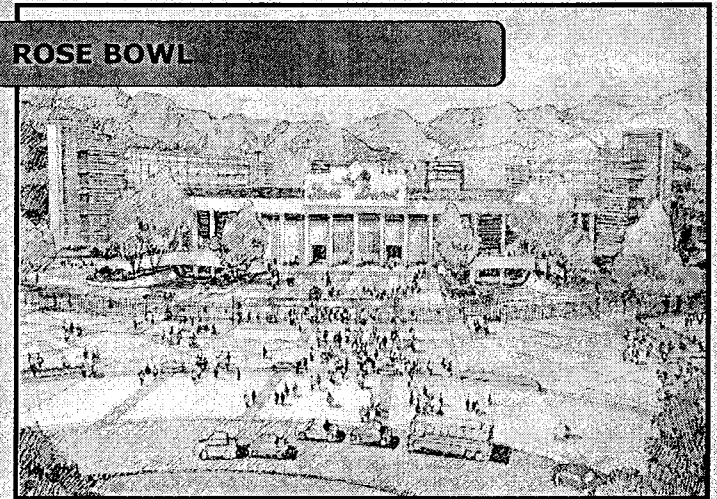
LA MEMORIAL COLISEUM



MINNESOTA VIKINGS



ROSE BOWL





VALUE ADDED: PROJECT EXPERIENCE

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

The Relevant Experience of Hammes Company Will Be Instrumental in Avoiding the “Learning Curve” Involved in Major Sports Facility Redevelopment Projects. The Value of Our Experience is Summarized Below:

- ⊗ The Leading Project Manager on Large Stadium Projects
- ⊗ Significant Experience on Complex Phased Projects
- ⊗ Working Knowledge of Orange Bowl Stadium
- ⊗ Management Systems Proven on Major Sports Facilities



PROJECT TEAM



VALUE ADDED: PROJECT TEAM

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

A Commitment of a Team of Professionals to the Orange Bowl with Extensive Experience on Similar Projects:

- ⊗ Project Team Experienced in All Facets of Sports Development- Lambeau Field, Giants Stadium, Miller Park, Los Angeles Coliseum, Rose Bowl
- ⊗ Personnel Recognized for Leadership of Complex Projects
- ⊗ Dedication and Contractual Commitment of Core Team
- ⊗ Direct Management Responsibility of Firm Owners





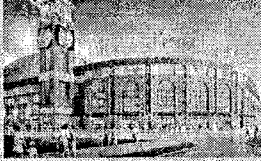

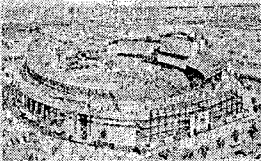
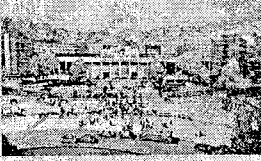

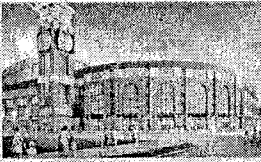


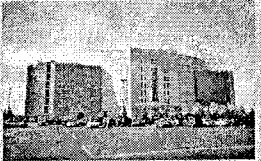
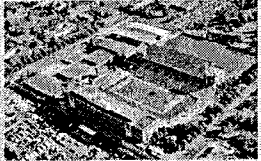
VALUE ADDED: PROJECT TEAM

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

ROBERT P. DUNN - PRINCIPAL			RESPONSIBILITIES
EXPERIENCE			<ul style="list-style-type: none"> • Project Strategy and Policy Development • Contract Negotiations • Facilitate Client Recommendations and Decisions • Oversight and Management of Project Team
	<i>Giants Stadium</i>	<i>Ford Field</i>	
		<i>Miller Park</i>	
STUART ZADRA - PROJECT DIRECTOR			
EXPERIENCE			<ul style="list-style-type: none"> • Primary Client Liaison • Leadership of Project Team • Prepare Development Plan • Design Peer Review • Project Communication and Decision Documentation
	<i>Lambeau Field</i>	<i>Orange Bowl Stadium</i>	
		<i>Rose Bowl</i>	
JIM HUGHES - PROJECT MANAGER			
EXPERIENCE			<ul style="list-style-type: none"> • Manage Documentation and Deliverables • Design Documentation (Notes of Clarification) • Master Project Budget • Master Project Schedule • Project Mgmt Systems (PROJECTrac) • Financial Management Program
	<i>Giants Stadium</i>	<i>Miller Park</i>	
		<i>Lambeau Field</i>	
DARREL P.K. CHRISTIAN - DESIGN PHASE MANAGER			
EXPERIENCE			<ul style="list-style-type: none"> • Peer Design Review • Constructability Analysis • Cost Estimating and Budget Analysis • Value Engineering • Document Control and Coordination Review
	<i>LA Coliseum</i>	<i>United Center</i>	
		<i>Memorial Stadium</i>	



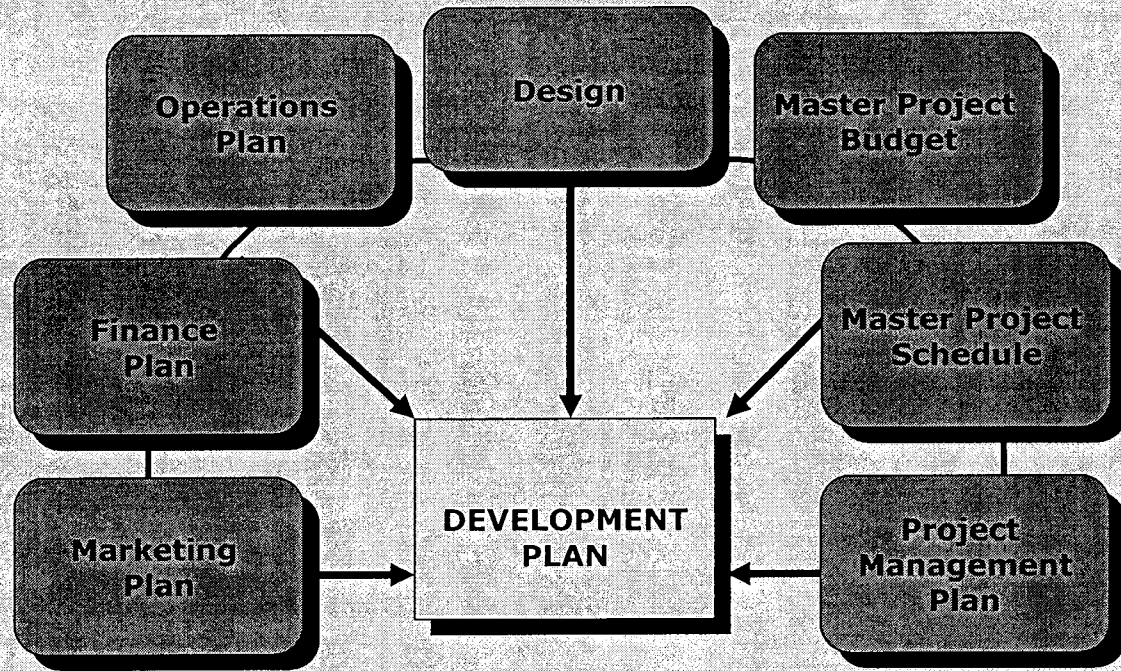
PUBLIC PERSPECTIVE - DEVELOPMENT PLAN

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE



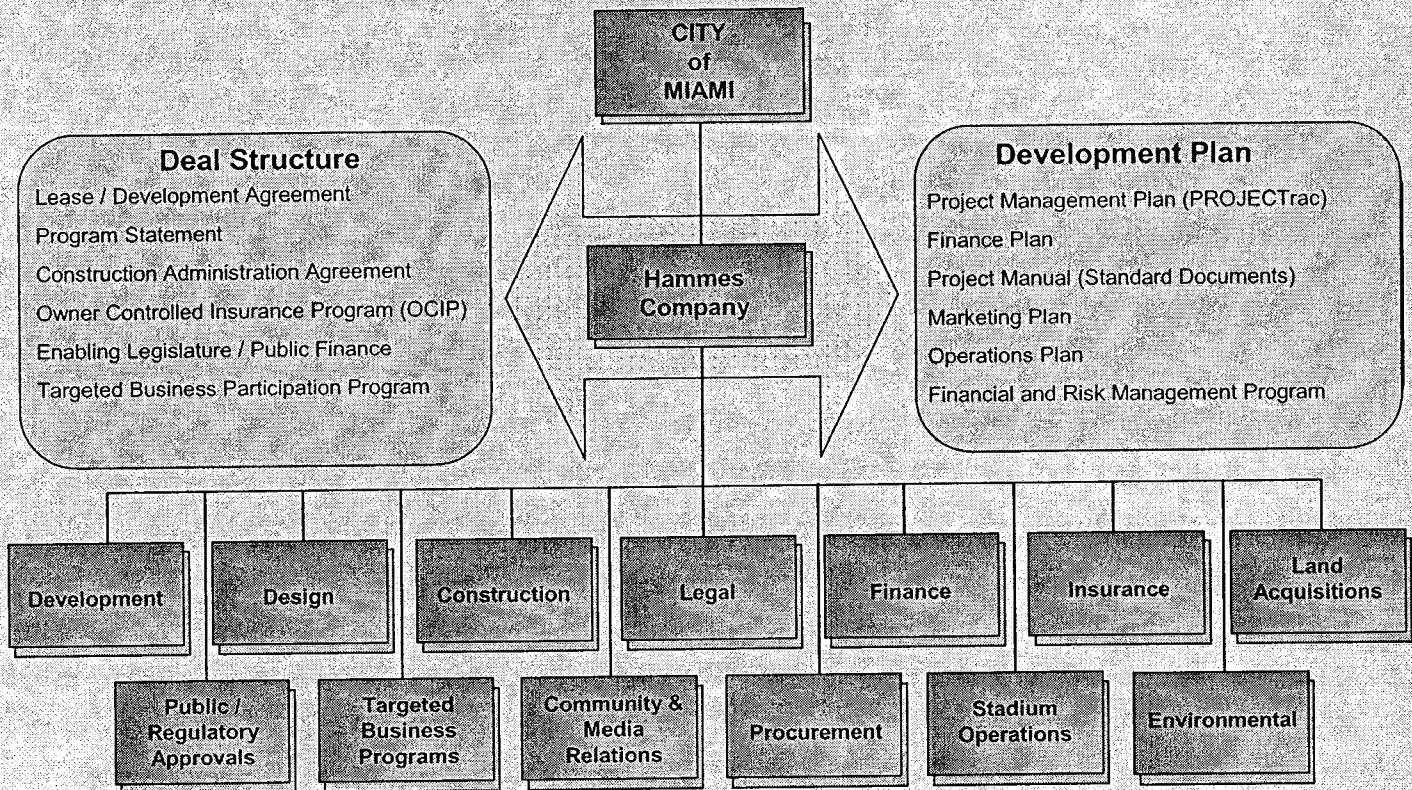
PUBLIC PERSPECTIVE

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE





PUBLIC PERSPECTIVE

INTRODUCTION

PROJECT EXPERIENCE

PROJECT TEAM

PUBLIC PERSPECTIVE

The City of Miami Benefits From Our Ability to Provide Comprehensive Deliverables that Drive Project Success.

- ⊗ Maintain Balance of Core Project Objectives
- ⊗ Key Deliverables that Drive Success Provided by Hammes Company
- ⊗ Optimize Return on Investment from Targeted Investment of Dollars
- ⊗ Accelerate Decision-Making to Avoid Risks Inherent in Project Delivery
- ⊗ Single Point-of-Responsibility with Broad Experience to Facilitate Owner Decisions
- ⊗ Create Value by Controlling the Development Process

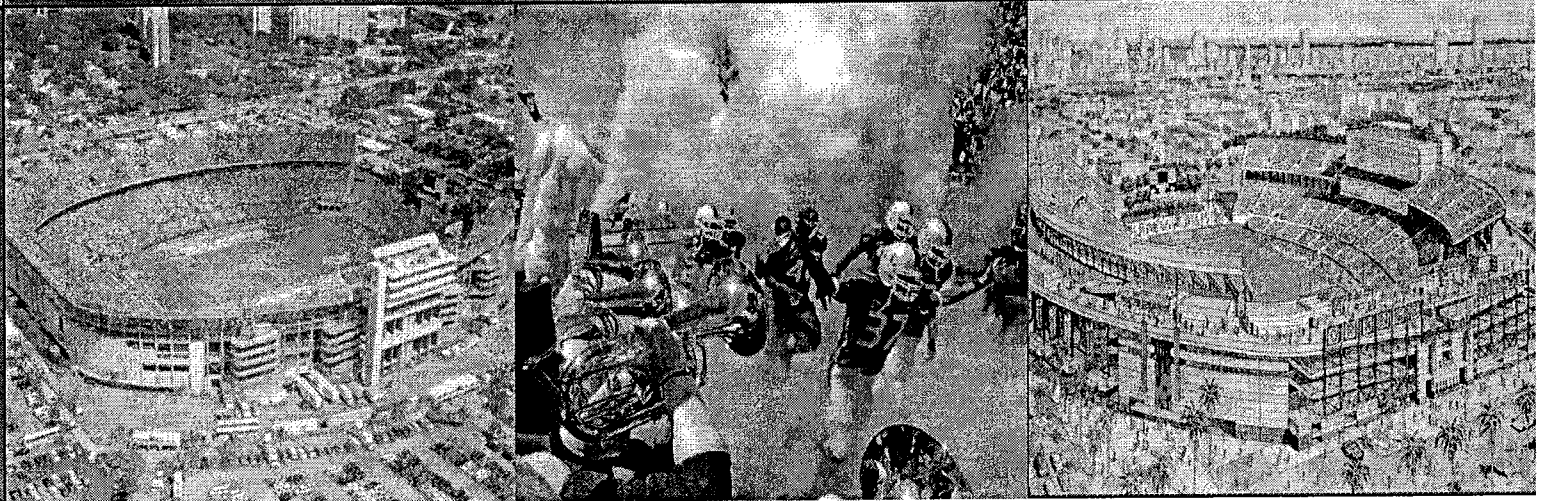


Orange Bowl Stadium



February 22, 2005

HAMMES





THRESHOLD OBJECTIVES OF STADIUM INITIATIVE

PROGRAM SUMMARY

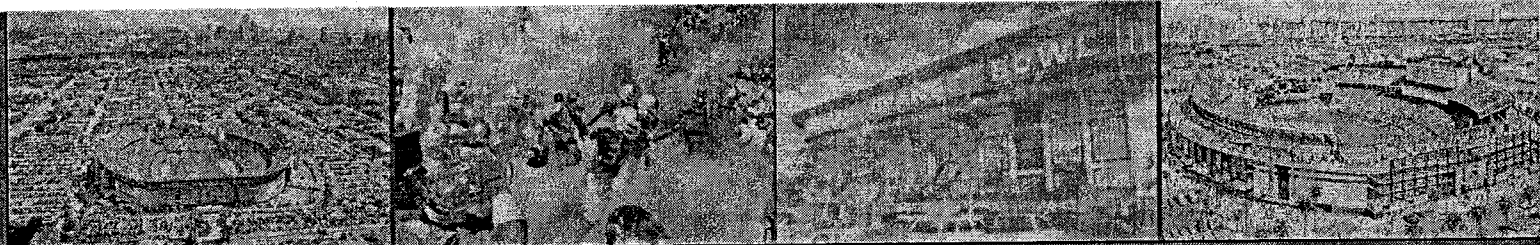
DESIGN

BUDGET

SCHEDULE

- ⊗ Maximize Future Revenue from the Stadium
- ⊗ Maximize Facility Use and Events
- ⊗ Enhance Fan Experience and Amenities
- ⊗ Address Program Deficiencies of Stadium (e.g. Toilets, Concessions, Etc.)
- ⊗ Address Structural Problems
- ⊗ Preserve Integrity of the Orange Bowl Stadium
- ⊗ Play Through Construction
- ⊗ Provide Adequate ADA Seating
- ⊗ Create Community Asset





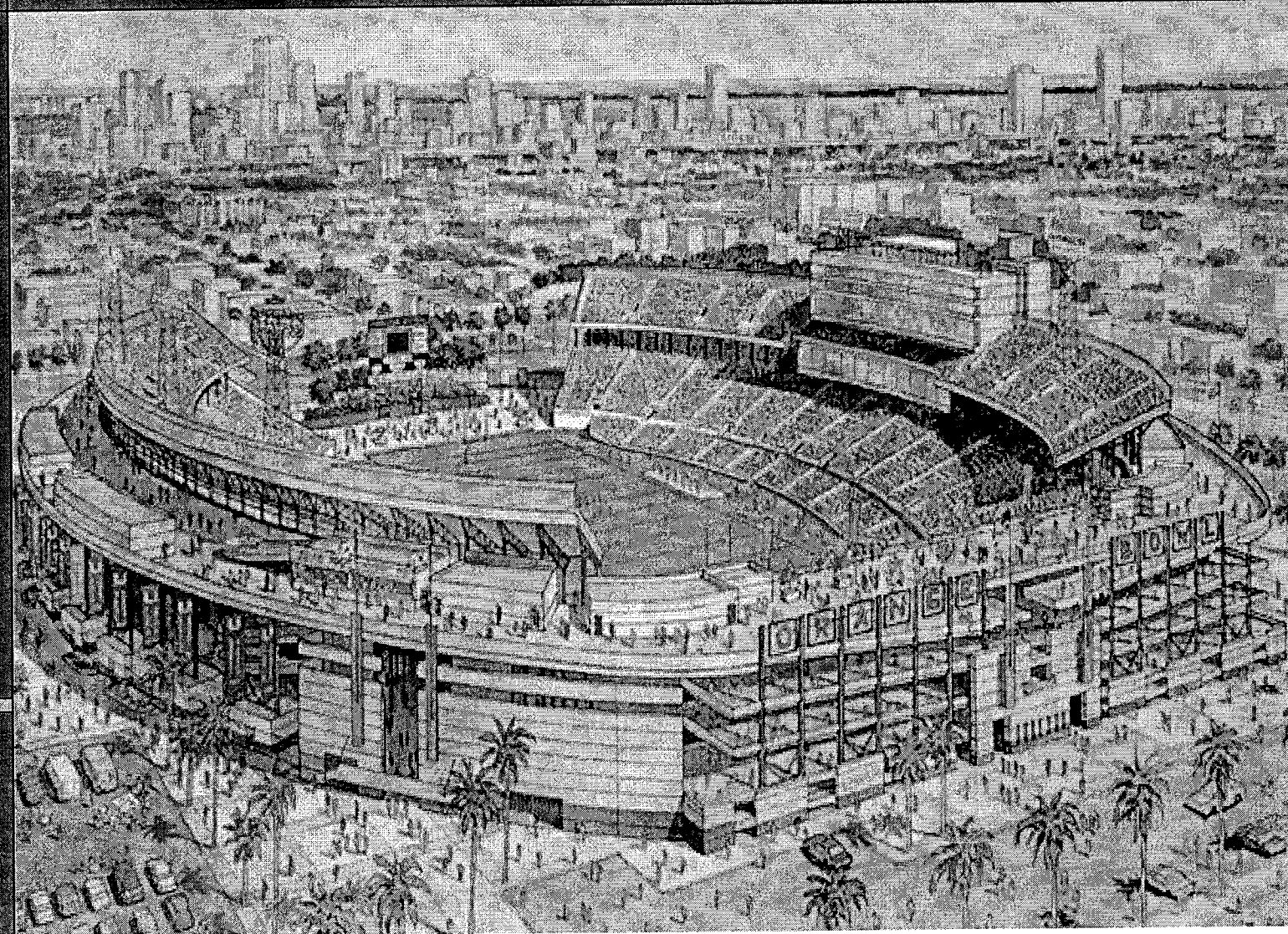
RENDERED VIEW TOWARDS DOWNTOWN

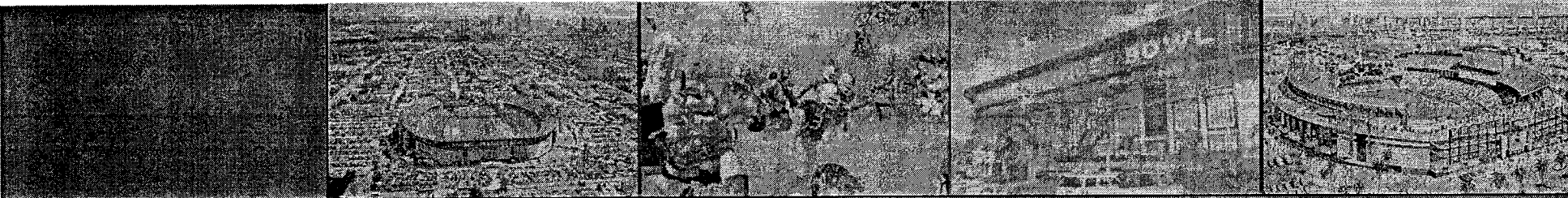
PROGRAM SUMMARY

DESIGN

BUDGET

SCHEDULE



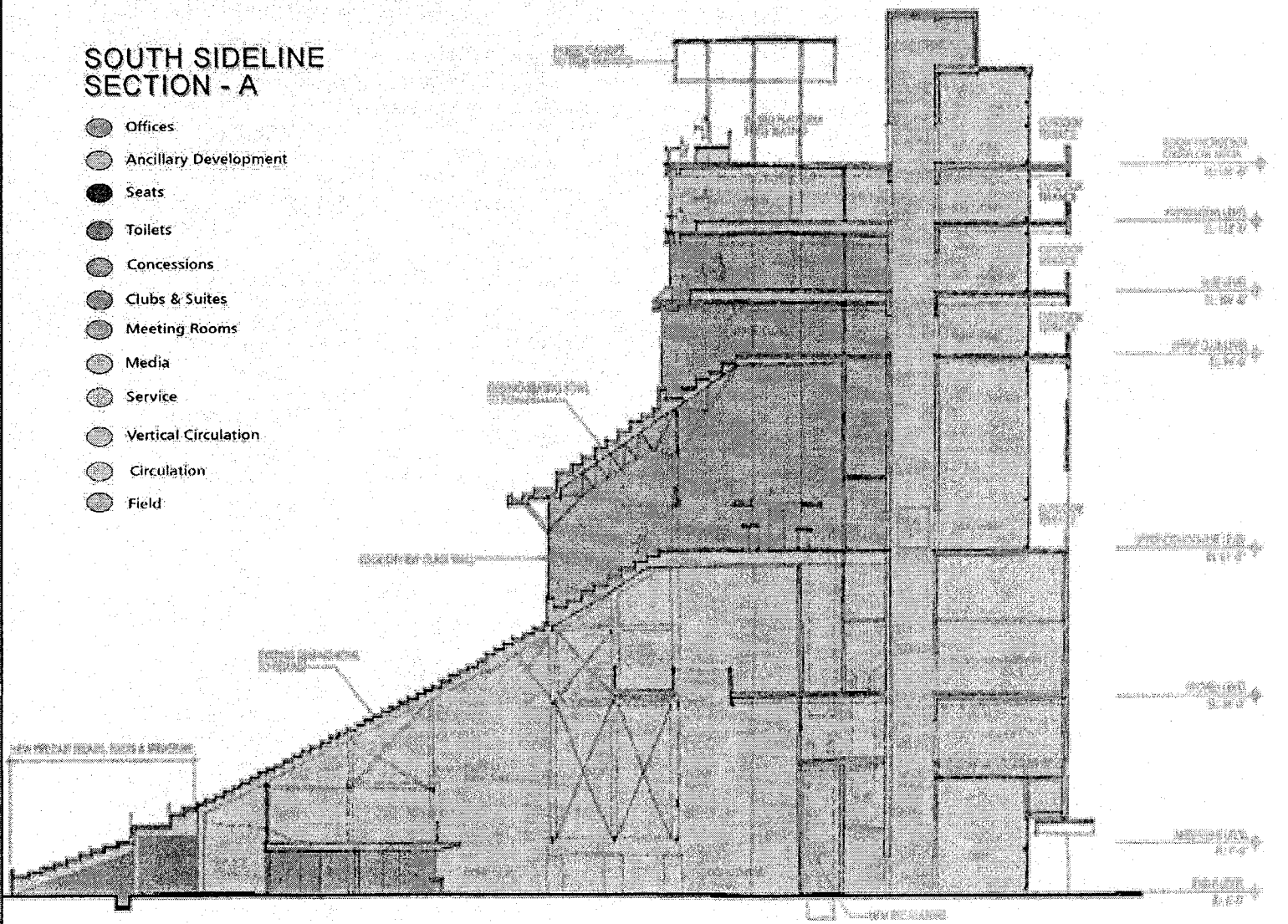


SOUTH SIDELINE SECTION

- PROGRAM SUMMARY
- DESIGN
- BUDGET
- SCHEDULE

SOUTH SIDELINE SECTION - A

- Offices
- Ancillary Development
- Seats
- Toilets
- Concessions
- Clubs & Suites
- Meeting Rooms
- Media
- Service
- Vertical Circulation
- Circulation
- Field





BUDGET

PROGRAM SUMMARY

DESIGN

BUDGET

SCHEDULE

SOURCES AND USES – JANUARY 5, 2004

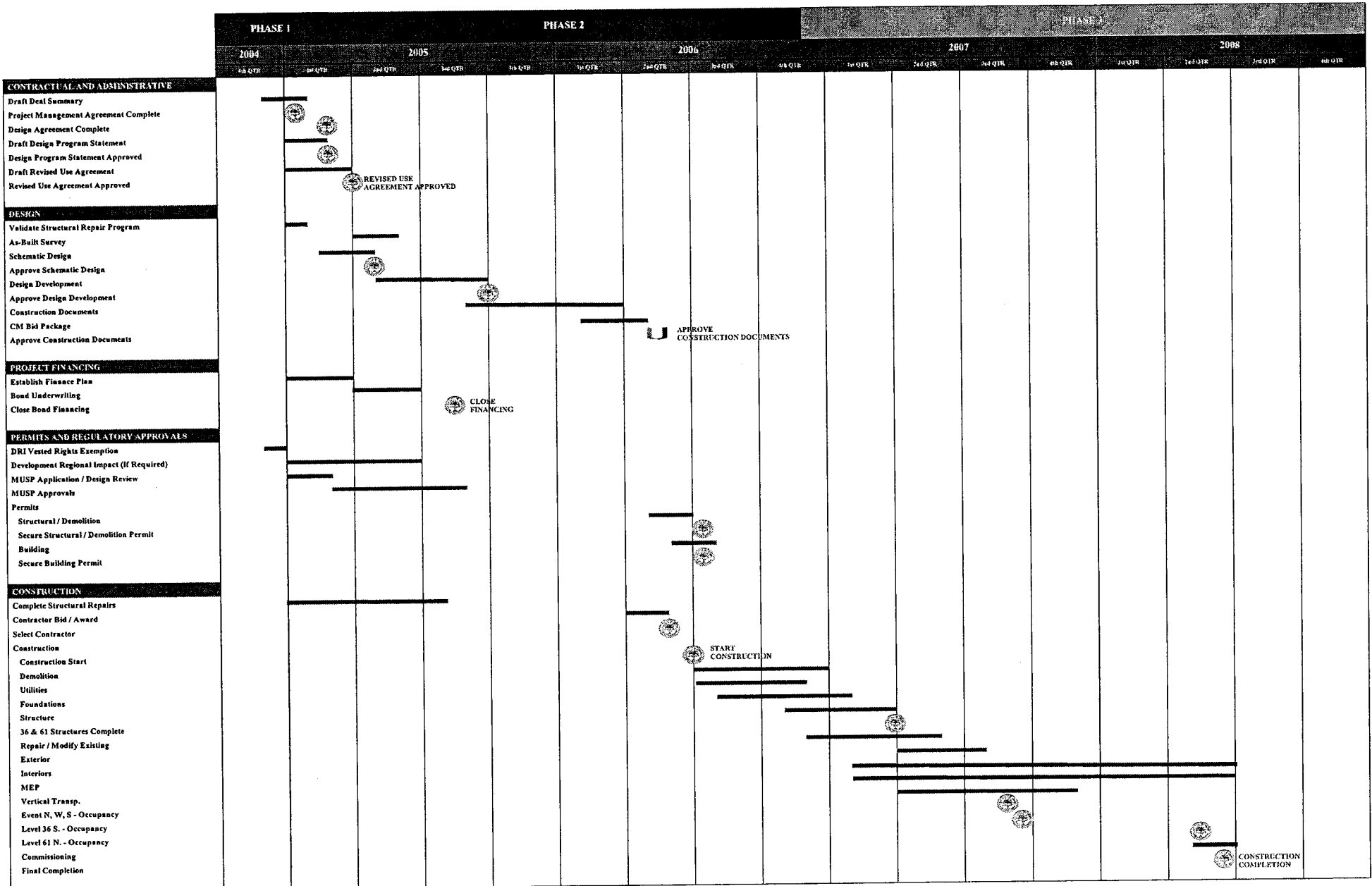
SOURCES OF FUNDS		USES OF FUNDS	
<u>Public Sources</u>			
Homeland Defense Bond Funds	\$ 13,000,000	Site Improvements	\$ 300,000
Tourist Development Tax	\$ -	Construction	\$ 105,000,000
Convention Development Tax	\$ 25,000,000	FF & E	\$ 14,100,000
Professional Sports Franchise Facilities Tax	\$ -	Development Costs	\$ 16,400,000
Naming Rights	\$ 6,000,000	Financing Costs	\$ 3,200,000
Sales Tax Refund	\$ 3,000,000	Contingency	\$ 10,000,000
General Obligation Bonds	\$ 50,000,000		
<u>Private Sources</u>			
Ticket Surcharge Capital Improvements Fund	\$ 1,000,000		
Ticket Surcharge (Added)	\$ 10,000,000		
<u>Other Potential Sources</u>			
Convention Development Tax	\$ 41,000,000		
Tourist Development Tax	xx,xxx,xxx		
University Use Payment	xx,xxx,xxx		
Total Sources of Funds	\$ 149,000,000	Total Uses of Funds	\$ 149,000,000

Note: Above Budget Reflects a 2007 Completion; Needs to Be Revised to Reflect 2008 Completion





SCHEDULE



CONSTRUCTION COMPLETION

AGREEMENT BETWEEN
OWNER AND PROJECT ADMINISTRATOR

PROJECT ADMINISTRATION AGREEMENT

THIS AGREEMENT made as of [INSERT DATE].

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BY AND BETWEEN

the OWNER: CITY OF MIAMI
3500 Pan American Drive
Miami, Florida 33133

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and the PROJECT ADMINISTRATOR: HAMMES COMPANY SPORTS DEVELOPMENT, INC.
5712 Odana Road
Madison, Wisconsin 53719

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For the following PROJECT: The redevelopment of that certain facility to be known as Orange Bowl Stadium † (hereinafter the "Project"). The Project is sometimes referred to herein, and in the documents referenced in this Contract, as the Orange Bowl Redevelopment Project.

The Owner of the Project is the City of Miami (the "Owner").

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**TERMS AND CONDITIONS
OF PROJECT ADMINISTRATION AGREEMENT**

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WHEREAS, the City of Miami ("Owner"), a municipality incorporated in the State of Florida, desires to redevelop in multiple phased construction, the facility known as the Orange Bowl Stadium located at the intersection of NW 14th Avenue and NW 3rd Street in the City of Miami; and

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WHEREAS, the Owner recognizes that such development is complex and requires multi-disciplinary talent, experience and leadership to enhance the value of the Project and to balance project goals, objectives and concerns with the strategic objectives of the Owner; and

WHEREAS, the Owner deemed it advisable to engage the services of a Project Administration firm to provide services as support to the City in the administration of the Project; and

WHEREAS, the Project Administrator has advised and represents to Owner, that it has experience in providing Project Administration services, including Program Management, Design Management and Construction Management, on large-scale construction projects, including, specifically, stadiums and arenas, and the Project Administrator employs professionals with the requisite expertise, experience and knowledge in providing the services to be provided herein.

WHEREAS, based on the Administrator's representations and qualifications, the Owner desires to engage the services of the Project Administrator, and the Project Administrator desires to provide services to the Owner, under the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The "Contract" consists of this Project Administration Agreement and any amendments hereto, and other documents, agreements and exhibits, which may be incorporated into this Contract, by written agreement signed by the Owner and Project Administrator, from time to time, as contemplated, in Section 2.1.1 below.

1.1.2 The "Project Administration Services" consist of those services required to be performed by the Project Administrator under this Contract, as more specifically described in Article 2.

1.1.3 The "Architect" means a professional architectural services firm experienced in stadium design, which is lawfully licensed to practice architecture in the State of Florida and which is procured in accordance with all applicable laws.

1.1.4 "s Work" means the work to be provided by the Architect and the Architect's Subconsultants pursuant to an agreement for architectural services, to be entered into at a later date (the "Design Services Agreement").

1.1.4 The "Contractor's Work" means the Work to be provided by the Contractor and the Subcontractor's pursuant to an agreement for construction services, to be entered into at a later date (the "Construction Services Agreement").

1.1.5 The "Contractor" means the construction manager or general contractor experienced in large scale construction projects, which is lawfully licensed to perform construction services in the State of Florida and which is procured in accordance with all applicable laws.

1.1.6 ("") Design Services" means all design and engineering services for the Project, including all services to be provided by the Architect and the Architect's Subconsultants which are required to complete the Contractor's Work and the Project, including, but not limited to, all required architectural, structural, mechanical, electrical, civil, or other professional engineering services.

1.1.8 The "Project" is generally illustrated on the Ellerbe Becket Concept Design Documents dated December 5, 2003 and the Concept Design Narrative dated December 9, 2003, which is incorporated herein by reference. The Project involves the redevelopment of the existing structure to include a reduction in the seat count to approximately 63,000 seats, the addition of approximately 14 suites, a total of 1,000 indoor club seats, a total of 750 outdoor club seats, a new club lounge and press box, all new concessions, toilets and service facilities. The Project means all work required to complete the Orange Bowl Renovations, including specifically, but not limited to, all the Architect's Work and the Contractor's

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Work, as the same is performed by them or their respective Subconsultants and Subcontractors, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Architect and Contractor to fulfill their respective obligations under the Design Services Agreement and the Construction Services Agreement, respectively.

1.1.9 The "Project Participants" means the Owner, Project Administrator, Architect (and Subconsultants involved in providing the Design Services and the Architect's Work), the Contractor (and Subcontractors involved in performing the Contractor's Work), Trade Contractors, and all other professional service provider's involved in completing the Project.

1.1.10 The "Master Project Budget" means the total preliminary projected cost for the Project including, but not limited to, the "Project Contingency Fund," as outlined in Exhibit 1 attached hereto and made a part hereof. The Master Project Budget will be finalized upon completion of a Program Statement and Final Development Plan. It is understood and agreed by the parties hereto that the Master Project Budget has been established on the basis that the Owner has complete control over the development of the Project, including the management and administration of all contracts associated with the development of the Project ?????.

1.1.11 The "Cost of the Work" means the costs incurred by the Owner (or by the Project Administrator on behalf of the Owner) to complete the Project, as more specifically described in Section 5.2.4 of this Contract.

1.1.12 The "Fixed Construction Budget" is a component of the Cost of the Work and represents the complete cost for the Contractor's Work which shall become the basis of the Contract Sum in the Construction Services Agreement.

1.1.13 The "Contract Documents" shall mean the documents, instruments and other items defined as "Contract Documents" in the Design Services Agreement and the Construction Services Agreement.

1.1.14 The "Project Administration Agreement Documents" include this Contract, the Design Services Agreement, the Construction Services Agreement and all other agreements or documents referred to therein, including specifically, but without limitation, the General Conditions of the Design and Construction Services Agreements.

Any capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Project Administration Agreement Documents.

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1.2 Engagement, Execution, Correlation and Intent

- 1.2.1 The Owner hereby retains the Project Administrator to provide the Project Administration Services as described herein and the Project Administrator hereby agrees to serve as an independent contractor to perform the services in accordance with the terms and conditions of this Contract.
- 1.2.2 This Contract shall be signed in not less than duplicate by the Owner and Project Administrator.
- 1.2.3 It is the intent of the Owner and Project Administrator that this Contract includes the labor and resources necessary for proper execution and completion of the Project Administration Services only.

1.3 Ownership and Use of Documents

- 1.3.1 All Drawings, Specifications, and other documents prepared or obtained by the Project Administrator for or in connection with the Project shall be the property of the Owner whether the Project is contracted or not.
- 1.3.2 All reports, estimates, schedules, manuals, records, reports, minutes, data and other documents prepared for the Project or by the Project Administrator (the "Work Products") shall become the Property of the Owner, provided, however, that this provision shall not operate nor be construed to increase the documentation obligations of the Project Administrator as otherwise required by this Contract, nor shall the foregoing operate to prohibit the Project Administrator's performance in its normal course of business. The Project Administrator shall deliver the Work Product to the Owner in a timely fashion but in no event later than 7 days after the Contract is terminated, or 7 days after being requested by the Owner.

ARTICLE 2

PROJECT ADMINISTRATOR'S BASIC SERVICES

2.1 Basic Services

- 2.1.1 The Project Administrator's Basic Services are described, in general, in this Article 2 and, more specifically, on Exhibit 2, attached to this Contract and by this reference incorporated herein. The Owner shall have the right from time to time during the term of this Contract to make modifications to the Project Administrator's Basic Services, subject to written Contract Revision including adjustments to the Project Administrator's compensation.
- 2.1.2 The Project Administrator represents and warrants to the Owner that the Project Administration Services shall be performed by qualified professionals employed or otherwise engaged by the Project Administrator. The Project Administrator shall be solely responsible for the work of all persons employed or engaged by it for the provision of services under this Contract and including, specifically, but without

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limitation, workers' compensation obligations, withholding taxes, unemployment insurance and all other employer obligations.

2.1.3 In general, the Project Administration Services contemplated by this Contract consist of management, support and assistance to the Owner in overseeing all aspects of the Project, including, without limitation, the procurement of services, including bidding and contracting, and the development, design, and construction of the Project. **The Project Administrator will perform Program Management, Design Management and Construction Management services as described in Exhibit 2.** The Project Administrator shall be responsible for monitoring and reporting to the Owner, the performance of all Project Participants and the progress of the Work in accordance with approved schedules.

2.1.4 The Project Administrator shall designate a Principal-in-Charge authorized to act on the Project Administrator's behalf with respect to the Project. The Principal-in-Charge for the Project will be Mr. Stuart J. Zadra, who shall devote such portion of his annual business hours to the Project during the Basic Term of this Contract as needed, and estimated, on Exhibit 10 attached hereto and hereby made a part hereof.

2.1.5 The Project Administrator agrees to furnish the Project Administration Services described in this Contract and those that are expressly described or necessarily inferred in the Contract Documents as the responsibility or function of the Project Administrator. The Project Administrator agrees to perform such services in an expeditious manner consistent with the best interests of the Owner as set forth in the Contract Documents and as otherwise made known to the Project Administrator and agreed to by the Project Administrator. The Project Administrator shall provide the Project Administration Services under this Contract in a manner consistent with the highest standard of care and professionalism of the industry.

2.1.6 The Project Administrator shall assist in the preparation, review and evaluation of all proposals, bids and solicitations relating to the Project and shall assist and make recommendations to the Owner for the award and negotiation of contracts with the Project Participants.

~~Quality Control. The "Quality Control Services" to be provided by the Architect will be set forth in the Design Services Agreement by and between the Owner and Architect. The professional obligations of the Architect shall be undertaken and performed in the best interest of the Project on behalf of the Owner. Nothing contained in this Contract shall create any professional obligation or responsibility of the Project Administrator to perform the Architect's Work or any Quality Control Services to be provided by the Architect and associated with the Project which shall be the sole and absolute responsibility of the Architect~~

2.1.7. **Quality Assurance.** The Project Administrator shall provide "Quality Assurance Services" as part of a complete Quality Assurance / Quality Control (QA/QC) Program supervised by the Project Administrator for the Owner (the "Quality Assurance Program"). The Quality Assurance Program will include monitoring Quality Control procedures and processes of both the Architect and Contractor, tests and inspections required by authorities having jurisdiction, threshold inspections and reviews, as well as random testing and inspections performed by independent

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agencies. Nothing contained in this Contract shall create any professional obligation or responsibility on the part of the Project Administrator to perform the Architect's Work or Contractor's Work, nor any Quality Control Services to be provided by the Architect or the Contractor under their respective agreements, provided, however, that The Project Administrator, shall be responsible for monitoring their performance and assessing and advising Owner of the progress of their work in accordance with their respective contracts.

2.1.8 The Project Administrator agrees to use commercially reasonable efforts to cause the Contractor to achieve, on an aggregate basis, any contracting and hiring goals set forth by the Owner. It is further understood and agreed that any such goals set forth by the Owner are aggregate "best efforts" goals for purposes of administration of the Project.

2.1.9 Additional Services. The Owner may, from time to time, authorize the Project Administrator to perform services within the Project Administrator's competency other than the Basic Services ("Additional Services"). Exhibit 2 of this Contract provides a partial list of services which, if authorized by the Owner, shall constitute Additional Services. The Owner and Project Administrator shall agree, from time to time, upon the Additional Services to be performed by the Project Administrator by written Contract Revision. The Project Administrator shall be compensated for Additional Services as provided in Section 5.5 hereof or as otherwise agreed to in a written Contract Revision by the Owner and Project Administrator. The Project Administrator shall not unreasonably withhold its agreement and consent to perform Additional Services. If Owner so requests the Project Administrator shall provide an estimate of the fees and costs associated with any Additional Services and a budget to be utilized in connection therewith.

2.2 Authority and Responsibility of the Project Administrator

2.2.1 The Owner hereby recognizes and agrees that the Project Administrator is an independent contractor to the Owner under the terms and conditions of this Contract. In order that the Contractor and Architect are able to rely on the Project Administrator's authority as an authorized representative of the Owner, the Owner agrees, simultaneous with the execution and delivery of this Contract, to execute and deliver to the Project Administrator, the Contractor and the Architect a copy of a letter of authorization substantially in the form attached hereto as Exhibit 5.

2.2.2 The Owner and Project Administrator hereby agree that the Project Administrator shall have the authority to commit funds on behalf of the Owner, only for the Project and in accordance with the Master Project Budget, in an amount not to exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars (US) with respect to any single expenditure, or Three Hundred Thousand and 00/100 (\$300,000.00) Dollars (US) in the aggregate during any single calendar month during the term of this Contract, without the prior written authorization of the Owner.

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2.2.3. The Owner and Project Administrator hereby agree that the Project Administrator shall have the authority to commit time on behalf of the Owner, only for the Project and in accordance with the Master Project Schedule. The Owner hereby grants the Project Administrator authority to modify by Change Order contracts and professional service agreements on the Owner's behalf and only in accordance with the provisions of this Section 2.2.3. Note: What are the limits?

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2.2.4 The Owner and Project Administrator hereby agree that the Project Administrator shall have the authority to negotiate submissions for Change Orders on behalf of the Owner, only for the Project and in accordance with the Project Goals and Objectives. The Owner hereby grants the Project Administrator authority to enter into contracts and professional service agreements on the Owner's behalf and only in accordance with the provisions of this Section 2.2.4. Note: What are the limits?

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2.2.5 The Project Administrator's authority granted in Sections 2.2.3 hereof does not include costs associated with the Project Administration Services. Any changes to the Project Administration Services must be approved by the Owner pursuant to Section 7.1 hereof.

2.2.6 The Owner shall have the right, at its option, to review and approve the selection of any Subconsultants, Subcontractors and Trade Contractors as may be proposed to work on the Project by the Project Administrator, the Architect and/or the Contractor. In furtherance hereof, the Owner and Project Administrator shall require that the aforesaid Owner-approval right be included in all applicable contracts relating to the Project. The Owner further reserves the right, but not the obligation, to enter into separate Trade Contracts for portions of the Project and to thereafter assign any such Trade Contracts to the Contractor.

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Note: This is relevant only if the Project Administrator can contract on behalf of Owner???? Since we have not delegated the right to contract, this provision is confusing – as it implies that we have.

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2.3. Limitations on Responsibility of the Project Administrator. The Project Administrator is not and shall in no event be, responsible or liable for any aspect of the Design Services or Architect's Work, including, without limitation, architecture, design, engineering, inspections, testing, quality control or design administration services, which will be provided by the Architect under the Design Services Agreement. Likewise, the Project Administrator is not and shall in no event be, responsible or liable for any aspect of the Construction Services or Contractor's Work, including, without limitation, the construction means, methods, techniques, sequences, procedures, inspections, testing, quality control, safety programs and precautions which shall be carried out by the Contractor under the Construction Services Agreement. In no event shall the Project Administrator have any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Contractor's Work, which shall be the sole responsibility of the Contractor, notwithstanding any of the rights and authority granted the Owner in or under the Contract Documents. The Project Administrator shall not be responsible for inspecting any portion of the Project for purposes of verifying conformity with the Contract Documents. The Owner, with assistance from the Project Administrator, shall cause the foregoing responsibilities of the Architect and Contractor to be included under their respective contracts with the Owner. Notwithstanding the foregoing, if the Project Administrator observes or otherwise becomes aware of any fault or defect in the Architect's Work or Contractor's Work,

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nonconformity of the Contractor's Work with the Contract Documents, or noncompliance with applicable law, the Project Administrator shall take reasonable and appropriate steps to protect the Owner's interests by giving prompt written notice thereof to the Owner, Architect and Contractor. The foregoing shall not release the Architect or the Contractor from their responsibilities under the Contract Documents.

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2.4 Project Administrator Representations and Warranties. The Project Administrator hereby represents and warrants, as of the date of this Contract, that:

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2.4.1 Project Administrator is a corporation duly organized and validly existing in good standing under the laws of the State of Wisconsin and has all requisite legal power and authority to execute and deliver the contract and to carry out its terms, conditions and provisions.

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2.4.2 All actions of Project Administrator required to authorize the execution, delivery and performance by Project Administrator of the Contract and the transactions contemplated hereby have been taken and are in full force and effect.

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2.4.3 The Contract has been duly executed and delivered and constitutes the valid, legal and binding obligation of Project Administrator, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defenses, the discretion of the court before which any proceeding therefore may be brought and the principles of equity in general.

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2.4.4 There are no actions, suits or proceedings pending or, to Project Administrator's knowledge, threatened, against or affecting Project Administrator before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of Project Administrator to meet and carry out its obligations under the Contract.

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2.4.5 The execution, delivery and performance by Project Administrator of the Contract will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

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ARTICLE 3

OWNER RESPONSIBILITIES AND REPRESENTATIONS

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3.1 Owner's Responsibilities:

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3.1.1. The Owner, in its sole and absolute discretion, shall designate from time to time a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's initial representative is Otto Boudet-Murias or such other individual as may be appointed from time to time by the Owner in its sole and absolute discretion. The Owner or such authorized representative shall examine documents submitted by the Project Administrator and other Project Participants and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the orderly progress of the Project. The Owner will communicate with the Project Participants through the Project Administrator. Notwithstanding the foregoing, the Project Administrator shall schedule periodic Project

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progress meetings (not less frequently than semi-monthly (two) times per month, or at such other intervals as may be acceptable to Owner) to be attended by the Project Administrator, the Owner representative, and authorized representatives of the Architect, the Contractor, and such principal Subcontractors or Subconsultants whose participation is reasonably necessary with respect to any particular Project progress meeting.

3.1.2 The Owner shall fully cooperate with the Architect who shall be responsible to assist the Owner in securing public and regulatory approvals for the Project and the Owner shall cooperate with the Contractor who shall be responsible to secure building and other permits, licenses and inspections, and Owner shall pay the fees for such permits, licenses and inspections, unless such fees are to be paid by others as described in the Contract Documents. *Note: Shouldn't this be Project Administrator's responsibility, on behalf of Owner [at owner's expense?]*

1.3 In addition to those services provided under the Design Services Agreement, the Owner may, with the assistance of the Project Administrator, furnish the services of land surveyors, structural engineers, geotechnical engineers and other consultants for subsoil, air and water conditions or other professional consultants when such services are deemed necessary by the Project Participants to properly carry out their work. The Owner shall, with the assistance of the Project Administrator, furnish structural, mechanical, chemical, geotechnical and other laboratory or on-site tests, inspections, quality assurance programs and reports as set forth in the Contract Documents, as are standard in the industry for projects similar in scope to the Project, and as required by law. The services, information, surveys and reports required by this Section 3.4 shall be furnished at the Owner's expense, unless such documents or services are to be paid by others as described in the Contract Documents. The Owner shall furnish such required information and services and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the orderly progress of the Project.

Note: Why is the Owner undertaking these responsibilities in this Agreement? If we want to include this provision, then, shouldn't this read:

"Project Administrator shall, if requested by Owner, assist Owner in the procurement of services of etc.?"

3.1.4 If either the Owner or the Project Administrator observes or otherwise becomes aware of a fault or defect in the Architect's Work or Contractor's Work or nonconformity with the Contract Documents, such party shall give prompt written notice thereof to the other party hereto. The foregoing shall also not release the Architect or the Contractor from their responsibilities under the Design Services Agreement or Construction Services Agreement, respectively. Project Administrator,

3.1.5 The Owner shall consult with the Project Administrator prior to and with respect to decisions which are required to be made by the Owner under the Contract Documents. If the Owner desires to provide direction to the Architect, Contractor, Subcontractors, Subconsultants or Trade Contractors of any tier, the Owner will do so by communicating such directions through the Project Administrator as described in the Contract Documents.

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3.7 3.1.6 Prior to the execution and delivery of this Contract, the Owner agrees to provide the Project Administrator with true and correct copies of all collective bargaining agreements or other labor agreements to which the Owner is a party and which may impact the Work.

3.1.7 The Owner, with the assistance of the Project Administrator, may implement an Owner-Controlled Insurance Program (the "OCIP") for the Project. The Project Administrator shall be a named insured under the OCIP policies.

3.2 **Owner Representations and Warranties.** The Owner hereby represents and warrants, as of the date of this Contract, that:

3.2.1 Owner is a municipality duly organized and validly existing in good standing under the laws of the State of Florida and has all requisite legal power and authority to execute and deliver the Contract and to carry out its terms, conditions and provisions.

3.2.2 All actions of Owner required to authorize the execution, delivery and performance by Owner of the Contract and the transactions contemplated hereby have been taken and are in full force and effect. The Owner acknowledges that the Contract was granted formal approval by the City of Miami in accordance with Resolution # [INSERT] dated [INSERT].

3.2.3 The Contract has been duly executed and delivered and constitutes the valid, legal and binding obligation of Owner, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defenses, the discretion of the court before which any proceeding therefore may be brought and the principles of equity in general.

3.2.4 There are no actions, suits or proceedings pending or, to Owner's knowledge, threatened, against or affecting Owner before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of Owner to meet and carry out its obligations under the Contract.

3.2.5 The execution, delivery and performance by Owner of the Contract will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

ARTICLE 4

TIME

4.1 The Project Administrator shall provide services as expeditiously as is consistent with reasonable skill and care in the orderly progress of the Project Administration Services, and the Project Administration Services shall be commenced on [INSERT] and, subject to authorized adjustments and to delays not caused by the Project Administrator, the Project Administration Services shall be completed on or before the date which is forty-five (45) days after the final date of the Contractor's Warranty (the "Basic Term").

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4.2 ~~The Date of Substantial Completion of the Contractor's Work, or an agreed upon portion thereof, is the date when construction, or an agreed upon portion thereof, is sufficiently complete so the Owner can occupy and utilize the Project, or agreed upon portion thereof, for its intended use, . It is a requirement of the Owner that the completed Project shall be "game ready" so that it will be fully and beneficially utilized in connection with the University of Miami football season. It is hereby understood that the achievement of the foregoing objectives of the Owner are conditioned upon the completion of the Owner's responsibilities set forth in the Master Project Schedule attached hereto as Exhibit 9.~~

4.3 ~~If, through no fault of Project Administrator, the Project Administrator is delayed in the progress of the Project by the negligent acts, of the Owner, Owner's representatives, employees, the Architect, the Contractor, separate Trade Contractors employed by the Owner, changes ordered in the Work or Project Participants, labor disputes, fire, adverse weather conditions not customarily encountered in the area surrounding the Project which affect the progress of the Work or Project Participants, other causes beyond the Project Administrator's reasonable control, delay regarding dispute resolution proceedings, or any other cause which the Owner and Project Administrator agree in writing is justifiable, the Basic Term shall be reasonably extended by Contract Revision.~~

ARTICLE 5

**PAYMENTS AND REIMBURSEMENTS; BASIS OF COMPENSATION;
COST OF THE WORK**

5.1 Payments and Reimbursements

5.1.1 The Project Administrator shall deliver to the Owner an itemized Application for Payment for Project Administration Services, together with all supporting documentation reasonably acceptable to the Owner, by the tenth (10th) day of each month during the Basic Term of this Contract.

5.1.2 Payments for Project Administration Services and the Cost of the Work shall be made to the Project Administrator by the Owner within ten (10) days of the Owner's receipt of an Application for Payment (but not later than the 20th day of the month), together with all supporting documentation reasonably acceptable to the Owner, from the Project Administrator, and in accordance with the procedures set forth in this Contract.

5.1.3 The Project Administrator shall execute and deliver with each Application for Payment for the Project Administration Services such waivers and releases of mechanics lien rights (in a form acceptable to the Owner and in accordance with applicable laws) with respect to the Project Administration Services provided by the Project Administrator and covered by each Application for Payment and all prior Applications for Payment for Project Administration Services.

5.2 Basis of Compensation

5.2.1 **Basic Services.** "Compensation for Project Administration Services" shall be paid to the Project Administrator by the Owner as set forth below:

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.1 For Project Administration Services described in Article 2 and Exhibit 2 attached hereto, the Project Administrator shall be paid for Direct Personnel Expenses, General and Administrative Overhead Expenses and a Project Administration Fee in the amount of [INSERT] (\$,00) (US), plus Reimbursable Expenses as described in Section 5.2.3 hereof.

???????

5.2.2 Direct Personnel Expenses, General and Administrative Overhead Expenses and Project Administration Fee. The Project Administrator will be compensated for Project Administration as outlined below:

.1 Upon execution of this Contract, the Project Administrator shall be paid an Initial Payment of [INSERT] (\$INSERT) Dollars (US), which amount shall be credited against the Direct Personnel Expenses, General and Administrative Overhead Expenses and Project Administration Fee described above; and

.2 The balance of the Direct Personnel Expenses, General and Administrative Overhead Expenses and Project Administration Fee shall be paid in [INSERT] equal monthly installments of [INSERT] (INSERT) Dollars (US) between [INSERT] and [INSERT] as outlined in Exhibit 7 hereof.

5.2.3 Reimbursable Expenses. Reimbursable Expenses are those items authorized by the Owner, in addition to the Direct Personnel Expenses, General and Administrative Overhead Expenses and Project Administration Fee as described above, and shall include the following direct out-of-pocket consumable expenditures, all of which shall be in reasonable amounts and charged at the Project Administrator's cost without mark-up, incurred by the Project Administrator in the interest of the Project and other expenses as agreed to from time to time by the Owner and Project Administrator:

.1 Expenses of transportation and other reasonable travel related expenses in connection with the Project Administrator's personnel travel for the Project, subject to the limitations of Section 112.061, Florida Statutes; and

.2 Travel and subsistence expenses (e.g. living expenses and per diems) of the Project Administrator's personnel for travel in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes; and

.3 Long distance communication and teleconferencing associated with the Project; and

.4 Expenses of postage, handling and express delivery from the Project Administrator's office(s); and

.5 Office and equipment related expenditures of the Project Administrator in the performance of the Project Administrator's Work incurred in connection with the Project; and

.6 Costs of printing and reproductions associated with the Project Administration Services and the Project; and

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.7 Other expenses agreed to by and between the Owner and Project Administrator.

5.2.4 **Cost of the Work.** The Cost of the Work includes all costs associated with the Project, and including expenditures incurred and paid directly by the Owner, or by the Project Administrator on behalf of the Owner as a Cost of the Work, in the interest of the Project for those expenses listed as follows and others as required from time to time by the Owner:

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.1 Expenses associated with the Project Administration Services as described above;

.2 Expenses associated with the Architect's Work;

.3 Expenses associated with the Contractor's Work;

.4 Expenses of other professional services engaged from time to time by the Owner or by the Project Administrator on the Owner's behalf for the Project.

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.5 Expenses of reproductions, postage and handling of Drawings, Specifications and other documents, including reproductions for the office use of the Project Administrator and any consultant engaged by the Owner or by the Project Administrator at the direction of the Owner;

.6 Expenses of insurance coverages and bonding as required by the Owner for the Project;

.7 Costs of marketing collateral materials and media relations for the Project as requested by the Owner;

.8 Expenses associated with and necessarily incurred in connection with procurement of regulatory permits and approvals;

.9 Expenses of site investigations, surveys, soils analysis, geotechnical testing and inspection services, and other site related and environmental costs;

.10 Expenses of the Project office to be provided and furnished by the Owner;

.11 Costs associated with financing of the Project;

.12 Costs associated with direct Owner purchases (e.g. furniture, fixtures, and equipment, etc.);

.13 Costs associated with legal and other professional services;

.14 Other related expenses as required by the Owner.

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5.3 If the scope of the Project is changed materially, the amount of Compensation for Project Administration Services shall be equitably adjusted as an Additional Service and paid as described in Section 5.5 hereof.

5.4 If, through no fault of the Project Administrator, the Project Administration Services have not been completed within one (1) month of the expiration of the Basic Term described in Section 4.1 hereof, the Compensation for Project Administration Services for those services provided by the

Project Administrator following the Basic Term shall be deemed to be Additional Services and paid in accordance with Section 5.5 hereof. Why???

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5.5 Additional Services

5.5.1 For Additional Services of the Project Administrator, as described in Exhibit 2 attached hereto, compensation shall be computed as follows:

.1 Direct Personnel Expenses ("DPE") for Additional Services of the Project Administrator shall be charged based on the then applicable Project Administrator's hourly billing rates (US):

5.5.2 The Project Administrator will charge a labor rate multiplier equal to 1.46 times the hourly-billing rate set forth above.

5.5.3 The hourly billing rates set forth in Subparagraph 5.5.1 will be adjusted based on a three percent (3.00%) annual labor rate escalator to be applied on June 1st of each calendar year, commencing on January 1, 2006.

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ARTICLE 6

PROTECTION OF PERSONS AND PROPERTY

6.1 The Owner and Project Administrator understand and agree that the Contractor will be solely responsible for, and shall initiate, maintain and provide, supervision of safety precautions and programs in connection with the performance of the Contractor's Work on the Project. The Owner and Project Administrator agree that the Contractor shall be solely responsible to take all reasonable precautions for safety of, and to provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Project and other Project Participants who may be affected thereby; (2) the Construction Services and/or the Contractor's Work, materials and equipment to be incorporated therein; and (3) other property at or adjacent to the Project site.

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ARTICLE 7

CHANGES IN THE WORK

7.1 A Contract Revision related to the Project Administration Services is a written order signed by the Owner and Project Administrator, and issued after execution of this Contract, authorizing a change in the Project Administration Services. Costs to the Owner resulting from a change in the Project Administration Services shall be determined in writing between the Owner and the Project Administrator before issuance of the Contract Revision.

ARTICLE 8

CORRECTION OF WORK

8.1 The Project Administrator, in consultation with the Owner, shall promptly direct the Contractor or Architect to correct Construction Services or Design Services, respectively, rejected by the Owner; and shall direct the Contractor to correct Construction Services and/or the Contractor's Work found to be defective or nonconforming within a period of one (1) year from the date of Substantial Completion of the Contractor's Work or designated portion thereof, or within such longer period provided by any applicable special or extended warranty.

ARTICLE 9

MISCELLANEOUS PROVISIONS

(SUBJECT TO RISK MANAGEMENT REVIEW)

9.1 Project Administrator's Liability Insurance

9.1.1 The Project Administrator shall maintain at its sole cost and expense, during the Basic Term of this Contract and any additional term of this Contract, insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation in forms and amounts substantially in accordance with the insurance coverages set forth in Exhibit 6 attached hereto and made a part hereof. The Project Administrator shall cause the Owner to be an additional insured under the general liability insurance policies required to be provided by the Project Administrator for the Project. The Project Administrator shall be responsible to provide, and to cause its insurer to provide, the Owner with thirty (30) days' prior written notice in the event of cancellation, non-renewal or material modification to the insurance policies required hereunder. Certificates of the Project Administrator's insurance acceptable to the Owner shall be delivered to the Owner within thirty (30) days of executing this Contract and the Contract can be terminated at the Owner's option upon written notification thereof if such insurance certificates are not provided to the Owner.

9.2 Owner's Insurance

9.2.1 The Owner shall be responsible to purchase and maintain the insurance required to be purchased by the Owner in Article 13 of the General Conditions, inclusive of a Project Specific Professional Liability Insurance in an amount of not less than Twenty Five Million and 00/100 (\$25,000,000.00) Dollars. The Owner shall cause the Project Administrator to be a named insured under insurance policies required to be provided by the Owner,

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Architect and Contractor. Certificates of the Owner's Insurance acceptable to the Project Administrator shall be delivered to the Project Administrator within thirty (30) days of placement by the Owner of such insurance. This Contract can be terminated at the Project Administrator's option upon written notification thereof if such insurance certificates are not provided to the Project Administrator in accordance herewith. The insurance policies shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Project Administrator. The Owner shall be responsible to provide, and to cause its insurer to provide, the Project Administrator with thirty (30) days' prior written notice in the event of cancellation, non-renewal or material modification to the insurance policies required hereunder.

9.3 Owner's Property Insurance

9.3.1 The Owner shall purchase and maintain property insurance as required to be purchased in Article 13 of the General Conditions.

9.4 Loss of Use Insurance

9.4.1 The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire, delays or other hazards, however caused. The Owner waives all rights of action against the Project Administrator, and its Subconsultants and employees, for loss of use of the Owner's property, including consequential losses or damages resulting from such loss of use, however caused. The foregoing waiver is in addition to the waiver contained in Article 13 of the General Conditions.

ARTICLE 10
INDEMNIFICATION

The Project Administrator hereby agrees to indemnify, defend and save harmless the Owner, its officials, agents and employees (the "Project Administrator's Indemnitees") against liabilities, obligations, claims, losses and expenses arising from loss, personal injury or property damage (1) caused or created by the negligence, error, omission or willful misconduct of the Project Administrator, its Subconsultants, agents and its employees, and arising out of the Project Administration Services performed hereunder, or (2) arising out of injuries or property damage suffered or allegedly suffered by employees or agents of the Project Administrator or its Subconsultants, in the performance of the Project Administration Services hereunder; except to the extent that any such injury or damages is the result of or arises out of the gross negligence or intentional misconduct of the Owner. The Project Administrator shall pay all claims and losses, shall defend all actions in the name of the Owner when applicable, and shall pay all costs, including, without limitation, reasonable attorney's and appellate attorney's fees and judgments which may issue thereon.

This provision shall survive termination or completion of this Contract.

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ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Dispute Resolution

11.1.1 Claims, disputes and other matters in question between the parties to this Contract or related to the Project and arising out of or relating to this Contract or the Project shall be submitted and resolved as provided in Article 6 of the General Conditions, excluding provisions thereof providing for review and determination of claims by the Project Administrator.

11.1.2 This Section 11.1 shall survive completion or termination of this Contract.

11.2 Subconsultants

11.2.1 The Project Administrator, as soon as practicable after execution of this Contract, shall furnish to the Owner in writing the names of the persons or entities the Project Administrator will engage as Subconsultants in accordance with the Project Administration Services for the Project. The Owner shall have the right to approve all Subconsultants proposed by the Project Administrator for the Project, which approval shall not be unreasonably withheld.

11.3 Termination by the Owner or Project Administrator

11.3.1 The Project Administrator may terminate this Contract at any time upon not less than sixty (60) days' prior written notice of termination. The Project Administrator shall only terminate this Contract for reasons of non-payment in accordance with Section 5.1 hereof or a material breach of this Contract by the Owner which is not cured by the Owner within thirty (30) days of receipt of written notice of such non-payment or material breach by the Project Administrator. The Project Administrator shall be compensated in the event of termination as follows:

- .1 If the Project Administrator initiates termination, the Owner shall compensate the Project Administrator for Work executed to the date of termination plus actual demobilization costs incurred in a reasonable and prudent manner by the Project Administrator.

11.3.2 The Owner may terminate this Contract at any time upon not less than sixty (60) days' prior written notice of termination. The Owner shall only terminate this Contract for reasons of a material breach of this Contract by the Project Administrator which is not cured by the Project Administrator within thirty (30) days of receipt of written notice of such material breach by the Project Administrator. The Project Administrator shall be compensated in the event of termination as follows:

- .1 If the Owner initiates termination, the Owner shall compensate the Project Administrator for Work executed to the date of termination plus actual demobilization costs incurred in a reasonable and prudent manner by the Project Administrator and an additional two (2) months of the Project Administration Fee beyond the date of termination.

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11.4 Termination of the Architect, Design Consultant or Contractor

11.4.1 In case of termination of the Architect or the Contractor, the Project Administrator shall as part of the Project Administrator's Basic Services assist the Owner in securing the services of another lawfully licensed person or entity to perform the services set forth in the Contract Documents.

ARTICLE 12

OTHER PROVISIONS

12.1 Nondiscrimination. In connection with the performance of Project Administration Services under this Contract, the Project Administrator agrees not to discriminate against any employs or applicants for employment because of age, race, sex, national origin, ancestry, religion or color. This provision shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

12.2 Legal Representation. The Owner agrees to provide compensation as an Additional Service for the Project Administrator's costs of legal representation involved with any claims or suits brought against the Owner and / or Project Administrator in accordance with the Project, and compensation for the time and expenses of the Project Administrator's legal counsel or to provide acceptable legal counsel to the Project Administrator at the Owner's expense, and reasonable compensation for the time and expenses of the Project Administrator's personnel involved in such claims or disputes, other than those arising from disputes between the Owner and Project Administrator in accordance with the Project Administration Services to be performed under this Contract or any portion of the Project described or contemplated herein or in the Contract Documents.

12.3 Successors and Assigns. The Owner and Project Administrator each bind themselves, their partners, successors, permitted assigns, and legal representatives to the other party to this Contract and to the partners, successors, permitted assigns, and legal representatives of such other party with respect to covenants of this Contract. Neither the Owner nor the Project Administrator shall assign this Contract without the prior written consent of the other, which consent shall not be unreasonably withheld.

12.4 Legal Relations. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against the Owner, the Project Administrator or any other third party beneficiary. Notwithstanding the foregoing, the parties hereto acknowledge and agree to the third party beneficiary conditions as set forth herein.

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12.5 Governing Law. This Contract shall be governed by the internal laws of the State of Florida.

12.6 Time is of the Essence. Time is of the essence with respect to this Contract and the performance of any and all obligations hereunder.

12.7 Confidentiality. The Project Administrator shall treat all information and data furnished to it by the Owner or otherwise obtained or prepared by the Project Administrator concerning the Project and the Project Administrator's Services and compensation hereunder that is identified in writing to the Project Administrator by the Owner as confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with the Project. The Owner and

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Project Administrator acknowledge the Project to be a public project subject to any applicable legal requirements of disclosure of all documents and information. Owner and Project Administrator shall use reasonable efforts to maintain information they deem to be confidential as such. The foregoing shall not prohibit such disclosures as may be necessary in the Project Administrator's performance of services being provided on the Project or in its' normal course of business. The Project Administrator shall instruct its employees and Subconsultants of this obligation and shall use its commercially reasonable efforts to ensure full compliance. The provisions of this Section 12.7 shall survive termination of this Contract.

12.8 Notice. Any notice, consent, approval, submission or other communication (collectively "Notices") required or permitted to be given under this Contract shall be in writing, except where oral Notice is specifically permitted under this Contract, and shall be deemed duly given only if (a) delivered in person with receipt acknowledged, (b) sent by Federal Express or other nationally recognized overnight courier, (c) by facsimile, provided that a hard copy is simultaneously sent by any of the means set forth in (a), (b) or (c) hereof, or (d) deposited in the mail, first-class certified or registered mail, postage prepaid, return receipt requested, in each case addressed as follows, or to such other address or individual as either party may specify from time to time by written Notice in the manner provided herein:

- .1 If to the Project Administrator, addressed to the address for the Project Administrator on the cover page of this Contract
- .2 If to the Owner, addressed to the address for the Owner on the cover page of this Contract

Any Notice shall be deemed given and received when received by the party to whose attention it was so delivered. A party shall acknowledge in writing receipt of any Notice delivered to it in person.

12.9 Headings. Headings of particular sections are inserted only for convenience and are in no way to be construed to be a part of this Contract or as a limitation of the scope of the sections to which they refer. All exhibits attached hereto are incorporated herein by reference and hereby made a part hereof.

12.10 Severability. The various terms, provisions and covenants herein contained shall be deemed separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder of this Contract.

12.11 Waiver. No waiver of the terms, conditions and covenants of this Contract shall be binding and effective unless the same shall be in writing signed by the party whose rights or benefits are being waived.

12.12 Limitation on Liability. The obligation of the Project Administrator to pay any damages, liabilities, obligations, losses or expenses whatsoever pursuant to this Contract or the Project, including the indemnity obligations of the Project Administrator as set forth in Section 10.1.1 hereof, shall not exceed the insurance coverages provided by the Project Administrator or the Owner hereunder. To the extent that the Project Administrator's or Owner's insurance does not fully cover any such damages, liabilities, obligations, losses or expenses, the Project Administrator's liabilities shall not exceed One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars (US) regardless of the cause or extent of such damages, liabilities, losses or expenses. The Project Administrator is responsible for costs the Project Administrator may incur in defending

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claims against the Project Administrator initiated by the Owner. The provisions of this Section 12.12 shall survive termination of this Contract.

- 12.13 **US Dollars.** All monetary amounts set forth in this Contract, in the exhibits to this Contract are expressed in US Dollars, unless expressly provided otherwise with respect to that specific amount.
- 12.14 **Third Party Beneficiaries.** It is expressly agreed and understood that (i) the Project Administrator is a third party beneficiaries of all the promises made by the Owner in the Contract Documents, and (ii) the Owner is a third party beneficiary of all of the promises made by the Project Administrator in the Contract Documents. The rights of third party beneficiaries as described herein shall be consistent with the Contract Documents and any amendments thereto. The responsibilities and liabilities of the Owner and the Project Administrator, as the case may be, toward such third party beneficiaries shall be consistent with the Contract Documents and any amendments thereto.
- 12.15 **Employment Restrictions.** The parties hereto agree not to employ persons of the other organization for a period of two (2) years beyond the Basic Term of this Contract.
- 12.16 **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 12.17 **Entire Agreement.** This Contract represents the entire agreement between the Owner and Project Administrator and supersedes any prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by both Owner and Project Administrator. In the event of any conflict or ambiguity between the terms of this Contract and any of the Contract Documents, as between the Owner and the Project Administrator, the terms and conditions of this Contract shall apply.

THIS CONTRACT is entered into as of the day and year first written above.

OWNER:

THE CITY OF MIAMI, FLORIDA

By:
Title:

PROJECT ADMINISTRATOR:

HAMMES COMPANY SPORTS DEVELOPMENT,
INC.

By: Robert P. Dunn
Title: President

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EXHIBIT 1

MASTER PROJECT BUDGET

The Preliminary Master Project Budget is based upon the documents described herein and includes pricing based upon a 2007 completion date. The actual Master Project Budget shall be established by the Owner and the Project Administrator based upon the final project scope and a 2008 completion. This Preliminary Master Project Budget is attached hereto and included herein as Exhibit 1.

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EXHIBIT 2

PROJECT ADMINISTRATION SERVICES OR BASIC SERVICES

The Project Administration Services to be provided by the Project Administrator, pursuant to Section 2.1 of this Contract, include:

1. **Project Administration.** The Project Administrator shall assist the Owner in the assignment of responsibilities among and between the Project Participants and other service providers involved in the Project. The Project Administrator will monitor and evaluate the performance of those firms and individuals under contract with the Owner. The Project Administrator will assist in the solicitation of proposals for professional services, negotiation and the award of contracts and purchase orders.

2. **Master Project Budget(s).** The Project Administrator will assist the Owner in establishing, and thereafter periodically updating, the Master Project Budget(s) for the Project. The Project Administrator will be responsible for monitoring and evaluating the Master Project Budget(s) and providing periodic reports to the Owner on the Master Project Budget(s).

3. **Master Project Schedule(s).** The Project Administrator will assist the Owner in establishing, and thereafter periodically updating, the Master Project Schedule for the Project. The Project Administrator will be responsible for monitoring and evaluating the Master Project Schedule and providing periodic reports to the Owner on the Master Project Schedule. Said Master Project Schedule shall include appropriate milestones and will identify the estimated duration of the various portions of the Work and develop an overall Project critical path. The Project Administrator will evaluate the Master Project Schedule and phasing associated therewith to attempt to identify reasonable means of optimizing the sequencing and phasing of the Project and revenue opportunities associated therewith.

4. **Procurement and Award.** The Project Administrator will review and evaluate proposals, bids and work authorizations and make recommendations to the Owner for the award of contracts, trade contracts and service contracts involved in the construction of the Project. The Project Administrator will direct the Contractor in the development of a Schedule of Values for reporting the Cost of the Work.

5. **Project Communications.** The Project Administrator will serve as a catalyst to facilitate communications among and between the Project Participants and other parties involved with the Project.

6. **Public and Regulatory Approvals.** The Project Administrator will coordinate activities of the Project Participants as required to secure public and regulatory approvals required by governmental agencies having jurisdiction over the Project.

7. **Payment Procedures and Change Request.** The Project Administrator will review and evaluate Applications for Payments submitted to the Owner for clarity and completeness. The Project Administrator will make recommendations to the Owner for disbursements, retainage and close-out of contracts and purchase orders. The Project Administrator will establish and maintain a cash-flow and project accounting system for the Project.

8. **Close-out and Commissioning.** The Project Administrator will assist the Owner in the close-out of construction and start-up operations of the Project.

9. **Targeted Business Contracting Program.** The Project Administrator will assist the Owner in the preparation and administration of a Targeted Business Contracting Program for the Project.

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10. **Other Duties.** The Project Administrator shall perform other services as described in this Contract. These duties shall include coordination of activities involving the Owner and other Project Participants as described in this Contract.

11. **Services**

The following are intended to delineate the type of services expected to be provided by the Project Administrator during the various phases of the project.

A. **Conceptual Design Phase**

1. Review development plan and design concepts with Owner.
2. Facilitate meetings of Owner's Project Team and document decisions made as well as key discussion points in meeting minutes.
3. Recommend to Owner actions to be taken to facilitate progress in the redevelopment.
4. Draft, distribute and review with the Owner a proposed Master Project Budget.
5. Recommend for approval by the Owner a Master Project Budget.
6. Revise and update the Master Project Budget as directed by the Owner.
7. Draft, distribute and review with the Owner a proposed Master Project Schedule.
8. Recommend for approval by the Owner a Master Project Schedule.
9. Revise and update the Master Project Schedule as directed by the Owner.
10. **Draft, distribute and review with the Owner a proposed Construction Phasing Plan.**
11. **Recommend for approval by the Owner a Construction Phasing Plan.**
12. **Revise and update the Construction Phasing Plan as directed by the Owner.**
13. Prepare and recommend evaluation criteria for Architect.
14. Review and comment on draft RFP prepared by Owner.
15. Review proposals submitted by Architects.
16. Recommend to Owner selections of Architects for "short list".
17. Review of oral presentation of short listed proposers.
18. Recommendation to Owner of the project's Architect.
19. Review and comment on draft contract for Architect.
20. Coordinate requirements of the concept design with on-going structural repairs of the Orange Bowl.
21. Review on-going structural repair scope
22. Draft, distribute and review with the Owner a complete set of Notes of Clarification. The Notes of Clarification will delineate the program and design requirements for the project, and will be used as a standard by the Architect for the design of the redeveloped facility.
23. Perform preliminary investigation, and finding of fact, of utility connections and capacities at the project site.
24. Perform preliminary investigation, and finding of fact, of planned construction, construction or modification to adjacent properties to the project site; or projects that may have an effect upon the project, or the projects goals.

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B. **Design Phase**

1. Monitor progress of the Architect throughout design.
2. Review design for compliance with project goals and requirements. **(Design includes, but is not limited to drawings and specifications.)**
3. **Perform market research.**
4. **Perform periodic reviews of design documents and determine if documents reflect the work to be within the project budget.**
5. **Monitor development of Architect Quality Control and Testing Programs.**
6. **Develop Quality Assurance Program.**
7. Report to the Owner on progress in the design of the project.

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8. Facilitate meetings of Owner's Project Team and document decisions made as well as key discussion points in meeting minutes.
9. Review monthly applications for payment to the Architect.
10. Submit recommendations to the Owner for payment to the Architect.
11. Once approved by the Owner, distribute payment to the Architect.
12. Facilitate the establishment of goals and procedures for implementation of targeted businesses and workforce on the project.
13. Facilitate review and approval of the project by Authorities Having Jurisdiction (permits).
14. Maintain the Notes of Clarification by updating the delineated project goals, requirements and design criteria as directed by the Owner and as the Architect requests clarification.
15. Prepare and recommend scope of work for Contractor.
16. Prepare and recommend evaluation criteria for Contractor.
17. Review and comment on draft RFP prepared by Owner for solicitation of proposals from Contractors.
18. Review proposals submitted by Contractors.
19. Recommend to Owner selections of Contractor for "short list".
20. Review of oral presentation of short listed proposers.
21. Recommendation to Owner of the project's Contractor.
22. Review and comment on draft contract for Contractor.
23. Prepare and recommend scope of work for Consultants as required by the project (testing agencies etc.).
24. Prepare and recommend evaluation criteria for Consultants to be under contract with the Owner.
25. Review and comment on draft RFP prepared by Owner.
26. Review proposals submitted by Consultants.
27. Recommend to Owner selections of Consultants for "short list".
28. Review of oral presentation of short listed proposers.
29. Recommendation to Owner of the project's Consultant.
30. Review and comment on draft contract for Consultant.
31. Recommend action to be taken by the Owner to maximize benefits of the project.

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C. **Construction Phase**

1. Monitor progress of construction.
2. **Supervise Quality Assurance Program.**
3. Review construction and design for compliance with project goals and requirements.
4. Report to the Owner on progress in the construction of the project.
5. Facilitate meetings of Owner's Project Team and document decisions made as well as key discussion points in meeting minutes.
6. Review monthly applications for payment to the Contractor.
7. Submit recommendations to the Owner for payment to the Contractor.
8. Once approved by the Owner, distribute payment to the Contractor.
9. Review monthly applications for payment to the Architect.
10. Submit recommendations to the Owner for payment to the Architect.
11. Once approved by the Owner, distribute payment to the Architect.
12. Review monthly applications for payment from project Consultants under contract with the Owner.
13. Submit recommendations to the Owner for payment to Consultants.
14. Once approved by the Owner, distribute payment to Consultants.
15. Review proposed uses of Construction Contingency by the Contractor.
16. Maintain a "Pending Change Report" to track proposed uses of Owner and Construction Contingency – expected, committed and contracted.

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17. Recommend to the Owner distribution of contingency.
18. Review Contractor's project budget to ensure compliance, and total agreement, with the Master Project Budget. (All changes in the schedule of values and disbursement of contingency are to be kept current.)
19. Assist in the coordination of the work between all project participants - Contractor, Architect, City Employees, County and Federal Government as well as other Consultants, suppliers and Contractors under contract with the Owner etc.
20. Recommend action to be taken by the Owner to maximize benefits of the project.

D. Commissioning Phase

1. Facilitate review and approval of project by Authorities Having Jurisdiction (Certificate of Occupancy).
2. Monitor final inspection of construction by Architect.
3. Monitor punch-list remediation by Contractor.
4. Monitor training of Facility Operations personnel by Contractor.
5. Review close-out procedures of Contractor.
6. Review applications of final payment from Architect and Contractor.
7. Submit recommendations to the Owner for payment to the Architect and Contractor.
8. Once approved by the Owner, distribute payment to the Architect and Contractor.
9. Facilitate warranty inspection by Architect.
10. Monitor warranty remediation work by Contractor.
11. Recommend action to be taken by the Owner to maximize benefits of the project.

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12. Monthly Report

Each month the Project Administrator will submit a monthly report to the Owner. This report will summarize the status of the project, as well as delineate "next steps" to be taken in the advancement of the project goals. The monthly report will include the following sections:

- A. **Executive Summary** – This section will provide in narrative and standard graphics form (same each month) an overview of the status of schedule and budget against the overall goals for the project. A listing of tasks for the project team to accomplish in the next thirty days will also be included.
- B. **Project Budget** – This section will include a complete project budget, updated to known expenditures, commitments and projections.
- C. **Pending Change Report** – The Pending Change Report lists how the funds designated in the Project Budget as "Contingency" are expected to be spent over the months ahead. This section will delineate the complete listing of all commitments to Owner and Construction Contingency. Those committed, as well as projected costs for defined future cost exposures.
- D. **Cash Flow** – This section will project an estimated cash outlay for each month remaining in the project. The cash flow will be updated each month to reflect expenditures, cost history of the project to date as well as observed and expected spending trends.
- E. **Notes of Clarification** – This section will be included in the monthly report during the design phase of the project. The Notes of Clarification is a narrative and graphical delineation of the project requirements and design program. It will be maintained by the Project Administrator and used as a guide and standard for the design of the project by the Architect.
- F. **Other** – As other key issues in the redevelopment reveal themselves through the course of the project these salient concerns can be tracked, and reported on in designated sections of the Monthly Report.

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The Additional Services that may be provided by the Project Administrator, pursuant to Section 5.5 of this Contract, include the following:

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1. Project development or development services involving ancillary or related retail or entertainment development on the Project site;
2. Feasibility and financial analysis or advisory services.
3. Legal representation or other professional services.
4. Targeted Business Outreach program.
5. Targeted Business Technical Assistance program.
6. Trade Contract Procurement (e.g. Scoreboard, etc.).
7. FF&E Procurement.
8. Project Marketing Services and Sponsorships.
9. Public and Community Relations Program.

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EXHIBIT 3

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EXHIBIT 5

[On Owner Letterhead]

_____, 200__

[Contractor]

Attn:

[Architect]

Attn:

Re: [insert] (the "Project")

Dear _____:

Regarding the above-captioned Project, please be advised that City of Miami ("Owner") has entered into a Project Administration Agreement (the "Project Administration Agreement") with Hammes Company Sports Development, Inc. ("Hammes Company" or "Project Administrator"). Among other things, the Project Administration Agreement includes the following:

1. Owner has appointed Hammes Company as our duly authorized representative for all of the purposes set forth under the Construction Services Agreement and Design Services Agreement with authority to bind the Owner as set forth in the Construction Services Agreement and Design Services Agreement.
2. Owner has agreed to the General Conditions of the Contracts for Design and Construction, and Owner has agreed to fulfill all of the obligations assigned to the Owner under the General Conditions, the Design Services Agreement, the Construction Services Agreement and other Contract Documents.
3. Unless you are instructed differently by the Owner in writing, the Contractor should take direction from the Project Administrator and communicate through the Project Administrator for purposes of the Owner's involvement or responsibilities as defined in the Construction Services Agreement. The Architect should take direction from the Project Administrator and communicate through the Project Administrator for purposes of the Owner's involvement or responsibilities as defined in the Design Services Agreement.

The City of Miami welcomes your continued interest and involvement with the Project.

Yours very truly,

CITY OF MIAMI

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EXHIBIT 6

PROJECT ADMINISTRATOR'S INSURANCE

The Project Administrator's insurance certificates are attached hereto and included herein as Exhibit 6

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The insurance coverage provided by the Project Administrator in accordance with the terms and conditions of this Project Administration Agreement, include:

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A. Commercial General Liability

General Aggregate Policy Amount of \$2,000,000

Products / Completed Operations Aggregate Policy Amount of \$2,000,000

Each Occurrence Policy Amount of \$2,000,000

B. Automobile Liability

Combined Single Limit Policy Amount of \$1,000,000

C. Workers' Compensation

Policy Amount Conforms to Statutory Limits

D. Employer's Liability

Each Accident Policy Amount of \$500,000

Disease - Policy Limit of \$500,000

Disease - Each Employee Policy Limit of \$500,000

E. Professional Liability

Aggregate Project Policy Amount of \$2,000,000

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EXHIBIT 7

OUTLINE OF PAYMENTS AND TERMINATION EXPENSES

The following Outline of Payments and Termination Expenses is attached hereto and included herein as Exhibit 7.

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EXHIBIT 8

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EXHIBIT 9

MASTER PROJECT SCHEDULE

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The Project will involve the redevelopment of the existing structure to include a reduction in the seat count to approximately 63,000 seats, the addition of approximately 14 suites, a total of 1,000 indoor club seats, a total of 750 outdoor club seats, a new club lounge and press box, all new concessions, toilets and service facilities. The Project is generally illustrated on the Ellerbe Becket Concept Design Documents dated December 5, 2003 and the Concept Design Narrative dated December 9, 2003.

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The Project will involve the redevelopment of the existing structure to include a reduction in the seat count to approximately 63,000 seats, the addition of approximately 14 suites, a total of 1,000 indoor club seats, a total of 750 outdoor club seats, a new club lounge and press box, all new concessions, toilets and service facilities. The Project is generally illustrated on the Ellerbe Becket Concept Design Documents dated December 5, 2003 and the Concept Design Narrative dated December 9, 2003.		
Page 4: [36] Comment	Stuart Zadra	
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DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

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

NAME OF PROJECT: Professional Services for Jose Marti Gym

INITIATING DEPARTMENT/DIVISION: Capital Improvements

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

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 333142

ADDITIONAL PROJECT NUMBER: B-35857

(IF APPLICABLE)

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

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

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

ACCOUNT CODE(S): CIP # 333142

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: _____

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

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/15/05

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/22/05

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

Community Mtg./Dist. Commissioner Approval? YES NO N/A DATES: _____

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

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

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

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 1/27/2005

Requesting Department: Capital Impvmts & Transport

Commission Meeting Date: 2/24/2005

District Impacted: all (3)

Type: Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: Professional services Work Order for Zyscovich , Inc. for the project entitled "Jose Marti Gym, B-35857"

Purpose of Item:

To authorize the City Manager to execute and issue a Work Order for the comprehensive design of the Jose Marti Gym (B-35857) to Zyscovich , Inc. as the lead consultant in an amount not to exceed \$580,828, with funds allocated from CIP No. 333142 entitled "Jose Marti - East Little Havana Park Expansion"

Background Information:

The City has established a capital improvement project under the Homeland Defense - Neighborhood Improvement Bond program to design and construct a gymnasium in Jose Marti Park, located at 351 SW 4th Street, Miami. In December of 2004, the City determined that this Project is best implemented using a Construction Management-at-Risk approach, with Pirtle Construction, Inc. serving as the contractor and Zyscovich, Inc. ("ZYSCOVICH") as the lead consultant of the design team; pursuant to Resolution No. 04-0786.

The City previously entered into an agreement with ZYSCOVICH dated June 24, 2002, pursuant to Resolution No. 02-144 adopted on February 14, 2002. Under that agreement, ZYSCOVICH provides the City with professional design services in the field of architecture on an as needed basis for three years, with the option on the part of the City to extend the agreement for an additional year delegated to the City Manager.

As a result of the foregoing, ZYZCHOVICH has submitted a proposal for a Work Order Authorization ("Work Order") to the City to provide the comprehensive design services for the Project, at a cost not to exceed \$580,828, which has been reviewed and accepted by the Department of Capital Improvements and Transportation.

Budget Impact Analysis

NO Is this item related to revenue?

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

General Account No: _____

Special Revenue Account No: _____

CIP Project No: 333142

YES Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: \$7,100,000.00

Maintenance Cost: \$0.00
Total Fiscal Impact: \$7,100,000.00

Final Approvals
(SIGN AND DATE)

CIP _____	Budget _____
<small>If using or receiving capital funds</small>	
Grants _____	Risk Management _____
Purchasing _____	Dept. Director _____
Chief _____	City Manager _____

...TITLE

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AND ISSUE A WORK ORDER ("WORK ORDER"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND ZYSCOVICH, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE COMPREHENSIVE DESIGN OF THE "JOSE MARTI PARK GYM, JOB NUMBER B-3587" IN AN AMOUNT NOT TO EXCEED \$580,828, ALLOCATING FUNDS FROM CAPITAL IMPROVEMENT PROJECT NUMBER 333142 ENTITLED "JOSE MARTI/EAST LITTLE HAVANA PARK EXPANSION".

... BODY

WHEREAS, the City of Miami (City) has established a capital improvement project to design and construct a gymnasium in Jose Marti Park, located at 351 SW 4th Street, Miami, and;

WHEREAS, said project has been incorporated into the City's Capital Improvement Program and Multiyear Plan as Project No. 35857, entitled "Jose Marti Gym"; and

WHEREAS, pursuant to Resolution No. 04-0786 adopted December 9, 2004, the City has determined that this Project is best implemented using a Construction Management-at-Risk approach, with Pirtle Construction, Inc. serving as the contractor and Zyscovich, Inc. ("ZYSCOVICH") as the lead consultant of the design team; and

WHEREAS, the City entered into an agreement with ZYSCOVICH, dated June 24, 2002 pursuant to Resolution No. 02-144 adopted on February 14, 2002, to provide the City with professional design services in the field of architecture, on an as needed basis for three years, with the option on the part of the City to extend the agreement for an additional year delegated to the City Manager; and

WHEREAS, as a result of the foregoing, ZYSCOVICH has submitted a proposal for a Work Order Authorization ("Work Order") to the City to provide the comprehensive design services for the Project, at a cost not to exceed \$580,828, which has been reviewed and accepted by the Department of Capital Improvements and Transportation; and

WHEREAS, the project will consist of a 31,000 square foot community center including a gymnasium, locker rooms, auxiliary spaces such as a weight room, exercise room, offices, and concession and ticket booths, and related sitework; and

WHEREAS, funds in the required amount are available from Capital Improvement project No. 333142 entitled "Jose Marti/East Little Havana Park Expansion;"

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

Section 1. The recitals and findings found in the preamble of this resolution are adopted by reference and incorporated as if fully set forth in this section.

Section 2. The City Manager or designee is authorized¹ to execute a Work Order Authorization ("Work Order"), in substantially the attached form, between the City of Miami and Zyscovich, Inc. for comprehensive design services for the project entitled "Jose Marti Park Gym, Project B-35857 in an amount not to exceed \$580,828 allocating funds therefore from Capital Improvements Project Number 333142 entitled "Jose Marti/East Little Havana Park Expansion."

Section 3. This resolution shall become effective immediately upon its adoption and signature of the Mayor.

PASSED AND ADOPTED THIS _____ day of _____, 2005.

MANUEL A. DIAZ, MAYOR

ATTEST:

PRISCILLA A. THOMPSON, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

JORGE L. FERNANDEZ
CITY ATTORNEY

..FOOTNOTE

¹ 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.

January 28, 2005

Bernard Zyscovich, AIA
Zyscovich Architects, Inc.
100N. Biscayne Blvd., 27th Floor
Miami, LF 33132

**Re: WORK ORDER AUTHORIZATION: Proposal for Architectural Services
Jose Marti Gym, B-35857**

Dear Mr. Zyscovich:

This work order is for the provision of Architectural services for Jose Marti Gym, B-35857 hereinafter referred to as "Project", pursuant to the Professional Service Agreement for Architectural services, dated June 24, 2002, between the City of Miami and Zyscovich Architects, 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 \$580,828, 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 of \$55,000 for reimbursable expenses that comply with the requirements of the Agreement. Any eligible reimbursable expenses shall conform to the limitations of Florida Statute § 112.061.

IV. Sub-Consultants

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

none

V. Budget and Funding

This work will be funded through Capital Improvement Project No. 333142, from Homeland Defense Neighborhood Improvement Bond proceeds. An estimated construction cost of \$6,000,000 has been established for this project. Additional expenses, including design, construction inspections, and project administration bring the total budget of this project to approximately \$7,100,000.

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 January 11, 2005 from Zyscovich Architects, Inc., including all Exhibits thereto.
2. The Professional Services Agreement for Architectural services between Zyscovich Architects, Inc. and the City of Miami dated June 24, 2002 .
3. City of Miami Resolution No. 02-144 adopted February 14, 2002 and Resolution No. _____ adopted February 24, 2005

Authorized by:

Accepted and Approved by:

_____ Date _____
Mary H. Conway, Director
Capital Improvements & Transportation

_____ Date _____
Bernard Zyscovich, AIA, President
Zyscovich Architects, Inc.

_____ Date _____
Witness

_____ Date _____
Witness

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

INSURANCE REQUIREMENT APPROVED:

Jorge L. Fernandez, City Attorney

Dania F. Carrillo, Administrator, Risk Management

Internal Review
Vertical _____
Cary Sanchez-Rea or Fernando Paiva

Horizontal _____
Cesar Gonzalez

Public Facilities _____
Juan Ordonez

MHC/JCC/DE



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/22/05 DISTRICT: 5

NAME OF PROJECT: Professional Services for Little Haiti Park Cultural Component

INITIATING DEPARTMENT/DIVISION: Capital Improvements

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

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER: B-30295

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, TOTAL DOLLAR AMOUNT: \$1,080,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$12,102,068)

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

ACCOUNT CODE(S): CIP # 331412

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: _____

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

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/15/05

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/22/05

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

Community Mtg./Dist. Commissioner Approval? YES NO N/A DATES: _____

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

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

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

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 1/27/2005

Requesting Department: Capital Impvmts & Transport

Commission Meeting Date: 2/24/2005

District Impacted: all ((3))

Type: Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: Professional services Work Order for Zyscovich, Inc. for the project entitled "Little Haiti Park Cultural Component, B-30295"

Purpose of Item:

To authorize the City Manager to execute and issue a Work Order for the comprehensive design of the Little Haiti Park Recreational Component (B-30295) to Zyscovich, Inc. as the lead consultant in an amount not to exceed \$1,080,000, with funds allocated from CIP No. 331412 entitled "Little Haiti Park Land Acquisition and Development."

Background Information:

The City has established a capital improvement project under the Homeland Defense - Neighborhood Improvement Bond program to design and construct a cultural center in Little Haiti Park, located at the intersection of N.E. 2nd Avenue and N.E. 59th Street, Miami. In December of 2004, the City determined that this Project is best implemented using a Construction Management-at-Risk approach, with Pirtle Construction, Inc. serving as the contractor and Zyscovich, Inc. ("ZYSCOVICH") as the lead consultant of the design team; pursuant to Resolution No. 04-0786.

The City previously entered into an agreement with ZYSCOVICH dated June 24, 2002, pursuant to Resolution No. 02-144 adopted on February 14, 2002. Under that agreement, ZYSCOVICH provides the City with professional design services in the field of architecture on an as needed basis for three years, with the option on the part of the City to extend the agreement for an additional year delegated to the City Manager.

As a result of the foregoing, ZYSCOVICH has submitted a proposal for a Work Order Authorization ("Work Order") to the City to provide the comprehensive design services for the Project, at a cost not to exceed \$1,080,000, which has been reviewed and accepted by the Department of Capital Improvements and Transportation.

Budget Impact Analysis

NO **Is this item related to revenue?**

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

General Account No: _____

Special Revenue Account No: _____

CIP Project No: 331412

YES **Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?**

Start Up Capital Cost: \$11,526,510.00

Maintenance Cost: \$0.00
Total Fiscal Impact: \$11,526,510.00

Final Approvals
(SIGN AND DATE)

CIP _____	Budget _____
<small>If using or receiving capital funds</small>	
Grants _____	Risk Management _____
Purchasing _____	Dept. Director _____
Chief _____	City Manager _____

...TITLE

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AND ISSUE A WORK ORDER ("WORK ORDER"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND ZYSCOVICH, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE COMPREHENSIVE DESIGN OF THE "LITTLE HAITI PARK CULTURAL COMPONENT, JOB NUMBER B-30295" IN AN AMOUNT NOT TO EXCEED \$1,080,000, ALLOCATING FUNDS FROM CAPITAL IMPROVEMENT PROJECT NUMBER 331412 ENTITLED "LITTLE HAITI PARK LAND ACQUISITION AND DEVELOPMENT".

... BODY

WHEREAS, the City of Miami (City) has established a capital improvement project to design and construct a cultural center in Little Haiti Park, located at the intersection of N.E. 2nd Avenue and N.E. 59th Street, Miami, and;

WHEREAS, said project has been incorporated into the City's Capital Improvement Program and Multiyear Plan as Project No. B-30295, entitled "Little Haiti Park Cultural Component"; and

WHEREAS, pursuant to Resolution No. 04-0786 adopted December 9, 2004, the City has determined that this Project is best implemented using a Construction Management-at-Risk approach, with Pirtle Construction, Inc. serving as the contractor and Zyscovich, Inc. ("ZYSCOVICH") as the lead consultant of the design team; and

WHEREAS, the City entered into an agreement with ZYSCOVICH, dated June 24, 2002 pursuant to Resolution No. 02-144 adopted on February 14, 2002, to provide the City with professional design services in the field of architecture, on an as needed basis for three years, with the option on the part of the City to extend the agreement for an additional year delegated to the City Manager; and

WHEREAS, as a result of the foregoing, ZYSCOVICH has submitted a proposal for a Work Order Authorization ("Work Order") to the City to provide the comprehensive design services for the Project, at a cost not to exceed \$1,080,000, which has been reviewed and accepted by the Department of Capital Improvements and Transportation; and

WHEREAS, the project will consist of a cultural arts building (black box theater), a community center, courtyard, amenities and related sitework; and

WHEREAS, funds in the required amount are available from Capital Improvement project No. 331412 entitled "Little Haiti Park Land Acquisition and Development;"

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

Section 1. The recitals and findings found in the preamble of this resolution are adopted by reference and incorporated as if fully set forth in this section.

Section 2. The City Manager or designee is authorized¹ to execute a Work Order Authorization ("Work Order"), in substantially the attached form, between the City of Miami and Zyscovich, Inc. for comprehensive design services for the project entitled "Little Haiti Park Cultural Component, Project B-30295 in an amount not to exceed \$1,080,000 allocating funds therefore from Capital Improvements Project Number 331412 entitled "Little Haiti Land Acquisition and Development."

Section 3. This resolution shall become effective immediately upon its adoption and signature of the Mayor.

PASSED AND ADOPTED THIS _____ day of _____, 2005.

MANUEL A. DIAZ, MAYOR

ATTEST:

PRISCILLA A. THOMPSON, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

JORGE L. FERNANDEZ
CITY ATTORNEY

..FOOTNOTE

¹ 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.

January 28, 2005

Bernard Zyscovich, AIA
Zyscovich, Inc.
100 N. Biscayne Blvd., 27th Floor
Miami, FL 33132

Re: WORK ORDER AUTHORIZATION: Proposal for Architectural and Engineering Services for Little Haiti Park Cultural Component, B-30295

Dear Mr. Zyscovich:

This work order is for the provision of Architectural and Engineering Services for Little Haiti Park Cultural Component, B-30295 hereinafter referred to as "Project", pursuant to the Professional Services Agreement for Architectural services, dated June 24, 2002, between the City of Miami and Zyscovich, 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 \$1,080,000, 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 of \$55,000 for reimbursable expenses that comply with the requirements of the Agreement. Any eligible reimbursable expenses shall conform to the limitations of Florida Statute § 112.061.

IV. Sub-Consultants

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

V. Budget and Funding

This work will be funded through Capital Improvement Project No. 331412, from Homeland Defense Neighborhood Improvement Bond proceeds. An estimated construction cost of \$9,949,058 has been established for this project. Additional expenses, including design, construction inspections, and project administration bring the total budget of this project to \$11,526,510.

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 set forth herein and in 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 January 11, 2005 from Zyscovich, Inc., including all Exhibits thereto.
2. The Professional Services Agreement for Architectural services between Zyscovich, Inc. and the City of Miami dated June 24, 2002 .
3. City of Miami Resolution No. 02-144 adopted February 14, 2002 and Resolution No. _____ adopted February 24, 2005

VIII Co- Ordination with City of Miami Employees and Agents

The Consultant shall, at no extra cost to the City and as part of its guaranteed not to exceed fee set forth above the Consultant shall consult with the City's Special Counsel (insert name and address), and _____ of City Asset Management and _____ of CIP to insure that the Design Development, and Schematic Design Documents and all other work product is in conformity with the actual properties the City of Miami has acquired for the Project . Adjacent or nearby privately owned properties shall not be utilized by the Consultant in the submitted work product.

IX Time is of the Essence; Adherence to Critical Path Schedules.

1. Time is of the essence in the performance of the work by the Consultant. Consultant shall perform the services described in Attachment "A" within the time periods specified in the Project Schedule included in Attachment "A" ; said time periods shall commence from the date of the Notice to Proceed for such services.
2. Prior to beginning the performance of any of the services under this Agreement, Consultant must receive a Notice to Proceed. Consultant must receive written approval from the City's Project Manager or prior to beginning the performance of services in any subsequent phases of this Project. Prior to granting approval for Consultant to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require that Consultant submit the itemized deliverables / documents identified in Attachment "A" for the Contract Administrator's review.
3. In the event Consultant is unable to complete the above services because of delays resulting from untimely review by City or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of the Consultant, or because of delays which were caused by factors outside the control of Consultant, the City may grant a reasonable extension of time for completion of the services and shall provide the Consultant with a reasonable extension of time, if appropriate. It shall be the responsibility of Consultant to notify County promptly in writing whenever a delay in approval is anticipated or experienced, and to inform the City of all facts and details related to the delay.
4. In the event the Consultant shall fail to complete the phases of services identified in Attachment "A" on or before the applicable Time for Performance , Consultant shall pay to the City the sum

February 9, 2005
WORK ORDER PROPOSAL

Page 3

identified below for each calendar day identified below , plus any approved time extensions thereof, until completion of the phase:

PROGRAMMING PHASE	\$ _____
PHASE 1- SCHEMATIC DESIGN	\$ _____
PHASE 2- DESIGN DEVELOPMENT	\$ _____
PHASE 3- CONTRACT DOCUMENTS _____	\$ _____
PHASE 4- CONSTRUCTION _____	\$ _____

These amounts are not penalties but are liquidated damages to City of Miami for its inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning The amount of damages and the cost and effect of the failure of the Consultant to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights or obligations of the party set forth in the INDEMNIFICATION sections of the PSA.

X Compliance with Codes.

Consultant shall be responsible for designs, documents, and related work product that fully comply with the applicable Building, Zoning, Electrical, Life Safety and other technical codes in effect at the time of securing the building permit. The Consultant is advised that the work must be submitted in such time to allow the City to obtain a building permit on or before 6/30/05, otherwise Consultant shall re-design the Project and his design documents to comply with the International Building Code at no additional cost or expense to the City of Miami and shall submit said re-design within 90 days of the effective date of the Universal Building Code.

Authorized by:

Joe Arriola, City Manager Date _____

Accepted and Approved by:

_____ Date _____
 Mary H. Conway, Director
 Capital Improvements & Transportation

_____ Date _____
 Bernard Zyscovich, AIA, President
 Zyscovich, Inc.

_____ Date _____
 Witness

_____ Date _____
 Witness

APPROVED AS TO LEGAL FORM AND
 CORRECTNESS:

INSURANCE REQUIREMENT APPROVED:

_____ Date _____
 Jorge L. Fernandez, City Attorney

_____ Date _____
 Dania F. Carrillo, Administrator, Risk Management

February 9, 2005
WORK ORDER PROPOSAL

Page 4

Internal Review
Vertical

Cary Sanchez-Rea or Fernando Paiva

Horizontal

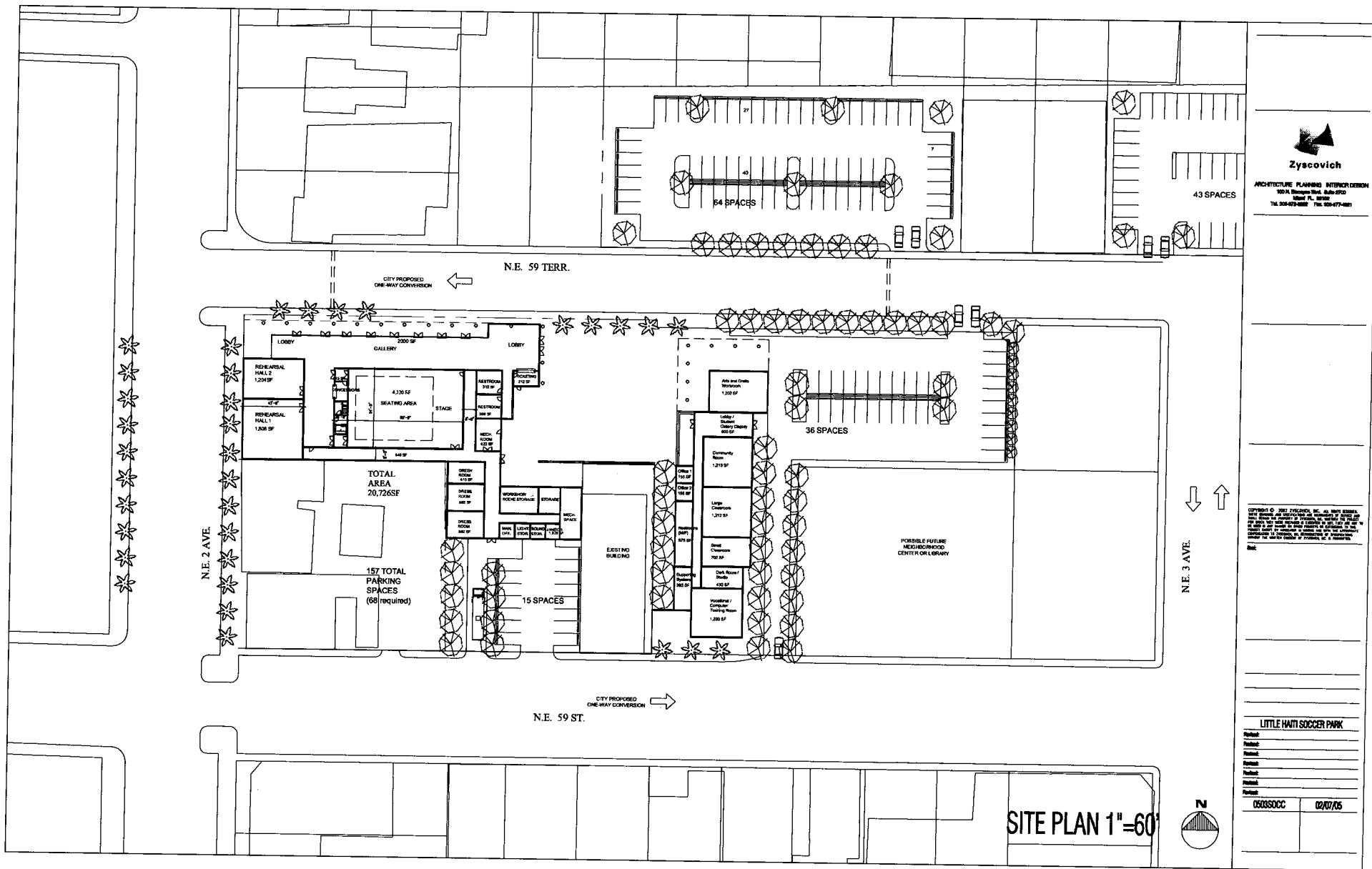
Cesar Gonzalez

Public Facilities

Juan Ordonez

This Work Order is subject to the approval of the Miami City Commission.

MHC/JCC/DE




Zyscovich
 ARCHITECTURE PLANNING INTERIOR DESIGN
 1614 N. Magnolia Blvd. Suite 212
 Miami, FL 33142
 TEL 305-452-8888 FAX 305-477-4489

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LITTLE HAITI SOCCER PARK	
Project:	
Phase:	
Location:	
Client:	
Architect:	
Contract No.:	
Date:	
Scale:	
Drawn by:	
Checked by:	
02/05/06	02/07/05

SITE PLAN 1"=60'

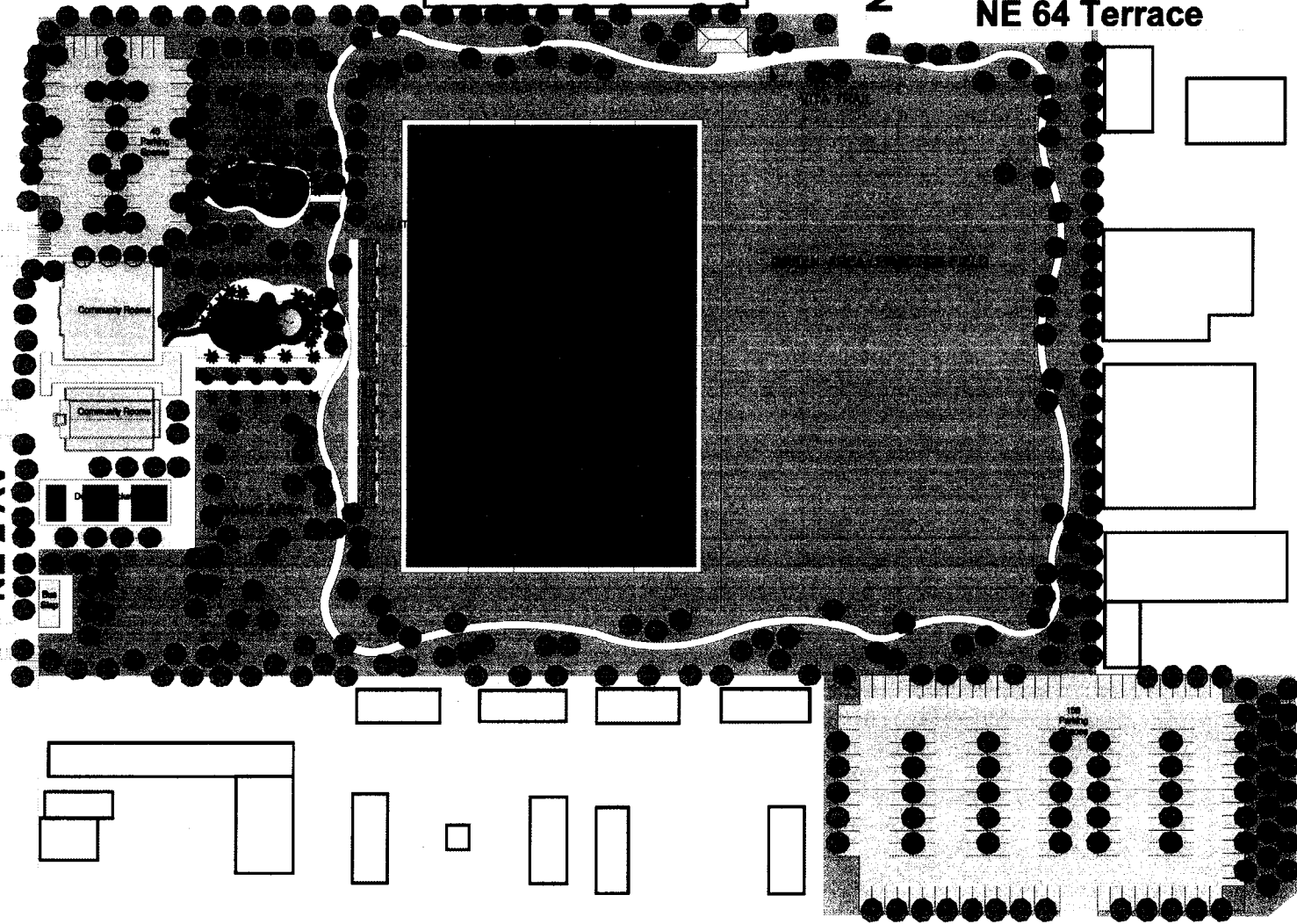


NE 2 AV

NE 3 AV

NE 64 Terrace

NE



NE 62 ST

SITE PLAN 1"=40'



RECREATIONAL
DESIGN AND
CONSTRUCTION, INC.
2600 North Pennsylvania Road
P.O. Lakeland, FL 33809
Voice: 888.888.3868
Fax: 888.888.3838



Zycovich

ARCHITECTURE
PLANNING
INTERIOR DESIGN
100 N. Biscayne Blvd., Suite 2700
Miami, FL 33132
Tel: 305-574-8022 Fax: 305-577-4821

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LITTLE HAITI PARK
MIAMI, FLORIDA

PROJECT NUMBER
0503-SOCC

FILE NO.

DRAWN
REVIEWED
CHECKED

DATE : 02-14-05

ISSUE/REVISIONS

SHEET TITLE

SHEET NUMBER



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

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

(IF APPLICABLE)

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

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

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: _____

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

ADA Compliant? YES NO N/A

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

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

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

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

APPROVAL: Robert O. Fudge DATE: 2/22/05
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 1/26/2005

Requesting Department: Planning

Commission Meeting Date: 2/24/2005

District Impacted: 2

Type: Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: Professional Services Agreement for Bicentennial Park "Museum Park" Master Plan

Purpose of Item:

Resolution authorizing the City Manager to execute a negotiated Professional Services Agreement (PSA) with Cooper, Robertson and Partners pursuant to RFQ No. 03-04-022, at a cost not to exceed \$1,400,000 to provide a Master Plan for Museum of Science (B30169) and Miami Art Museum (B30170), collectively know as Bicentennial Park "Museum Park". \$1.3 million will be provided from Capital Improvements Project number(s) 333143 and 333144 and \$100,000 from available sources to be identified no later than March 24, 2005.

Background Information:

Request for Qualifications (RFQ) No.03-04-022 for a Master Plan for Bicentennial Park "Museum Park" was issued on December 24, 2003, and ten proposals were received. An Evaluation Committee appointed by the City Manager discussed, evaluated, deliberated, and recommended Cooper, Robertson and Partners as the top ranked firm. The Office of the City Manager, and Planning Department, have negotiated a Professional Services Agreement (attached) with Cooper, Robertson and Partners. The City Manager is seeking formal Commission approval of the negotiated agreement.

Budget Impact Analysis

NO Is this item related to revenue?

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

General Account No: _____

Special Revenue Account No: _____

CIP Project No: 333143 and 333144

YES Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: _____

C.I.P. APPROVAL
[Signature] 1/28-05
Signature Date

**Final Approvals
(SIGN AND DATE)**

CIP *[Signature]*
If using or receiving capital funds

Budget *[Signature]*

Grants _____

Risk Management _____

Purchasing *[Signature]*

Dept. Director *[Signature]* OBO: *[Signature]*

Chief *[Signature]*

City Manager _____

RESOLUTION NO. _____

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENTS, AUTHORIZING THE CITY MANAGER TO EXECUTE A NEGOTIATED PROFESSIONAL SERVICES AGREEMENT WITH COOPER, ROBERTSON AND PARTNERS, TO PROVIDE A MASTER PLAN FOR MUSEUM OF SCIENCE (B30469) AND MIAMI ART MUSEUM (B30170) COLLECTIVELY KNOW AS BICENTENNIAL PARK/MUSEUM PARK MASTER PLAN, FOR AN AMOUNT NOT TO EXCEED \$1.4 MILLION, ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT NUMBER(S) 333143 AND 333144 IN THE AMOUNT OF 1.3 MILLION AND \$100,000 FROM AVILABLE SOURCES TO BE IDENTIFIED NO LATER THAN MARCH 24, 2005

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

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

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

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

WHEREAS, the City Commission adopted Resolution 04-0344, accepting the recommendation of the City Manager approving the findings of the Evaluation Committee, pursuant to Request for Qualifications No. 03-04-022, and authorizing the City to negotiate with Cooper, Robertson and Partners, the top ranked firm, to provide a Master Plan for Bicentennial Park "Museum Park"; and

WHEREAS, the City Manager is presenting the negotiated Professional Services Agreement for approval, with a fee payable to Cooper, Robertson and Partners, in the amount not to exceed \$1,400,000, to provide a Master Plan for Bicentennial Park / Museum Park, of which \$1.3 million will be made available from Capital Improvements project number(s) 333143 and 333144 and \$100,000 from available sources to be identified no later than March 24, 2005; and

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

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

Section 2. The City Manager is authorized {1} to execute an Agreement with Cooper, Robertson and Partners for an amount not to exceed \$1,400,000, to provide a Master Plan for Bicentennial Park/Museum Park, \$1.3 million allocated from Capital Improvements project number(s) 333143 and 333144 and \$ 100,000 from available sources to be identified no later than March 24, 2005.

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

APPROVED AS TO FORM AND CORRECTNESS:

JORGE L. FERNANDEZ
CITY ATTORNEY

..Footnote

{1} 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.



City of Miami
Legislation
Resolution: R-04-0344

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

File Number: 04-00544

Final Action Date: 5/27/2004

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

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

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

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

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

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

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

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

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

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

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

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

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

Footnotes :

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

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

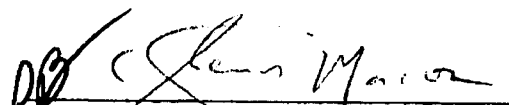
ACCEPTANCE OF CITY MANAGER AND
EVALUATION COMMITTEE'S
RECOMMENDATION
RFQ NO. 03-04-022

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

DEPARTMENT: City Manager

TYPE: Contract

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

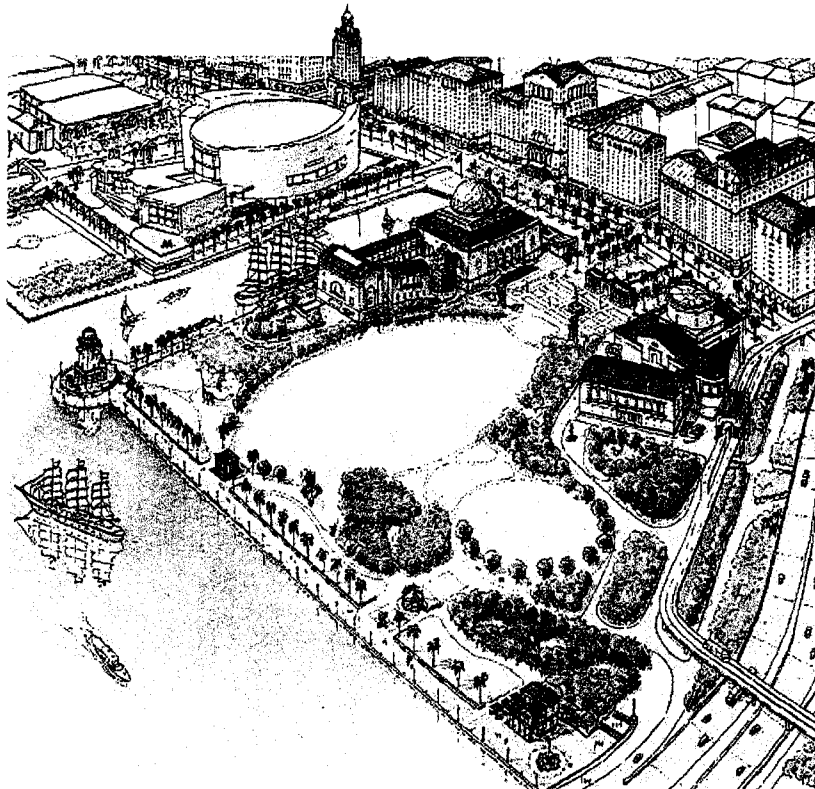


Glenn Marcos, CPPB
Director of Purchasing

5/13/04

Date

A MASTER PLAN
FOR
Bicentennial Park
“Museum Park Miami”
MIAMI, FLORIDA



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ # 03-04-022



December 24, 2003

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

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

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

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

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

Sincerely,

Joe Arriola
City Manager



City of Miami

Request for Qualifications

RFQ

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

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

RFQ Number: 03-04-022
RFQ Title: MASTER PLAN FOR BICENTENNIAL PARK "MUSEUM PARK MIAMI"
Commodity Codes: 906-57; 906-64; 906-64; 906-66; 909-57; 918-04; 918-14; 918-46; 918-49;
918-58; 918-89; 918-98; 926-52; 946-48; 961-21; 961-28; 961-32; 961-44
Type of Purchase: Term Contract
M/WBE Set-Aside: N/A
Purchasing Contact: Pamela Burns, CPPB, Sr. Procurement Contracts Officer
Purchasing Contact Fax: 305-400-5026
E-Mail Address: pburns@ci.miami.fl.us
Issue Date: December 24, 2003
Mandatory Pre-Proposal Meeting: Friday, January 16, 2004 at 10 AM at Bicentennial Park
Deadline For Request Of Additional Information / Clarification: 1/21/2004

Proposal Submission Deadline

Day/Date: **Wednesday, February 4, 2004**
Time: **2:00 PM**
Location/Mail Address: **Office of the City Clerk
City Hall, 1st Floor
3500 Pan American Drive
Miami, Florida 33133-5504**

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

RFQ TABLE OF CONTENTS

- 1.0 Introduction to Request For Qualifications (RFQ) Process
- 2.0 RFQ Scope of Services
- 3.0 RFQ General Conditions
- 4.0 Special Conditions of the Proposed Contract
- 5.0 Instructions for Submitting a Response
- 6.0 RFQ Response Forms Including Checklist

Sealed written Responses must be received by the City of Miami, City Clerk's Office, no later than the date, time and at the location indicated above for receipt. Submittal of Response by fax is not acceptable. One original and ten (10) copies of your response and sets of response forms must be returned to the City or your response may be disqualified.



CITY OF MIAMI
PUBLIC NOTICE

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

RFQ No: 03-04-022

**MASTER PLAN FOR
BICENTENNIAL PARK "MUSEUM PARK MIAMI"**

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

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

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

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

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

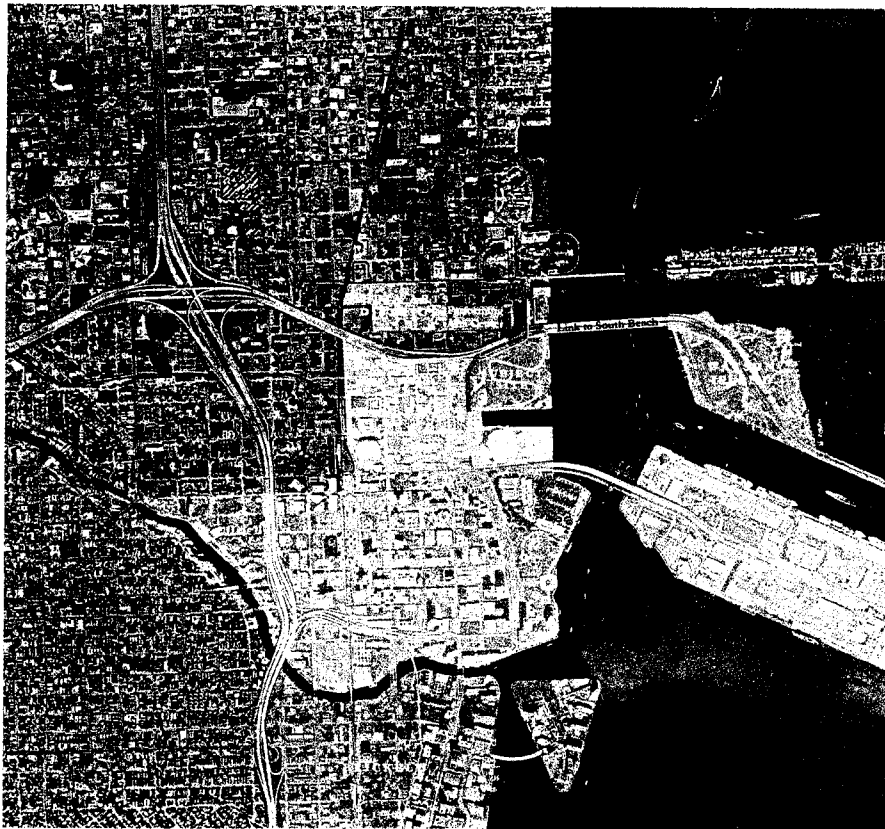
TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION.....	6
II. PROJECT LOCATION.....	7
III. <u>SECTION I</u> - OVERVIEW OF RFQ	9
IV. <u>SECTION II</u> - BACKGROUND & SCOPE OF SERVICES	14
V. <u>SECTION III</u> - GENERAL CONDITIONS.....	22
VI. <u>SECTION IV</u> SPECIAL CONDITIONS	27
VII. <u>SECTION V</u> SUBMISSION REQUIREMENTS	30
VIII. EVALUATION CRITERIA/SELECTION PROCESS	35
IX. RFQ RESPONSE FORMS	37

INTRODUCTION

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

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



PROJECT LOCATION



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

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

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

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

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

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

SECTION I

1.0. OVERVIEW OF REQUEST FOR QUALIFICATIONS

1.1. Invitation

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

1.2. Term of Contract

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

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

1.3 Mandatory Pre-Proposal Conference and Site Visit

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

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

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

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

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

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

1.5. Cone of Silence

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

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

The provision does not apply to, among other communications:

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

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

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

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

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

1.6. Additional Information or Clarification

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

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

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

1.7. Award of Contract

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

1.8. Contract Execution

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

1.9. Unauthorized Work

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

1.10. Instructions

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

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

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

1.11. Changes / Alterations

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

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

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

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

1.13. Discrepancies, Errors, and Omissions

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

1.14. Disqualification

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

1.15. Responses / Proposal Receipt

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

1.16. Capital Expenditures

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

1.17. RFQ Process Milestones

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

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

SECTION II

2.0 RFQ SCOPE OF SERVICES

2.1 Background

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

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

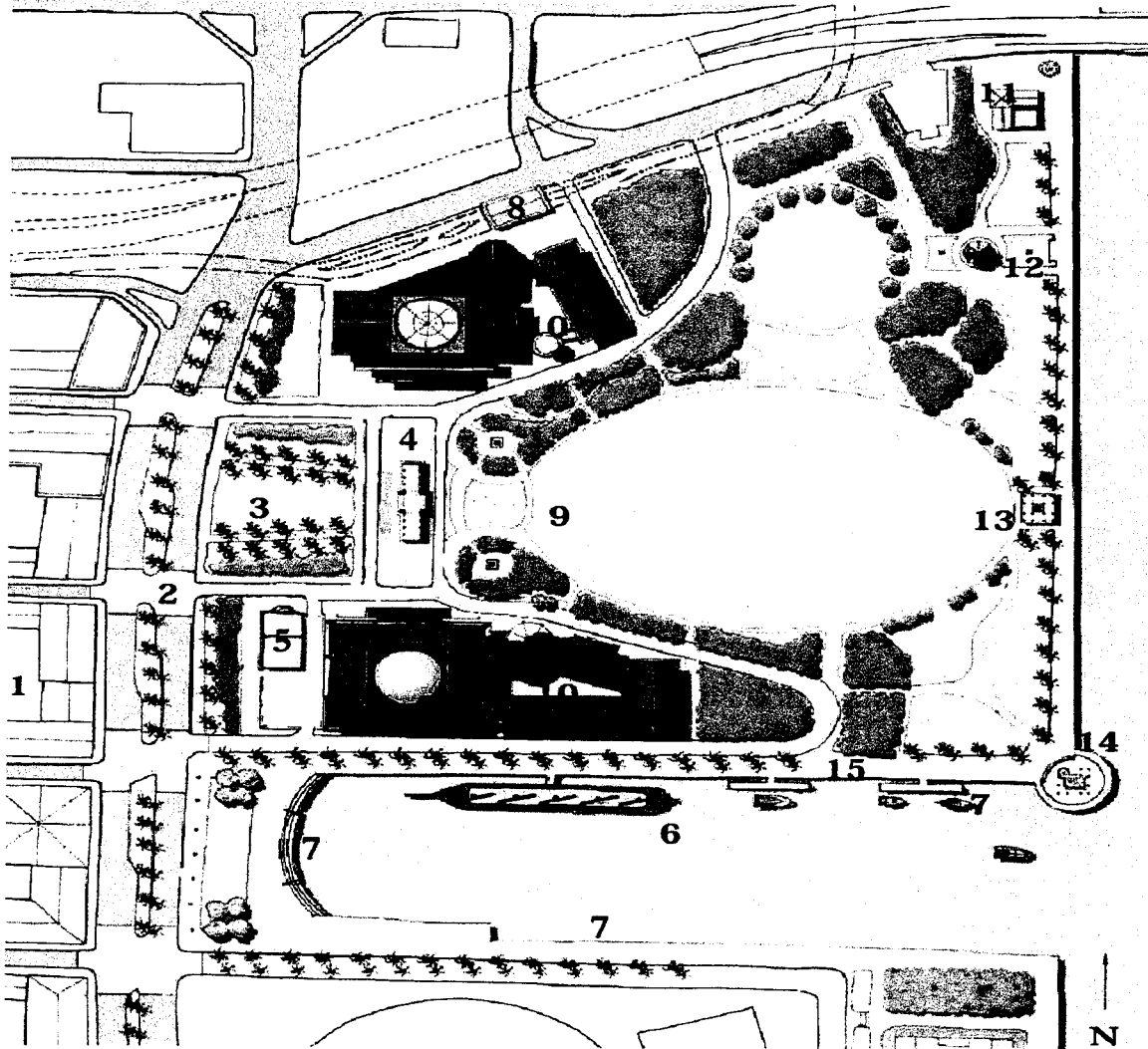
The Miami City Commission created the advisory Bicentennial Park/Waterfront Renewal Committee and, in conjunction with the City’s Planning & Zoning Department, hired the urban design firm Dover, Kohl and Partners (Dover Kohl) to propose three options for the Park based on public input; the Bicentennial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

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

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

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

MUSEUM PARK MIAMI CHARRETTE MASTER PLAN VISION



- | | |
|--------------------------------------|---|
| 1. Infill Development | 9. Central Open Space: The Ellipse Lawn |
| 2. Redesigned Boulevard | 10. North: Miami Art Museum |
| 3. Palm Court/Plaza | South: Miami Museum of Science |
| 4. Community Hall | 11. Restaurant Splash Fountain |
| 5. Pump Station with Improved Façade | 12. Carousel |
| 6. Maritime Activities at FEC Slip | 13. Pavilion |
| 7. New Seawall: north, south, west. | 14. Public Overlook |
| 8. Transit Entry Green | 15. Baywalk Esplanade |

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

Charrette Design Elements and Objectives

Elements of the Park:

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

The community will define success for the park as:

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

Objectives:

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

Issues:

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

Adjacent Neighborhoods:

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

Improvements in process and under consideration:

1. Biscayne Boulevard Sidewalk Widening Project:

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

2. Submerge I-395:

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

3. Sea Wall Improvements

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

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

Project Purpose and Need

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

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

2.2 Scope of Work

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

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

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

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

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

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

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

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

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

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

2.3 Process of Conceptual Designs and Contract Administration

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

SECTION III

3.0. RFQ GENERAL CONDITIONS

3.1. Acceptance/Rejection

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

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

3.2. City Not Liable for Delays

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

3.3. Contract Award and City's Rights

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

3.4. Cost Incurred By Proposers

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

3.5. Legal Requirements

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

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

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

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

3.7. Local Preference

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

3.8. Non-Appropriation of Funds

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

3.9. Occupational License Requirement

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

3.10. Payment

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

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

3.11. One Proposal

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

3.12. Minimum Qualification Requirements

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

Additionally, Proposer must:

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

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

3.13. On-line Vendor Registration

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

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

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

3.14. Public Entity Crimes

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

3.15. Resolution of Protests

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

3.16. Review of Responses for Responsiveness

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

3.17. Sales Tax

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

3.18. First-Source Hiring Agreements.

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

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

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

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

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

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

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

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

3.19 Employees are Responsibility of Successful Proposer

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

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

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

3.20. Use of Name

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

3.21. Collusion

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

3.22 Ownership of Documents

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

3.23 Unauthorized Work

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

SECTION IV

4.0. SPECIAL CONDITIONS OF PROPOSED CONTRACT

4.1. Authorization

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

4.2. General

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

4.2.1. Amendments to the Contract

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

4.2.2. Assignment of Contract

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

4.2.3. Compliance with Orders and Laws and Cancellation

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

4.2.4. Conflict of Interest

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

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

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

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

4.3. Contract Administrator

The Contract Administrator for the Contract shall be:

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

4.4. Contract / Project Manager

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

4.5. Indemnification

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

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

4.6. Insurance

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

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

4.7. Hold Harmless

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

4.8. Audit Rights and Records Retention

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

4.9. Proposer's Warranty

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

4.10. Ownership of Documents

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

SECTION V

5.0. INSTRUCTIONS FOR SUBMITTING A RESPONSE

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

5.1 Submission Requirements

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

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

A. CONTENTS OF QUALIFICATION STATEMENT

1. Table of Contents

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

2. Executive Summary

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

3. Qualifications and Experience of Proposer

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

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

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

4. Ability to Perform Required Services

Qualifications and Experience of the Project Team

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

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

Qualifications and Experience of the Project Manager

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

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

5. Previous Similar Projects

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

- Client Name, address, phone number.
- Description of work performed by Proposer.
- Year the project was completed and overall fees paid to firm.
- Total cost of the construction, both estimated and actual. Indicate reason(s) for any cost overruns
- Describe the Proposer's most relevant master planning projects including the following information:
 - Project description including location, commencement and completion dates, size of area, and public process
 - Project photographs and renderings, 8 ½" x 11"
 - Specific implementation steps that were achieved following the Plan
 - A client contact person, preferably the city or redevelopment project manager, name, title, and telephone number for each project cited.
 - Provide at least one (1) Sample Master Plan previously completed by Proposer and similar in scope to that requested within this RFQ.

6. Project Approach to Scope of Work and Schedule

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

7. Minority/Women Business Enterprise Participation

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

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

8. Local Preference

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

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

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

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

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

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

A. Completed Response forms, including all required forms included with this RFQ. Refer to Checklist(s) for guidance on the information and documentation to be provided with Response.

B. Copy of Current City / County Occupational License(s), where applicable

C. Additional forms and Acknowledgments

- Proposers should complete and submit as part of its Proposal all of the following forms and/or documents:
 - 7.1 RFQ Information Form
 - 7.2 Certificate of Authority
 - 7.3 Insurance Requirements
 - 7.4 Local Office Location Affidavit
 - 7.5 Debarment and Suspension Certificate
 - 7.6 Statement of Compliance with Ordinance 10032
 - 7.7 Copy of Proposer’s Occupational License
 - 7.8 Proof of current Miami M/WBE Certification, if applicable
 - 7.9 Conflict of Interest, if applicable

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

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

5.2. Response Format

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

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

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

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

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

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

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

SECTION VI

EVALUATION / SELECTION PROCESS

The procedure for response evaluation and selection is as follows:

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

EVALUATION CRITERIA

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

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

EVALUATION/SELECTION PROCESS – Continued

7. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission, in rank order, the response or responses which the City Manager deems to be in the best interest of the City.
8. The City Commission shall consider the City Manager's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the City Manager's recommendation(s). The City Commission may also reject any or all responses.

7.0. RFQ RESPONSE FORMS

CHECK LIST

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

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

7.1. RFQ INFORMATION FORM

RFQ NO. 03-04-022

MASTER PLAN FOR BICENTENNIAL PARK "MUSEUM PARK MIAMI"

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

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

E-mail address: _____

Name: _____

Title: _____

Authorized Signature: _____

7.2.1

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

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

Secretary: _____

(SEAL)

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

7.2.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

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

Secretary: _____

(SEAL)

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

7.2.3

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

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

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

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

Secretary: _____

(SEAL)

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

7.2.4

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, I
(Name of Individual)
and as a d/b/a (doing business as)
(if applicable)
exist under the laws of the State of
Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the
Proposal dated, 20 , to the City of Miami as an individual and/or d/b/a (if
applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official
act and deed of this attestation."

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

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

NOTARY PUBLIC:

Commission No.:

I personally know the individual/do not know the individual (Please Circle)

Driver's License #

(SEAL)

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

7.3. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

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

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

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

I. **COMMERCIAL GENERAL LIABILITY**

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

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

Premises/ Operations
Care, Custody and Control Exclusion Removed

II. AUTOMOBILE BUSINESS

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

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

III. WORKER'S COMPENSATION

Limits of Liability
Statutory-State of Florida

IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit

Each Occurrence	\$1,000,000
General Aggregate Limit	\$1,000,000

Deductible- not to exceed 10%

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

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

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

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

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

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

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

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

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

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

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

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

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

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

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

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

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

Office Location : _____

PRESENT
Street Address: _____

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

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

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

(Corporate Seal)

Authorized Signature

Print Name

Title

Authorized Signature

Print Name

Title

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

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Personally known to me; or

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

Notary Public, State of Florida My Commission expires

Printed name of Notary Public

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

7.5. DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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

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

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

(c) Certification:

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

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

Company name: _____

Signature: _____

Date: _____

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

7.6. STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032

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

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

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

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

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

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

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

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

(Use additional sheets if necessary)

PROPOSER NAME: _____

SIGNATURE/TITLE: _____

DATE: _____

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

**CITY OF MIAMI
CITY-OWNED PROPERTIES
HISTORIC DESIGNATION STATUS**

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

Gonzalez, Teresita (Terry)

From: Alice Dacy [ADacy@Akerman.com]
Sent: Friday, January 23, 2004 10:38 AM
To: Gonzalez, Teresita (Terry)
Cc: Augusto Maxwell
Subject: Meeting with Ms. Slazyk re D'Eca

Last Tuesday Gus Maxwell was successful in getting the D'Eca ordinance passed contingent upon Ms. Slazyk and Gus coming to terms on certain items. I left you a voicemail about this also. Please contact me to set up an appointment for them to meet.

Thanks

CONFIDENTIALITY NOTE: The information contained in this transmission is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, do not read it. Please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

J-02-697
7/25/02

RESOLUTION NO. 02-862

A RESOLUTION OF THE MIAMI CITY COMMISSION APPROVING THE DESIGNATION OF "A CULTURAL PARK," ALSO KNOWN AS "MUSEUM PARK MIAMI," AS THE OFFICIAL DESIGN VISION FOR BICENTENNIAL PARK; AUTHORIZING AND DIRECTING THE CITY MANAGER TO OBTAIN THE SERVICES OF PROFESSIONAL CONSULTANTS NECESSARY TO FINALIZE A COMPREHENSIVE MASTER PLAN FOR BICENTENNIAL PARK, SUBJECT TO CITY COMMISSION APPROVAL; FURTHER AUTHORIZING AND DIRECTING THE CITY MANAGER AND THE CITY ATTORNEY JOINTLY TO COMMENCE IMMEDIATE NEGOTIATIONS WITH THE MIAMI ART MUSEUM AND THE MIAMI MUSEUM OF SCIENCE TO DEFINE THE TERMS AND CONDITIONS FOR EACH OF THEIR LONGTERM, WORLD-CLASS TENANCY IN BICENTENNIAL PARK, ALSO SUBJECT TO CITY COMMISSION APPROVAL.

WHEREAS, the Miami Art Museum and the Miami Museum of Science, each of which has outgrown its existing public facility, have mutually completed a multi-year site and funding analysis in preparation for development of new, world-class institutions within the City of Miami ("City"); and

WHEREAS, collaborative development of these new museums in a redesigned and reconstructed Bicentennial Park will have a significant, positive impact on the City's global image; and

CITY COMMISSION
MEETING OF
JUL 25 2002
Resolution No.
02-862

WHEREAS, the new museums will substantially enhance the cultural and scientific education of the children, families, other residents and visitors of the City and Miami-Dade County; and

WHEREAS, establishment of the new museums will facilitate job creation as well as tourism and convention-promotion efforts by the City; and

WHEREAS, the City Commission wishes to support the Miami Museum of Science's affiliation with the Smithsonian Institution, in its mission to become the Science Center of the Americas; and

WHEREAS, in July 2000, the trustees of both the Miami Art Museum and the Miami Museum of Science adopted a joint resolution establishing the goal of creating "Museum Park Miami" in Bicentennial Park; and

WHEREAS, the City Commission created the Bicentennial Park/Waterfront Renewal Committee and, with the City's Planning and Zoning Department, hired the urban-design firm of Dover, Kohl and Partners to explore alternative development visions for Bicentennial Park; and

WHEREAS, following a daylong design charette attended by some 350 Miami residents in February 2001, three visions, one of which was "A Cultural Park," also known as "Museum Park Miami" were presented to the Miami City Commission by Dover, Kohl in May 2001; and

WHEREAS, the Greater Miami Chamber of Commerce designated "Miami Museum Park Miami" as a critical, community-wide goal in June 2001; and

WHEREAS, in October 2001, the City Commission approved a Citywide referendum for \$255 million Homeland Defense/Neighborhood Improvement bond issue, specifically including \$10 million for Bicentennial Park infrastructure improvements and \$3.5 million for each museum as a challenge grant for pre-development costs of "Museum Park Miami;" and

WHEREAS, a majority of voters in the City of Miami strongly endorsed and approved the issuance of those bonds on November 13, 2001; and

WHEREAS, the City Commission's specific inclusion of "Museum Park Miami" in the "Quality of Life" component of its bond program indicated conceptual approval for siting a world-class Miami Art Museum and Science Center of the Americas in a redesigned, visitor-friendly, public Bicentennial Park;

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 designation of "A Cultural Park" also known as "Museum Park Miami" as the official design vision for Bicentennial Park, is approved.

Section 3. The City Manager is authorized and directed to obtain the services of professional consultants necessary to finalize a comprehensive master plan of the Park, specifically integrating the Miami Art Museum, the Science Center of the Americas and their respective garden spaces in harmony with the Park's other open spaces.

Section 4. The City Manager is authorized, subject to the City Commission's review and approval, to identify and retain the services of such urban design, architecture, transportation, landscape architecture, construction, engineering, environmental and/or other professional consultants as necessary to expedite completion of the Bicentennial Park Master Plan, requiring all designs to conform with urban design and architecture standards established and reviewed by the

Planning and Zoning Department and the Bicentennial Park Waterfront/Renewal Committee.

Section 5. The City Manager and the City Attorney are authorized and directed jointly to commence immediate negotiations with the Miami Art Museum as well as with the Miami Museum of Science to identify each institution's site requirements, to approximate a four acre footprint for each museum including buildings, loading docks, visitor drop-offs, internal site roadways, under-building parking, under building parking and for-charge outdoor features; to determine terms and conditions of their tenancy in Bicentennial Park, including but not limited to issues such as governance, urban design standards, parking, maintenance of museum and park grounds, and City of Miami Charter restrictions, if any; to establish each entity's project timeline and performance standards, budget and funding sources, both private and public; and determine any other such matters that require inclusion in the overall, master-planning process.

Section 6. The City Manager and the City Attorney are instructed jointly to finalize each negotiation with the Miami Art Museum and the Miami Museum of Science, and submit for Miami City Commission review and approval a relocation instrument in appropriate form for each institution, with specific performance schedules for design, fundraising and construction.

Section 7. The City Manager is directed to make timely reports and/or presentations to the City Commission and its Bicentennial Park/Waterfront Renewal Committee, and to any other group deemed appropriate, regarding the preparation and implementation of the Bicentennial Park Master Plan.

Section 8. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{1/}

PASSED AND ADOPTED this 25th day of July, 2002.

Manuel A. Diaz
MANUEL A. DIAZ, MAYOR

ATTEST:

Priscilla A. Thompson
PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

Alexandro Vilarello
ALEXANDRO VILARELLO
CITY ATTORNEY
W6453:tr:AS:BSS

^{1/} 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.

J-02-698
7/25/02

RESOLUTION NO. 02 - 863

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ISSUE A REQUEST(S) FOR PROPOSALS ("RFP") TO SOLICIT FOR LANDSCAPE ARCHITECTURAL AND ENVIRONMENTAL ASSESSMENT CONSULTANT SERVICES TO ASSIST IN THE COMPREHENSIVE MASTER PLAN FOR BICENTENNIAL PARK, ALSO KNOWN AS "MUSEUM PARK MIAMI," AND (2) ESTABLISH A REVIEW COMMITTEE TO EVALUATE EACH PROPOSAL AND REPORT ITS FINDINGS TO THE CITY MANAGER WHO SHALL PRESENT HIS FINDINGS AND A NEGOTIATED AGREEMENT FOR SUCH SERVICES TO THE CITY COMMISSION FOR ITS CONSIDERATION.

WHEREAS, the Bicentennial Park "Cultural Park", also known as "Museum Park Miami", concept has advanced from the Dover Kohl presentation together with Special Consultant Robert Weinreb, and

WHEREAS, it is now appropriate to obtain the services of such professional consultants as may be necessary to finalize a comprehensive master plan for Bicentennial Park and to begin the Request for Proposals process to obtain landscape architectural and environmental assessment services to complete the "Cultural Park" design of Bicentennial Park; and

CITY COMMISSION
MEETING CE
JUL 25 2002
Resolution No.
02 - 863

WHEREAS, the Landscape Architectural firm shall work with the Planning & Zoning Department staff, the Bicentennial Park/Waterfront Renewal Committee, the Miami Art Museum and the Miami Museum of Science, Dover Kohl & Partners, Robert Weinreb, and other designated parties to present a completed park master plan to the City Commission and Mayor for approval; and

WHEREAS, the park master plan shall refer to the Dover/Kohl & Partners "Cultural Park" plan and shall include all the necessary infrastructure, access points into and out of the park, dockage, building sites, restaurants and other amenities, a promenade along the bay, tree covered walkways, open spaces, and landscape materials;

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 and directed to (1) issue Request(s) for Proposals ("RFP(s)") to solicit for landscape architectural and environmental assessment services to assist in the comprehensive master plan for Bicentennial Park, also known as "Museum Park Miami"; and (2) establish a review

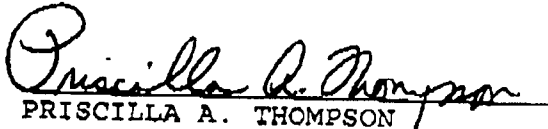
committee(s) to evaluate proposal(s) and report its findings to the City Manager who shall present findings for such services to the City Commission for its consideration.


Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{1/}

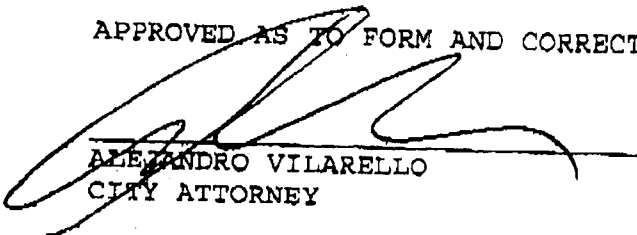
PASSED AND ADOPTED this 25th day of July, 2002.


MANUEL A. DIAZ, MAYOR

ATTEST:


PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS 


ALEJANDRO VILARELLO
CITY ATTORNEY

W6454:tr:BSS

^{1/} 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.



PROJECT ANALYSIS FORM

Department of Capital Improvements
City of Miami

Date Prepared:	2/8/2005
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Elizabeth Virrick Park		
ADDRESS / LOCATION: 3255 Plaza Street	PROJECT No.:	B-30180
NET OFFICE: SW Coconut Grove	DISTRICT:	D2
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$424,322
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1314	ALLOCATED FUNDS: \$425,000
PROJECT MANAGER: Neal Poteet	TEL.: (305) 416-1271	PROCUREMENT: JOC
CONSTR. MANAGER: Neal Poteet	TEL.: (305) 416-1271	PROJECT TEAM: Vertical
INSPECTOR / CEO: Genady Beylin	TEL.: (786) 229-5466	
EST. DESIGN START: N/A	EST. BID ADV.: 11/17/2004	EST. CONSTRUCTION START: 2/21/2005
EST. DESIGN END: N/A	EST. AWARD DATE: 2/14/2005	EST. CONSTRUCTION END: 9/21/2005

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant	Prime Consultant: N/A	
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: Carivon Construction Inc.	
1	Construction Estimate:		\$363,234
2	Contingency Allowance:	4.6%	\$16,767
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:		\$380,001



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: \$380,001		
	CONSTRUCTION ADMINISTRATION		
	H	Construction Inspection Services - CIP:	5.0% \$18,162
	I	Construction Mgmt. - Industry Partner:	1.7% \$6,182
	J	Construction Engineering Observer (CEO) - Industry Partner	\$0
	K	JOC Administration	1.5% \$5,449
			CONSTRUCTION ADMINISTRATION TOTAL: \$29,792
	ADMINISTRATIVE EXPENSES		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0% \$10,897
M	Industry Partner Program Mgmt. Support:	1.0% \$3,632	
		ADMINISTRATIVE EXPENSES TOTAL: \$14,529	
LAND ACQUISITION EXPENSES			
N	Land Cost:		
O	Transaction Costs:	0.0% \$0	
		LAND ACQUISITION TOTAL: \$0	
GRAND TOTAL - ESTIMATED PROJECT COST:		\$424,322	

PROJECT SCOPE	<p>Remove all travertine marble from the top of the first floor tie beam to the decorative molding. Scarify wall and provide water proofing and new plaster to all areas that the travertine was removed from. Repair front entrance tie-beam plaster Manufacture and install copper cap for parapit walls. Remove expansion joint material along travertine and re-install along travertine and re-install to match color of stone Repair water damage along southeast wall where basketball brackets are installed. Repair score board so that it is functional Southeast corner of the building. Paint all areas that have been repaired with elastemeric paint. Note: provide color sample to owner for approval. Paint other areas as needed. Repair Gym floor with the same material as specs. Materials must be heat welded and installed as per manufactures Recommendations Provide recommendations and cost on accoustical panels and protective floor covering</p>
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NOTES	
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FUND SOURCES	Fund: 2002 Homeland Defense Bonds Interest	CIP # 331419	Fiscal Year Available 2005	Amount: \$425,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	TOTAL ALLOCATED AMOUNT:			

VALIDATION	Project Manager: Neal Poteet		Date: 2/10/05
	Sr. Project Manager: Neal Poteet		Date: 2/10/05
	Reviewed by: Pilar Saenz CIP Budget Administrator	_____ Sign	Date: _____
	Accepted by: Ernest Burkeen Director of the Client Department	_____ Sign	Date: _____

December 21, 2004	Contractor's Cost Proposal Summary Job Order Construction Services	
Loc # 070 056.TBA.00	Elizabeth Virrick Park Elizabeth Virrick Park	

Submitted By: Carivon Construction Inc.
12171 S.W. 131 Ave
Miami, FL 33186

JOC Master Contract: 14-03\04

COST BREAKDOWN (by Category Section)	Total
Section 01 - General Requirements	40,771.89
Section 04 - Masonry	1,650.03
Section 05 - Metals	10,119.19
Section 06 - Wood and Plastic	231.55
Section 07 - Thermal & Moisture Protection	74,680.25
Section 09 - Finishes	234,095.26
Section 11 - Equipment	1,685.60
Project Proposal Total	363,233.77

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Proposal Checklist

- Detailed Cost Proposal
 Non-Prepriced Backup
 Computer Disk/Electronically
 Drawings/Submittals
 Construction Schedule
 Subcontract Plan/Self Performance

Carlos Hernandez, Vice-President

Elizabeth Virrick Park Community Center and Gymnasium Repair Recommendations and Scope of Work

- ✓ Remove travertine tiles from top of first floor tie-beam to the decorative foam molding
- ✓ Provide waterproofing and new textured stucco. Color shall be selected by the user, factory blended and integrally part of the stucco mix
- ✓ Repair front entrance tie beam stucco
- ✓ Manufacture and install aluminum cap for all parapet walls
- ✓ Remove expansion joint material at all lower-level travertine tiles and reinstall to match color of stone
- ✓ Repair water damage at interior walls at basketball hoop brackets
- ✓ Repair scoreboard at southeast corner and repair water leak at window
- ✓ Paint all repair areas as needed
- ✓ Repair sections of gym flooring that are delaminating
- ✓ Provide acoustical panels at ceiling for noise control
- ✓ Provide protective gymnasium floor cover and handling system
- ✓ Repair mosaic tiles at entrance wall

Contractor: Carivon Construction, Inc.

Delivery Method: Job Order Contracting

Total Project Costs: \$425,000

Funding Source: 2002 Homeland Defense Bonds Interest

Schedule: Start - February, 2005

Completion – September, 2005

**Elizabeth Virrick Park Community Center
Property Condition Evaluation and Recommendations**

We were requested to review problem conditions identified at the Virrick Park Community Center and provide our observations and recommendations. The primary purpose of this effort was to identify major problems at the facility that need immediate resolution. To that end, the following items were identified.

Wall Tiles

The wall tiles are an obvious problem. The City had contracted with the Tile Council of America (TCA) to assess the condition at the facility and provide recommendations. We have reviewed the work product submitted to date by TCA and the conditions at facility and recommend removal of all tiles from the parapet to the top of the stucco band. From our observations, the delamination of the upper tile system appears to have been caused by water infiltration at the parapet wall between the decorative EFIS system (around the top of the parapet) and the concrete masonry units (CMU). Hydrostatic pressure between the tiles and the CMU's virtually "blew" the tiles away from the CMU, starting at the top of the stucco band where the accumulation of pressure was too great for any bonding agent or mastic. The condition was worsened due to Portland cement that was used to level out-of-tolerance masonry that may not have been properly bonded to the block work. We noted other areas where the pressure is being relieved by openings or holes just above the stucco band, which may have been spacers used by the contractor to maintain the dimension of the beam at this elevation (see photos 1 and 2 below).



Photo 1

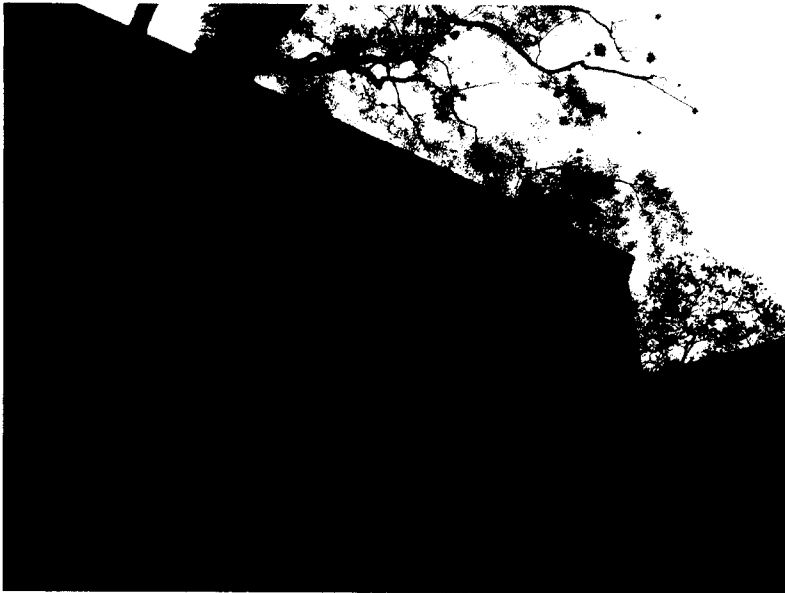
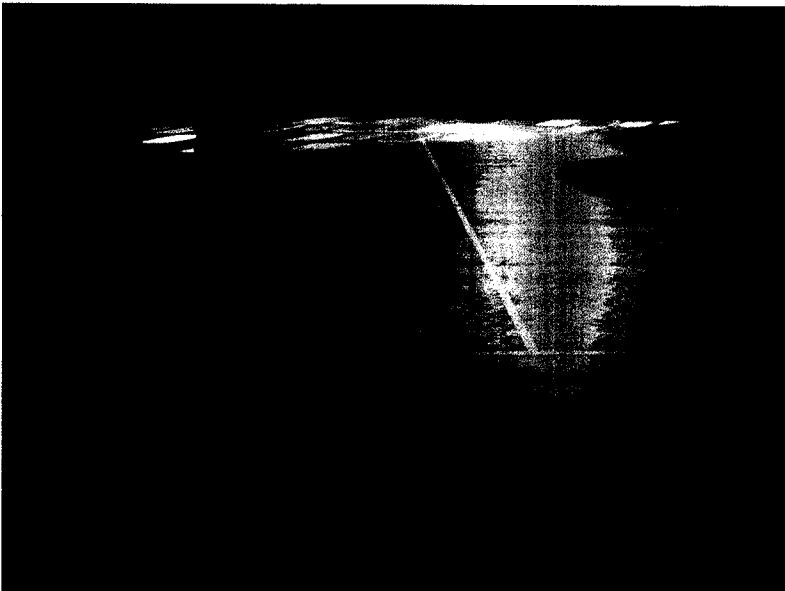


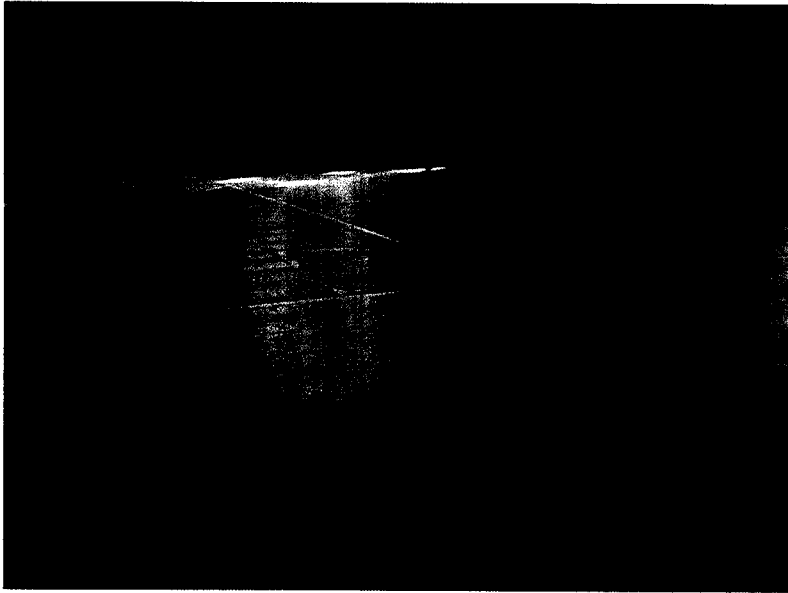
Photo 1

We believe the tiles below the stucco band will perform adequately once the moisture infiltration at the parapet is addressed and recommend leaving them in place.

Gym Floor Problems

The sheet material used for the gymnasium floor and basketball courts have exhibited bubbling and delamination problems in the past and our field visit confirmed the problems are continuing. Several areas were noted as shown below.

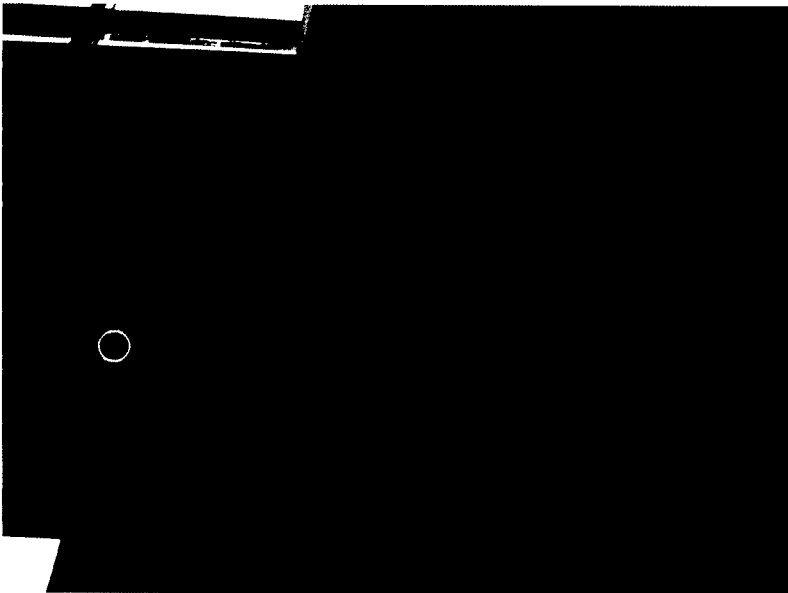




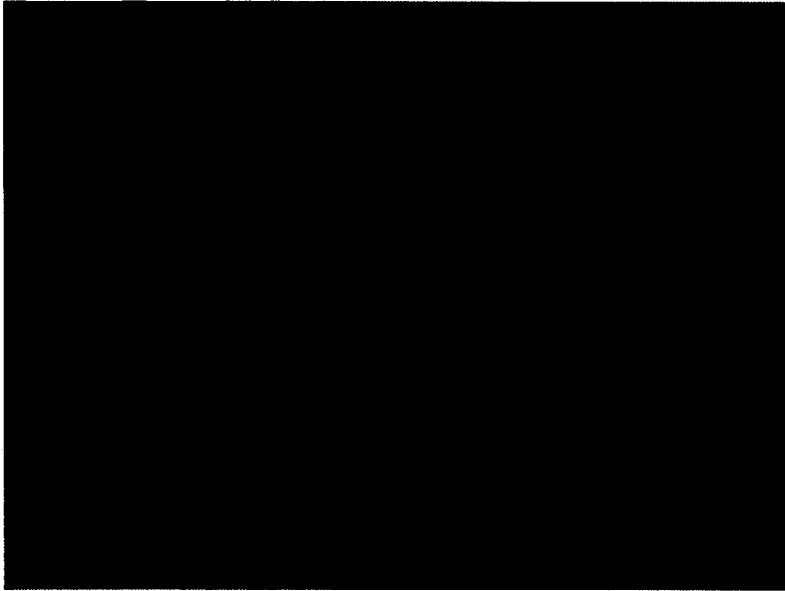
We understand the contractor has addressed these problems on several occasions and does not seem to be able effect permanent repairs.

Leaks

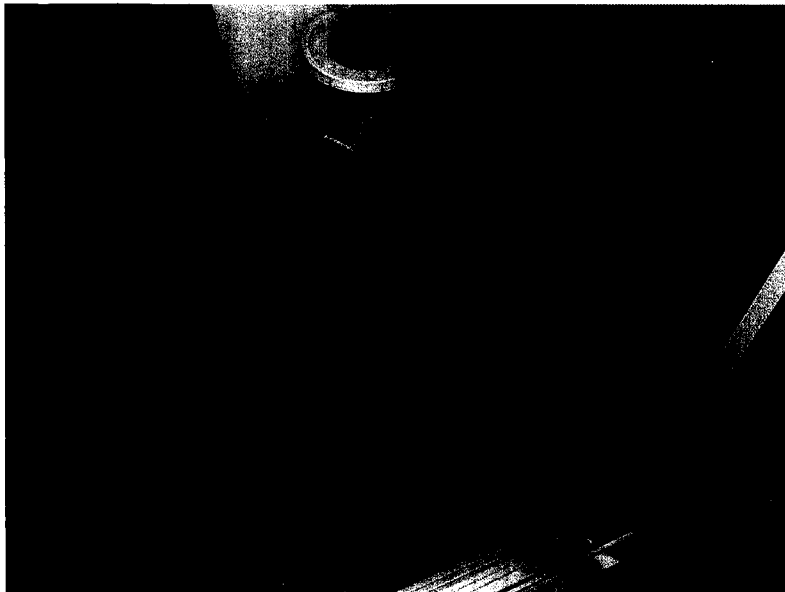
Various areas were observed with water infiltration problems affecting finishes and most notably one on the scoreboards. It appears that water entering through a poorly glazed window unit may have caused problems with the scoreboard panel. As you can see from the photo below, moisture is obvious at the lower right end of the scoreboard unit.



Other areas were listed as either previous leak locations or may be ongoing, especially at several basketball backboard-mounting locations.



Other areas were identified as roof leaks, as shown the photo below.



Recommendations

We have researched the project files and noted lengthy correspondence between the City, the designer, the contractor and the contractor's bonding company, with the City issuing notices and demands for repairs and continued requests for warranty work to finally repair the conditions at the facility. The contractor and the contractor's subcontractors have been mostly non-responsive. The contractor's bonding company, when contacted by

the CIP Department Deputy Director in May 2004, essentially requested volumes of files, contracts, contract documents and inspection reports, apparently in an attempt to bolster their legal position. We understand the need for immediate attention and resolution of the problems at the facility. To that end, we recommend the following actions:

Wall Tiles

Remove the wall tiles above the stucco band as soon as possible and replace with stucco in this area. We recommend integrally colored stucco with a smooth surface. This can be coordinated to allow the facility to remain open during remedial activities. Before installation, the water intrusion problem needs to be addressed and repaired. Initially, we believe a coping installed over the EFIS parapet system and the backside of the parapet will correct the problem.

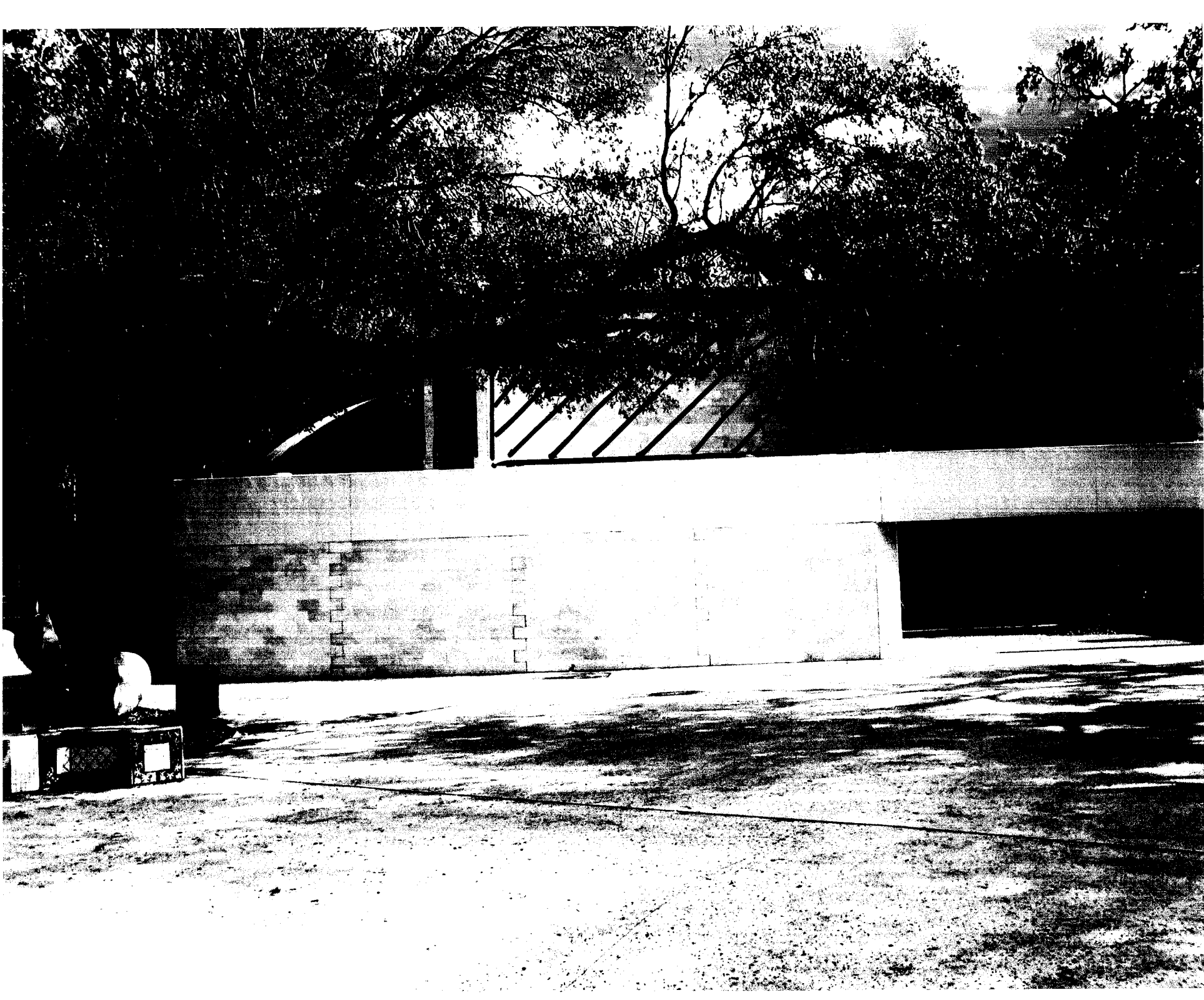
Gym Floor Problems

Immediately we will initiate repair activities for the areas found to be delaminating.

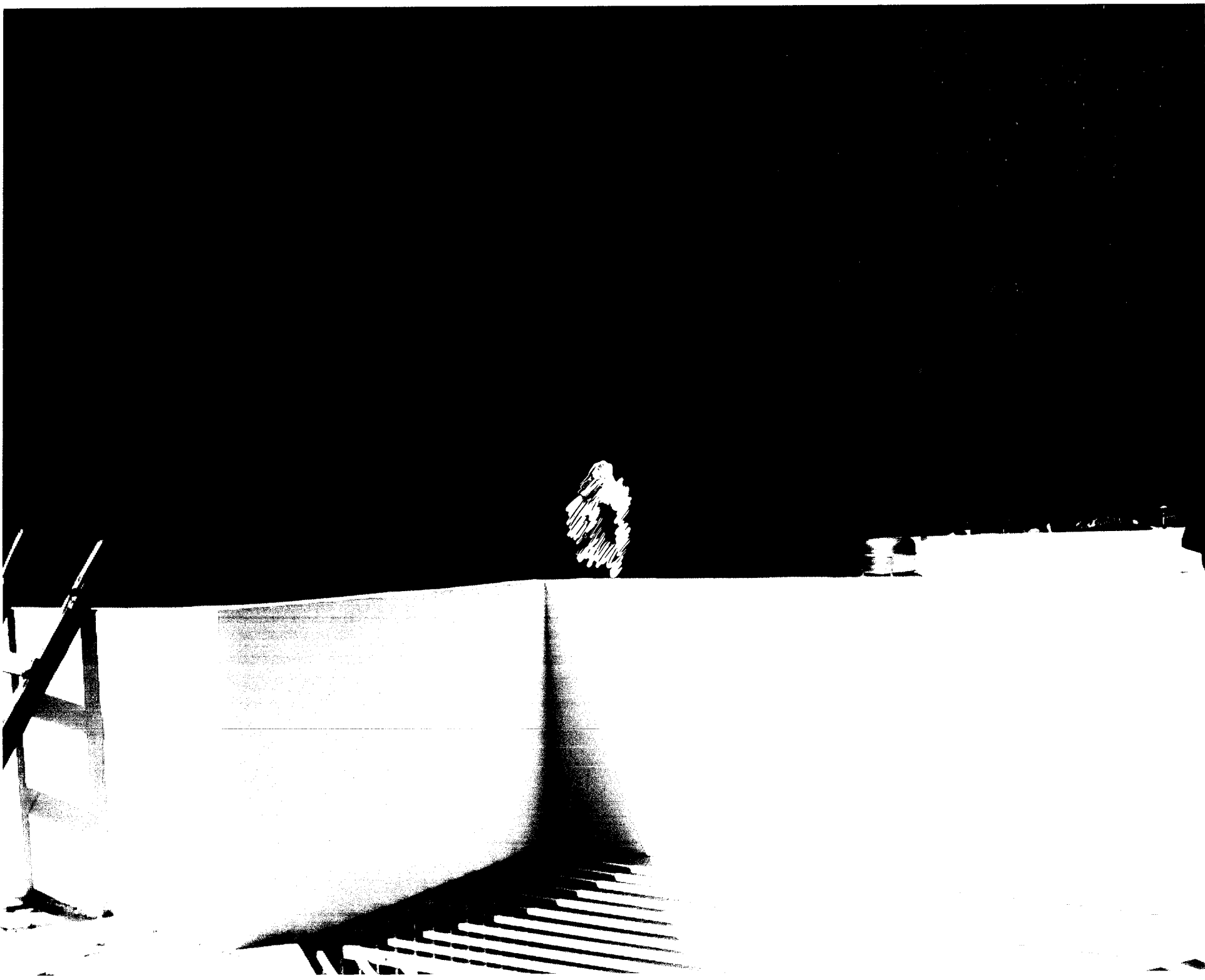
Leaks

Immediately we will initiate repair activities for the leaks found still active at the facility.

In order to facilitate immediate repairs, we recommend utilizing the job order contracting (JOC) option approved by the City Commission on July 22, 2004. This will enable immediate action and construction to alleviate the problems noted at the facility. Simultaneously, we will continue to pursue legal action against the contractor and the contractor's bonding company, if necessary.

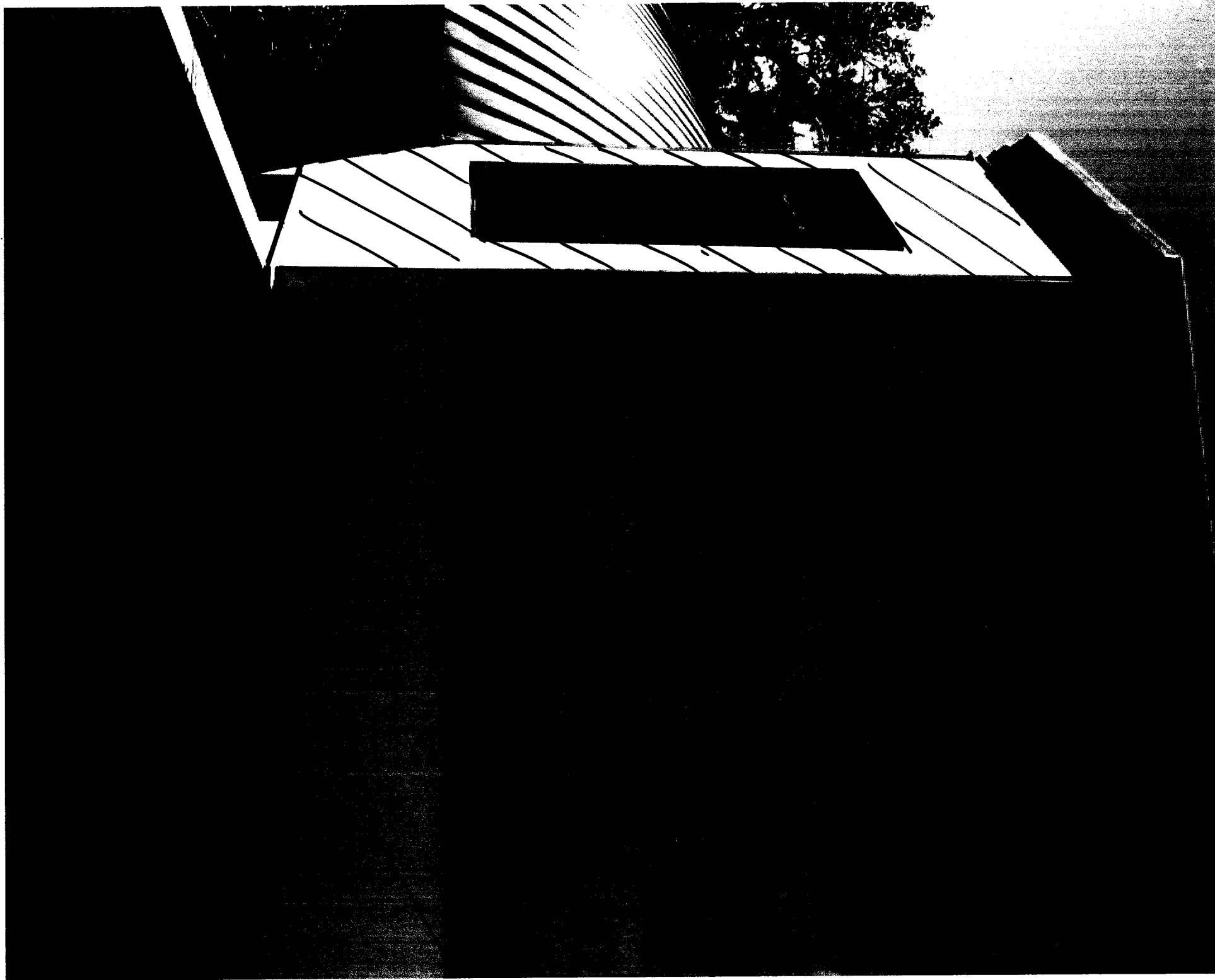






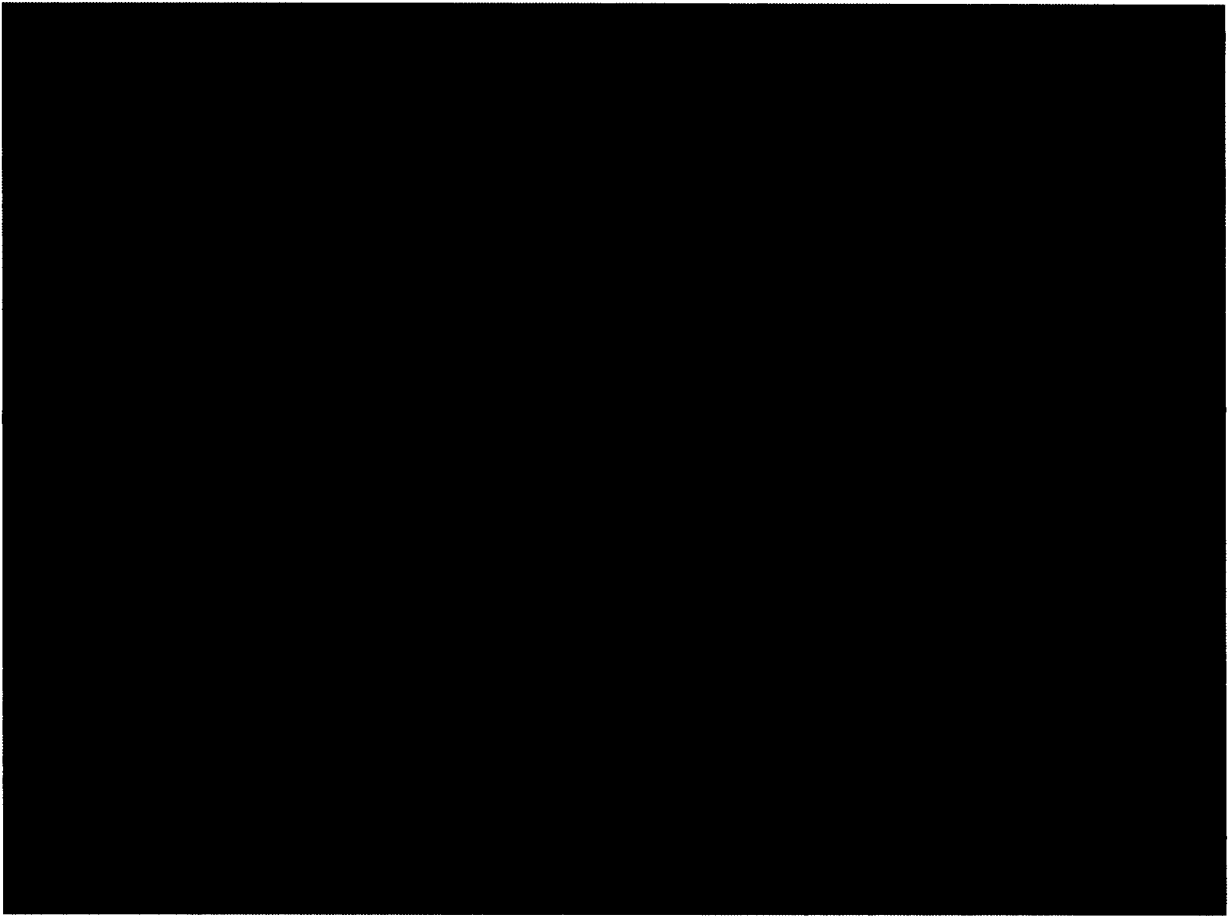


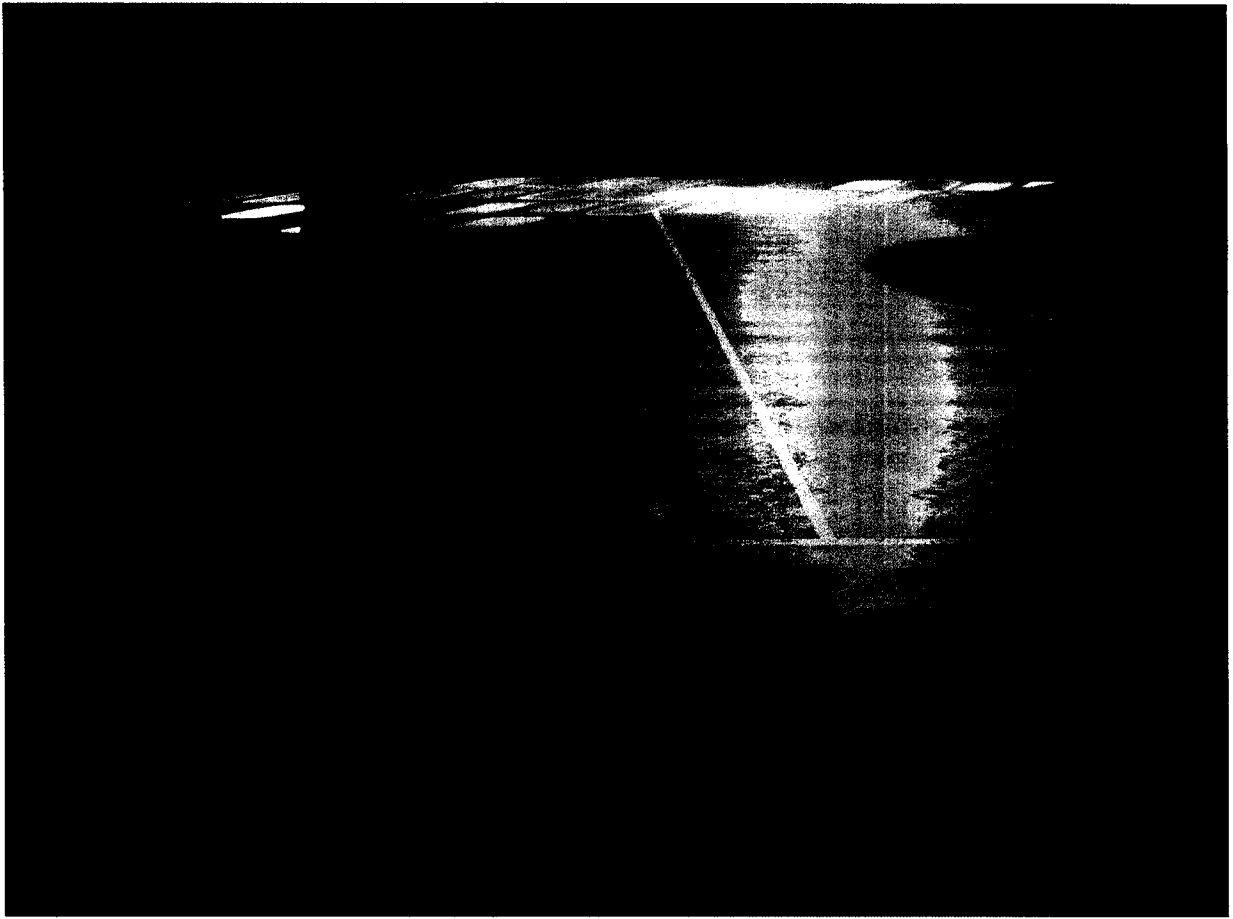


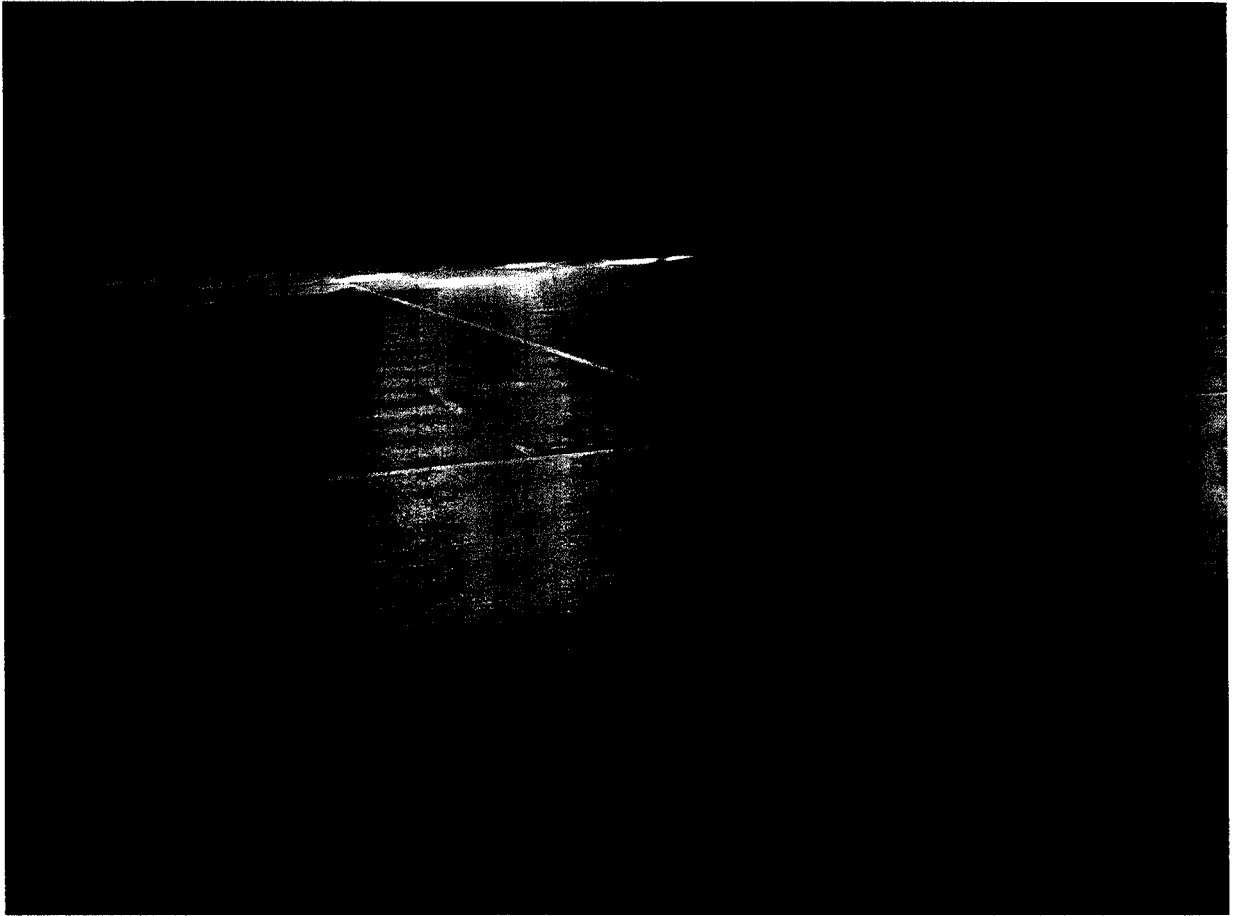




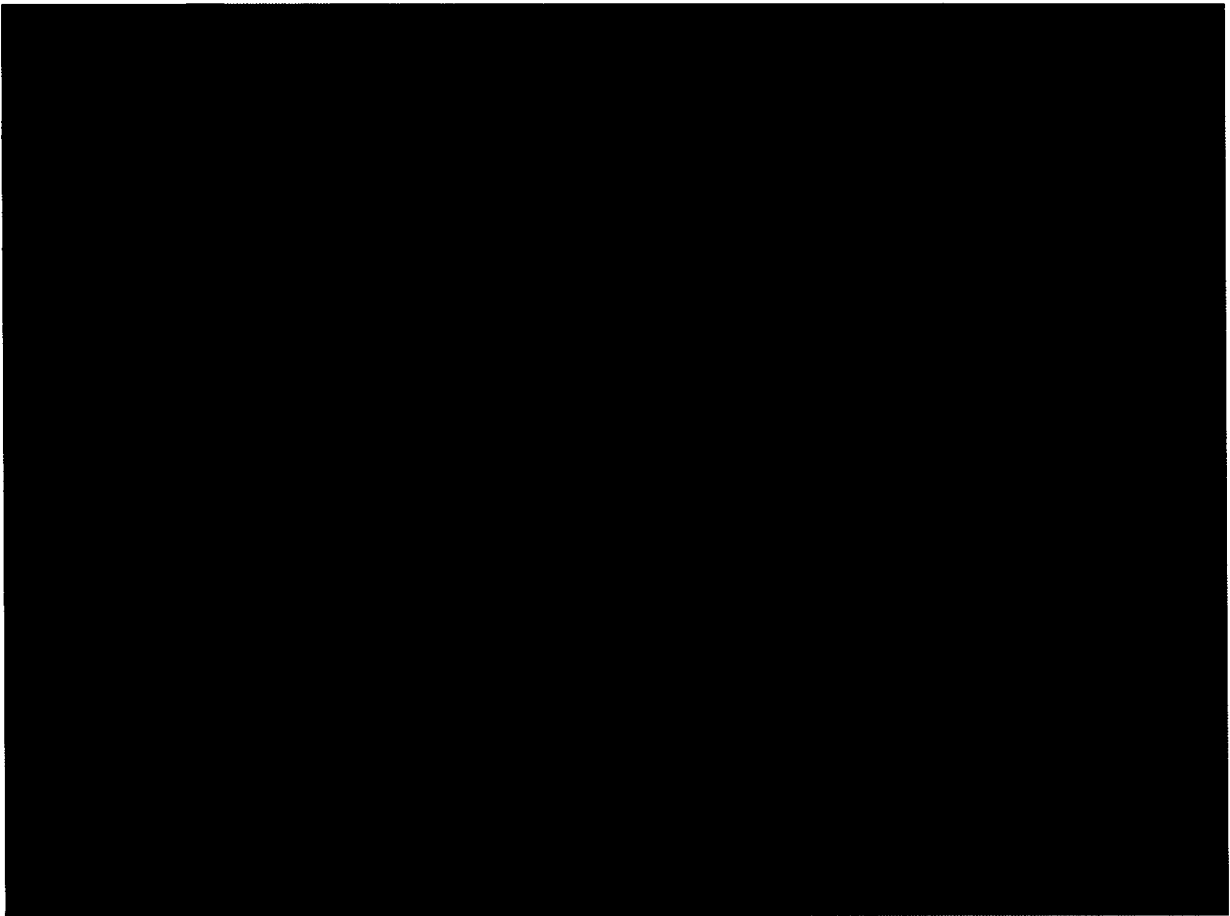












Prendes, Zimri

From: Perez, Danette
Sent: Monday, February 28, 2005 12:39 PM
To: Albena Sumner; David E. Marko; Eileen Marcial; Gary Reshefsky; Jami Reyes; Jason Manowitz; Kay Hancock Apfel; Luis Cabrera; Luis De Rosa; Manolo Reyes; Ringo Cayard; Robert A. Flanders; Rolando Aedo; Walter J. Harvey
Cc: Conway, Mary; Cano, Jorge; Poteet, Neal; Penton, Kelly; Prendes, Zimri; Scheider, Sylvia; 'danielp@perezperez.com'
Subject: Elizabeth Virrick Park Community Center & Gym Repairs Item

Good Afternoon Bond Oversight Board Members:

We need to make a correction to the Elizabeth Virrick Park Community Center & Gymnasium Repairs item discussed at the last 2/22/05 Bond Oversight Board Meeting. Mary Conway presented the item and wrongly stated that Perez & Perez was the architect for the design of the community center. The architect was Laura M. Perez & Associates. We apologize for the misunderstanding.

Thank you,
Danette Perez
CIP Public Relations Coordinator
City of Miami - Department of Capital Improvements
444 SW 2 Avenue - 8th Floor
Miami, Florida 33130
Ph: (305) 416-1286
Fax: (305) 416-2153

2/28/2005

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 2/22/05 DISTRICT: 2
NAME OF PROJECT: ELIZABETH VIRRICK PARK COMMUNITY CENTER AND GYMNASIUM REPAIRS
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Neal Poteet (305) 416-1271
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER: B-30180 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$424,322
SOURCE OF FUNDS: Homeland Defense/Neighborhood Improvement Bond-Interest
ACCOUNT CODE(S): CIP # 331419
If grant funded, is there a City match requirement? [] YES [] NO
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: Scope includes removing Travertine Marble from the top of the first floor tie beam to the decorative foam molding. Provide waterproofing and new texture stucco. Repair front entrance tie-beam stucco. Manufacture and install aluminum cap for all parapet walls. Remove expansion joint material at all lower-level travertine tiles and re-install to match color of stone. Repair water damage at interior walls at basketball hoop brackets. Repair scoreboard at Southeast corner and repair water leak at window. Paint all repair areas as needed. Repair sections of gym flooring that are delaminating. Provide acoustical panels at ceiling for noise control. Provide protective gymnasium floor cover and handling system. Repair mosaic tiles at entrance wall.

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

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

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

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

6. COMMENTS: Gym constructed in 02 by Cazo Construction. Repairs need to be corrected. City Attorney investigating it. None of the damages were caused by hurricanes. Contractor not currently being used in City. Recommended that the Board receives Quarterly Reports from the City Attorney on attempts to recover funds. Who is the Architect of Records on this project and are we using them in CIP?
APPROVAL: [Signature] DATE: 2/22/05
BOND OVERSIGHT BOARD



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 3
 NAME OF PROJECT: 1501 SW 9TH STREET IN CONNECTION WITH TOWER THEATRE-
 DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF PARKING LOT
 INITIATING DEPARTMENT/DIVISION: Economic Development
 INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline
 Valdes / 305.416.1461
 C.I.P. DEPARTMENT CONTACT: Fernando Paiva / Andre Bryan
 RESOLUTION NUMBER: R-04-0124 CIP/PROJECT NUMBER: 341127
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$100,000 (\$3,750,000 appropriated; current estimated balance is \$2,230,860)
 SOURCE OF FUNDS: HDNI Bonds - Calle Ocho Improvements
 ACCOUNT CODE(S): CIP # 341127

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

DESCRIPTION OF PROJECT: Construction of a fourteen (14) space parking lot and the demolition of the
 existing structure on said property. Due to the lack of parking along SW 8th Street, there is a need for a parking lot
 by the Tower Theatre. Estimated cost of constructing said parking lot is \$88,774; estimated cost of demolishing the
 existing structure is \$10,000.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 Approved by Commission? YES NO N/A DATE APPROVED: 2/26/04
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: Neal Poteet (305) 416-1271
Original amount \$100,000-revised amount \$171,621 for a difference of \$71,621

Justifications for change: _____
 Description of change: See Attached. *Robert O. Ford Feb 22, 2005*

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 not commenced because City wanted to use different contractor in a small
 area. What is the parking lot going to be used for? Should Department of Off-Street
 Parking be paying for it?

APPROVAL: *Robert O. Ford* DATE: 2/24/04
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM

Department of Capital Improvements
City of Miami

Date Prepared:	2/9/2005
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Tower Theater Parking		
ADDRESS / LOCATION: 1501 SW 9th Street	PROJECT No.:	B-35005
NET OFFICE: West Little Havana	DISTRICT:	D3
CLIENT DEPT: Public Facilities	EST. PROJECT COST:	\$171,621
CLIENT CONTACT: Jorge Cano	TEL.: 305416-1282	ALLOCATED FUNDS: \$171,621
PROJECT MANAGER: Neal Poteet	TEL.: (305) 416-1271	PROCUREMENT: JOC
CONSTR. MANAGER: Neal Poteet	TEL.: (305) 416-1271	PROJECT TEAM: Facilities
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 2/10/2004	EST. BID ADV.: 1/10/2005	EST. CONSTRUCTION START: 2/18/2005
EST. DESIGN END: 5/12/2004	EST. AWARD DATE: 2/11/2005	EST. CONSTRUCTION END: 7/18/2005

PROJECT COST ESTIMATE

PRODUCTION PHASE

	Percentage	
A. Design Svcs. - Outside Consultant	Prime Consultant: _____	
1 Basic Fees:		\$0
2 Additional Services:		\$0
	SUB-TOTAL:	\$0
B. Design Svcs. - CIP		
1 In-house Basic Design Fee:	18.1%	\$24,321
2 In-house Additional Design Services:	0.0%	\$0
	SUB-TOTAL:	\$24,321
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:		\$24,321

CONSTRUCTION PHASE

F. Construction:	JOC Contractor: Carivon Construction Inc.	
1 Construction Estimate:		\$134,528
2 Contingency Allowance:	0.0%	\$0
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:	\$134,528

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:	\$134,528
	CONSTRUCTION ADMINISTRATION			
	H	Construction Inspection Services - CIP:	2.8%	\$3,831
	I	Construction Mgmt. - Industry Partner:	1.5%	\$2,031
	J	Construction Engineering Observer (CEO) - Industry Partner		\$0
	K	JOC Administration	1.5%	\$2,018
			CONSTRUCTION ADMINISTRATION TOTAL:	\$7,881
	ADMINISTRATIVE EXPENSES			
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	2.6%	\$3,546
M	Industry Partner Program Mgmt. Support:	1.0%	\$1,345	
		ADMINISTRATIVE EXPENSES TOTAL:	\$4,891	
LAND ACQUISITION EXPENSES				
N	Land Cost:		\$0	
O	Transaction Costs:	0.0%	\$0	
		LAND ACQUISITION TOTAL:	\$0	
		GRAND TOTAL - ESTIMATED PROJECT COST:	\$171,621	

PROJECT SCOPE	The Scope of work consist of the furnishing of labor, materials and equipment to build new parking lot to include the following features	
	Site Work	
	Drainage	
	Fencing	
	Landscaping	
	Irrigation	
	Electrical	

NOTES	
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FUND SOURCES	Fund:	2002 Homeland Def/neighd (series 1)	CIP #	341127	Fiscal Year Available	2005	Amount:	\$171,621
	Fund:		CIP #				Amount:	
	Fund:		CIP #				Amount:	
	Fund:		CIP #				Amount:	
	Fund:		CIP #				Amount:	
	Fund:		CIP #				Amount:	
								TOTAL ALLOCATED AMOUNT:

VALIDATION	Project Manager:	Neal Poteet	_____	Sign	_____	Date:	_____
	Sr. Project Manager:	Neal Poteet	_____	Sign	_____	Date:	_____
	Reviewed by:	Pilar Saenz	_____	Sign	_____	Date:	_____
		CIP Budget Administrator					
	Accepted by:	Mary Conway	_____	Sign	_____	Date:	_____
		Director of the Client Department					

Tower Theater Parking - Overview and Scope of Work

Construction of the proposed parking lot behind the Tower Theater including the following:

- ✓ Thirteen (13) parking spaces, including one (1) handicap accessible
- ✓ Location for one (1) dumpster enclosure
- ✓ Stormwater underdrain system
- ✓ Decorative lighting to match the new Domino Plaza fixtures
- ✓ New sidewalk
- ✓ New decorative wall between parking lot and adjacent neighbor
- ✓ Wheel stops, signage and striping
- ✓ Landscaping and irrigation system

Contractor: Carivon Construction, Inc.


Delivery Method: Job Order Contracting

Construction Costs: \$134,528

Funding Source: 2002 Homeland Defense/Neighborhood Bonds Series 1

Schedule: Start - February 2005

Completion - June 2005

January 10, 2005	Contractor's Cost Proposal Summary Job Order Construction Services	
Loc # 089 052.B6506.00	Tower Theater Parking Tower Theater Parking	

Submitted By: Carivon Construction Inc.
12171 S.W. 131 Ave
Miami, FL 33186

JOC Master Contract: 14-03\04

COST BREAKDOWN (by Category Section)	Total
Section 01 - General Requirements	10,100.90
Section 02 - Site Work	48,356.40
Section 03 - Concrete	11,140.59
Section 04 - Masonry	4,164.46
Section 05 - Metals	4,722.35
Section 06 - Wood and Plastic	462.97
Section 09 - Finishes	5,256.30
Section 15 - Mechanical	387.68
Section 16 - Electrical	49,936.35
Project Proposal Total	134,528.00

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Proposal Checklist

- Detailed Cost Proposal
 Non-Prepriced Backup
 Computer Disk/Electronically
 Drawings/Submittals
 Construction Schedule
 Subcontract Plan/Self Performance
- _____
- _____
- _____

Carlos Hernandez, Vice-President

**City Of Miami - Capital Improvement Program
Status Report for Period Ending: January 31, 2005**

Program **341** Job No. **B-35005** **Calle Ocho Improv. - Tower Theater Expansion** PM Firm: **HDR**

Schedule Data		Other Project Data	
Study Ph.	/ /	Prime Designer:	ATC Associates, Inc.
Start Design:	03/01/2003	Prime Contractor:	
Initial Eng. Subm.:	/ /	Design Mgr:	Laura Billberry Team: Econ Dev
Final Eng. Subm.:	/ /	Const Mgr:	Neal Poteet Team: Const Mgnt
Production Complete:	05/31/2003	Project Phase:	4-Bid (JOC) Inspector:
Bid Date	01/10/2005	Commission	3-Commissioner: Joe M. Sanchez
Const. Start	02/24/2005	District(s)	
Const. Completion:	06/24/2005	& Person(s)	
Const. Duration (Days):			

	Production	Construction	Const Mgmt	Admin	Right of Way	Misc.	Total
Original Contract Value:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.00	\$2,700.00
Supplement Total:	\$4,771.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,771.00
Current Contract Value:	\$4,771.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.00	\$7,471.00
Estimated Total:	\$24,321.00	\$132,000.00	\$7,800.00	\$4,800.00	\$202,792.00	\$2,700.00	\$374,413.00
Total Funding:	\$24,321.00	\$132,000.00	\$7,800.00	\$4,800.00	\$202,792.00	\$2,700.00	\$374,413.00
Invoiced to Date:	\$3,950.00	\$0.00	\$0.00	\$0.00	\$202,792.19	\$2,700.00	\$209,442.19

Scope/Location of Project:

[FF34-06/28/2004] Scope: Acquisition and reuse of property behind Tower Theater.

Location: 1501 SW 9 St

Action Items:

Design Status:

Construction Status:

Commission Status:

INTER-OFFICE MEMORANDUM

TO : Homeland Defense/Neighborhood Improvement
Bond Oversight Board

DATE : February 17, 2004

FILE :

SUBJECT : Demolition of Existing Structure, and
Construction of Parking Lot at 1501
Southwest 9th Street in connection with
the Tower Theatre

FROM :

Keith A. Carswell, Director
Department of Economic Development

REFERENCES :

ENCLOSURES:

This memorandum serves to request the Homeland Defense/Neighborhood Improvement Bond Oversight Board recommend approval for the use of funds in the amount of One Hundred Thousand Dollars (\$100,000) to cover the cost of construction of a fourteen (14) space parking lot, and the demolition of the existing structure on the City of Miami owned property located at 1501 Southwest 9th Street. The construction of the above-referenced parking lot is related to the City of Miami-owned facility located at 1508 Southwest 8th Street (commonly known as the "Tower Theatre"), and the ongoing improvements within the surrounding neighborhood.

On September 26, 2002, the City Commission adopted Resolution 02-1058 directing the City Manager to initiate steps necessary to purchase the property located immediately behind the Tower Theater at 1501 SW 9th Street, Miami, Florida. The Resolution further directed the City Manager to negotiate an agreement for said acquisition and to present the agreement to the City Commission for its consideration.

On December 12, 2002 the City of Miami Commission adopted Resolution No. 02-1274 authorizing the City Manager to exercise the option to purchase the property located at 1501 Southwest 9th Street, Miami, Florida, as set forth in the Option Agreement between the City of Miami and Miguel Moreira (Seller). The option agreement provided for a purchase price of \$200,000 with funds allocated from CIP Project 341127 entitled Calle Ocho Improvements.

Due to limited availability of parking on Southwest 8th Street there is a direct need for parking to accommodate the needs of the Tower Theatre, and whereas this project has received the expressed support of the District 3 Commissioner Joe Sanchez, in whose district the property is situated. The City of Miami Department of Capital Improvements has been requested to prepare a preliminary estimate for the construction of the parking lot. The approximate cost for the construction of the parking lot is estimated to be Eighty Eight Thousand Seven Hundred and Seventy-Four Dollars (\$88,774), with an additional Ten Thousand (\$10,000) required for demolition of the existing structure. In order to complete the construction of the parking lot and demolition of the existing structure we are requesting your recommendation of approval for One Hundred Thousand (\$100,000) dollars from CIP Project 341127, entitled Calle Ocho Improvements, to cover these costs.


KAC:LB:DD:m BOB1501SW9Street.doc

CONSTRUCTION ESTIMATE

PRELIMINARY ESTIMATE

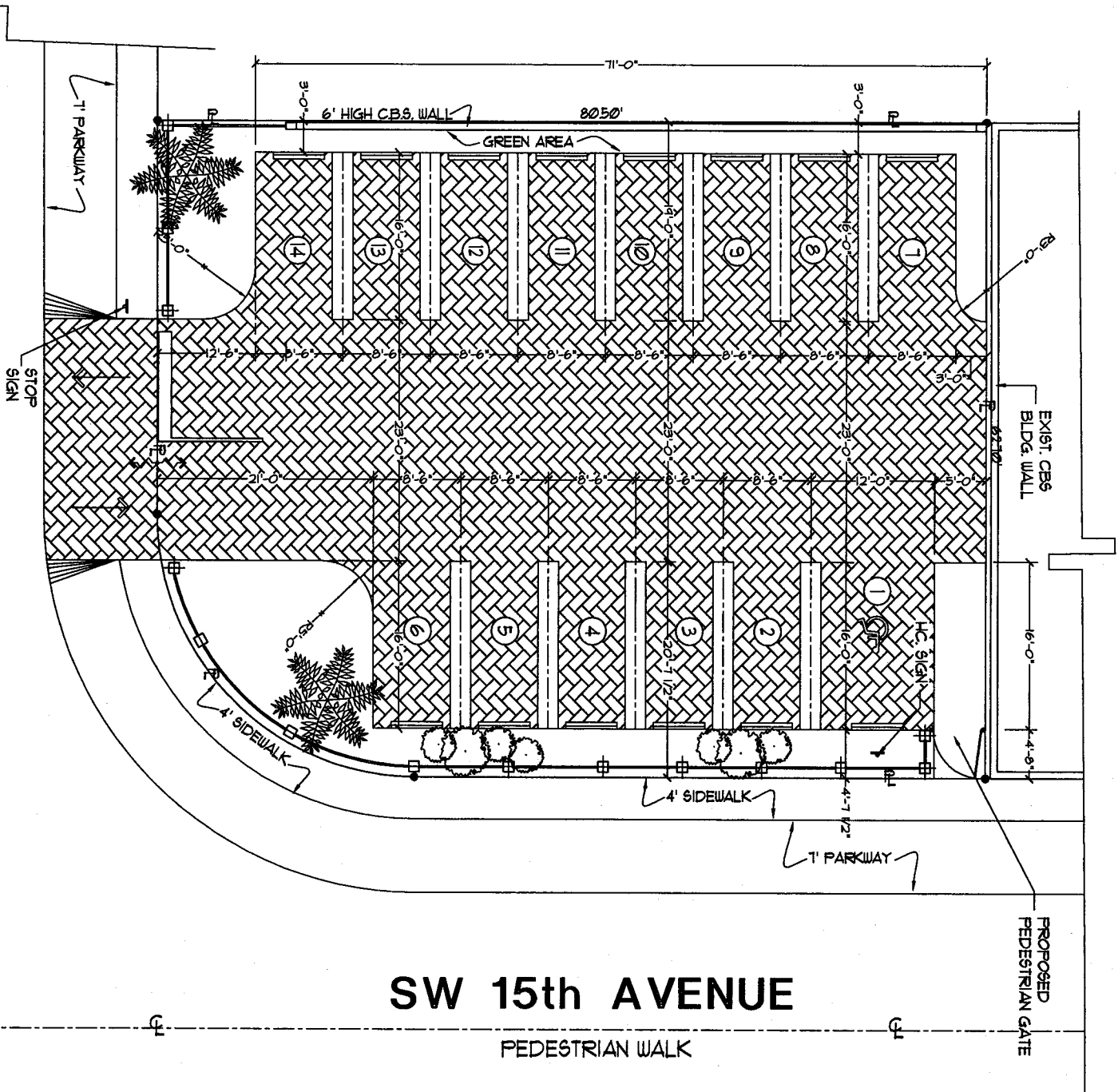
SHEET 1 OF 1
DATE 2/13/2004

PROJECT MANAGER : MARZO/SILVA
PROJECT NAME : TOWER CITY ADDITIONAL PARKING

JOB #:

CIP #:

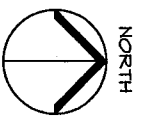
ITEM	ITEM NAME	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	16" X 16" CONC, BLK, COL.		12	250.00	\$3,000.00
2	6' HT. CHAIN LINK FENCE	LF	116	95.00	\$6,000.00
3	GATE (12' L X 6' HT)		1	1200.00	\$1,200.00
4	GATE (4' W X 6' HT)		1	250.00	\$250.00
5	CBS FENCE	LF	68	70.00	\$4,800.00
6	IRRIGATION				\$3,000.00
7	LANDSCAPE				\$15,000.00
8	LIGHTING				\$15,000.00
9	WHEEL STOP.		13	100.00	\$1,300.00
10	H/C SIGN		1	300.00	\$300.00
11	STOP SIGN		1	350.00	\$350.00
12	STRIPING	LF	400	1.00	\$400.00
13	ASPHALT (INC. SUBGRADE)	SY	425	32.00	\$13,600.00
14	CATH BASIN		2	4000.00	\$8,000.00
15	FRENCH DRAIN (32" L X 15" D)		15	75.00	\$2,400.00
	SUBTOTAL				\$74,600.00
16	CONTIGENCIES		5%		\$3,730.00
17	CIP DESIGN FEES		7%		\$5,222.00
18	CIP ADMIN. FEES		7%		\$5,222.00
	TOTAL				\$88,774.00
	NOTE: FOR THE USE OF BRICK PAVERS ON SAND BED ADD.				\$3,570.00



SW 15th AVENUE

PEDESTRIAN WALK

SW 9th STREET



PROPOSED PARKING LAYOUT 1

SCALE: 1/8"=1'-0"

14 PARKING SPACES

NOTES:

- 1-ELEVATIONS WILL BE DETERMINED AS PER SURVEY.
- 2-BRICK PAVERS ON SAND BED WILL BE AN ALTERNATIVE TO SUBSTITUTE THE STORM DRAIN SYSTEM.

HD/NIB MOTION 04-20

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE BRYAN PARK-INTERIOR IMPROVEMENTS PROJECT; FURTHER RECOMMENDING THAT \$111,402 BE ALLOCATED TO THIS PROJECT.

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

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

- Demolition of Existing Structure and Construction of Parking Lot at 1501 SW 9 Street.

Total dollar amount: \$100,000
Source of funds: Homeland Defense/Calle Ocho improvements
Report by: Dirk Duval; Madeline Valdes-Economic Development;
Jorge Cano, Director, CIP
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes construction of a 14-space parking lot and the demolition of the existing structure (a single-family house) on the property.

The City Commission has acknowledged the need for more parking in the Little Havana area. This parking lot will be complementary to the Tower Theater as well as the nearby Domino Park.

CIP Director Cano informed the board that this project was done in-house. This project incorporates some of the design features, i.e. pavers and lighting fixtures to match the design being used on the development of a plaza in this area.

Board Member Marko reminded the board that when this project was first recommended for approval by the board, there was mention of developing the property into a dressing room or storage space for use by the Tower Theater, but there was never mention of developing a parking lot on the property. He expressed his concern over how expensive it would be to develop this property as a 14-space parking lot.

Ms. Valdes explained that the property could not be used as a dressing room by the Tower Theater, because it is not physically connected to the theater and retrofitting would exceed the value of the site, so the best alternative presently is to use the site for parking.

Chairman Flanders informed the board of Commissioner Sanchez' support re development of the site as a parking lot.

HD/NIB MOTION 04-21

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE 1501 S.W. 9TH STREET IN CONNECTION WITH TOWER THEATRE-DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF PARKING LOT PROJECT; FURTHER RECOMMENDING THAT \$100,000 OF HD/NIB-CALLE OCHO IMPROVEMENTS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: L. de ROSA
NAYS: D. MARKO
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD; G. RESHEFSKY

- Removal of Underground Storage Tanks at Little Haiti Land Parcels 60 and 61.

Total dollar amount: \$30,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Madeline Valdez-Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes hiring of consultant re permitting and removal of two to four improperly abandoned underground storage tanks; collect soil and groundwater samples in accordance with Chapter 62-761 Florida Administrative Code and submit Tank Closure Assessment Report to DERM for review. A trucking company occupied this site when it was owned by Dade County.

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.

PROJECTS UPDATES

MEETING OF FEBRUARY 22, 2005

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENTS BOND OVERSIGHT BOARD

Please note dates on enclosed material.

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

-
- 1. FEC Corridor Initiatives.**
 - 2. Model City Trust-Replacement of HOME Investment Partnership funds.**
 - 3. Dinner Key Mooring Anchorage Field Project.**
 - 4. Dinner Key Marina Fuel Dock.**
 - 5. Baywalk Improvements at One Miami Site.**
 - 6. Neo Lofts Greenway Segment.**
 - 7. Environmental & Title Services For Little Haiti Park Parcel's 18,60 & 61.**
 - 8. Summary of Environmental Issue for Little Haiti Park Parcels 60 & 61.**
 - 9. Land Acquisition for Little Haiti Park Parcels 93 & 94.**
 - 10. Little Haiti Park Land Acquisition & Development – Special Counsel for Legal Services.**

update to 605



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 1/22/03

NAME OF PROJECT: FEC Corridor Initiatives

INITIATING DEPARTMENT/DIVISION: Planning & Zoning / Economic Development

INITIATING CONTACT PERSON/CONTACT NUMBER: Carmen Sanchez, Alejandra Argudin, Sarah Ingle

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: R-03-159 CIP/PROJECT NUMBER: 341157

ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$625,000.00 (\$125,000.00 was allocated by commission for the preparation of a regulating plan)

SOURCE OF FUNDS: \$ Design District / FEC Corridor Initiatives

ACCOUNT CODE(S):

CIP # 341157

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: Carmen Sanchez, Alejandra Argudin, Sarah Ingle

DESCRIPTION OF PROJECT: Consultant Services for FEC Corridor regulating Plan, Financing, Marketing, and Transportation plans

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED:

Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 1/22/03

Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 2/13/03

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

Time Approval [X] 6 months [] 12 months Date for next Oversight Board Update: 7.22.03

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] BOND OVERSIGHT BOARD

DATE: 1/22/03

B. AUDIT COMMITTEE REPORT.

* Report by Board Member Gary Reshefsky

- Consultant Services for FEC Corridor Regulating Plan.
- FEC Corridor Improvements.

The Department of Economic Development desires to go forward with a regulating plan that will assist in identifying what will be built in the FEC Zone. The Department intends to address the City Commission regarding this issue at the pending February 13, 2003 Commission meeting.

* Carmen Sanchez informed the Board that the Department of Economic Development would actually be addressing the City Commission on Thursday, January 23, 2003 regarding the FEC Corridor. The Department submitted a spreadsheet with regards to various initiatives to be discussed before the City Commission. Even though improvement projects made along the Corridor may not be capital improvement projects, they would lead to capital improvements and quality of life improvements in the FEC Corridor. The regulating plan is basically a guide as to what development occurs in the Corridor, including public rights-of-way, setbacks and public streets. A transportation analysis study will be conducted of the Corridor, as well as a financing plan and a marketing plan. The Department is asking for \$625,000 of Bond funds to be used on the regulating plan.

* CIP Director Palacino informed the Board that the funds requested would come from \$3,000,000 of Design District FEC Corridor improvements included in the Bond appropriations.

HD/NIB MOTION 03-6

A MOTION RECOMMENDING APPROVAL OF THE REQUEST BY THE DEPARTMENT OF ECONOMIC DEVELOPMENT REGARDING FEC CORRIDOR IMPROVEMENTS/CONSULTANT SERVICES FOR FEC CORRIDOR REGULATING PLAN.

MOVED: M. REYES
SECONDED: L. SPRING
ABSENT: M. DUNN; J. GRIMES; M. LOYAL; J. REYES

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

4. FEC CORRIDOR INITIATIVES

A \$625,000 appropriation for this project was recommended for approval in January 2003 and was approved by the City Commission in February 2003. A series of studies are being done for this area. A streetscape and open space plan, a transportation plan, a marketing analysis, a financial study and a housing study are underway for this project. When the streetscape and open space plan is completed, construction on certain improvements including streetscapes and pocket parks will move forward. This should take place around December 2003. An update will be provided to the Board in January 2004.

5. MARGARET PACE PARK

This project was presented for Board consideration in January 2003. At that time, a motion was made recommending an audit of the spending on this project. A motion was also made recommending to the City Commission that the Parks Ranger Program be re-established and that Margaret Pace Park be identified as a pilot program for same. A motion was also made to establish an official palette of colors to be used for Parks Projects, whether they be new projects or repairs. The Audit Subcommittee was informed that the Parks Dept. has established a paint palette program. The CRA (Community Redevelopment Agency) has allocated \$30,000 (per year for a period of three years) for staff at the park. The Parks Dept. has identified three full-time employees to have on hand at the park from 7 a.m. to 10 p.m. Hopefully, an enforcement officer will be employed at the park.

CIP Director Cano informed the Board that the City's Employee Relations Dept. will

and submittal of agency permit applications, and \$7,288 in permit application fees. Approximately \$15,000 will be expended in the removal of derelict vessels and other debris from the Dinner Key Anchorage area. These costs are all associated with Phase 1 of the project. Phase II will entail the actual construction of the mooring field and upland facilities. All permits should be in place by the end of the year.

4. Virginia Key Beach Park Improvements, Renovations & Repairs – Phase I

Report by Sandra Vega and Alberto Corales - CIP Dept. The project is 70 percent complete. The project is expected to be completed by July 2004. The structures that are presently being repaired are the carousel, the small bathhouse, the concession building, the tunnel, the large bathhouse the dance floor and a number of pavilions. The project is advancing according to schedule and according to budget. Photographs of the work in progress were presented to the Board.

5. Police Homeland Defense Preparedness Initiatives

Report by Major Joseph Longueira - Police Department. A spreadsheet of the status of acquisitions was provided to the Board followed by a Power Point presentation which indicated what acquisitions have been made and what acquisitions are pending.

6. FEC Corridor Initiatives.

Report by Carmen Sanchez - Economic Development Dept.; Enrique Nunez - Planning and Zoning Dept; Jorge Cano, CIP Dept. A handout of the work in progress was provided to the Board. The Department of Economic Development issued a Request for Qualifications (RFQ) to find adequate consultants to provide a transportation/financing/marketing plan. At present, one response was received re the financing component of the plan and only a couple of responses were received re the marketing and transportation components of the plan. The Purchasing Department suggested that the RFQ be re-released as individual components rather than as a group in hopes of getting a better pool from which to choose an adequate consultant to carry out the services and Economic Development is in the process of following up on this suggestion. The Department of Transportation has brought in a pool of industry consultants to review the scope of infrastructure element needs for that area and once all studies are done, a plan will be developed re infrastructure needs for the area. The FEC Regulating Plan



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 3/21/03
NAME OF PROJECT: Replacement of HOME Investment
INITIATING DEPARTMENT/DIVISION: Model City Trust
INITIATING CONTACT PERSON/CONTACT NUMBER: Marva Wiley 305.416.1033
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: R-03-479 CIP/PROJECT NUMBER: 341126
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: 1.8 Million
SOURCE OF FUNDS: \$400,000 Available in 1st Series ACCOUNT CODE(S): 341126
Homeland Defense Model City Infrastructure Improvements CIP # 331419
If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: _____
DESCRIPTION OF PROJECT: _____
ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 3/21/03
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 3/25/03
Approved by Commission? YES NO N/A DATE APPROVED: 5/8/03
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: 1.8 Million HOME funds being refunded with Bond Money, purchasing land is part of infrastructure improvements. HD/NI bond monies were already spent. \$1,815,133.00 approved at 5/8/03 con meet.

APPROVAL: Robert O. Fink DATE: 5-8-2003
BOND OVERSIGHT BOARD

- Model City Revitalization Trust Hadley Park Office Renovations.
- Model City Revitalization Trust Replacement of HOME Investment Partnership Funds.

Presentation by Marva Wiley, Interim Director of the Model City Trust. The Model City Community Revitalization District is requesting funds for ~~rehabilitation of existing homes within the District and for construction of new homes~~ land acquisition within the District. The City will offer second and third mortgages to homeowners to assist with repairing homes and bringing them up to City Code. A third of the monies earmarked for the District will be reserved for subsidized housing. \$74,800 is being requested from the Hadley Park portion of Bond funds to be used to create office space for the Trust.

HD/NIB MOTION 03-23

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF \$1.8 MILLION OF BOND FUNDS TO BE ALLOCATED FOR THE REPLACEMENT OF FUNDS TO THE HOME INVESTMENT PARTNERSHIP PROGRAM, SAID FUNDS HAVING BEEN USED FOR ACQUISITION PURPOSES IN FISCAL YEAR 2002.

MOVED: M. DUNN
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

HD/NIB MOTION 03-24

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF A \$74,800 APPROPRIATION OF BOND FUNDS TO BE USED FOR CREATING OFFICE SPACE FOR THE MODEL CITY REVITALIZATION TRUST AT THE MILLER J. DAWKINS OLYMPIC SWIMMING POOL COMPLEX IN HADLEY PARK

MOVED: M. DUNN
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

A MOTION BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD RECOMMENDING NON-SUPPORT OF THE CHANGE IN SCOPE OF WORK OF THE MODEL CITY REVITALIZATION TRUST HADLEY PARK OFFICE PROJECT; SAID CHANGE REPRESENTING AN APPROXIMATE \$10,000 INCREASE IN THE COST OF THE PROJECT; FURTHER EXPRESSING THAT NON-SUPPORT OF THE CHANGE IN SCOPE OF WORK AND RELATED \$10,000 INCREASE IN COST IS BASED UPON PROCEDURAL GROUNDS; OTHERWISE, SAID CHANGE AND RELATED INCREASE APPEAR TO BE APPROPRIATE.

MOVED: D. MARKO
SECONDED: G. RESHEFSKY
ABSENT: S. ARMBRISTER;
L. CABRERA;
S. CACERES;
J. REYES; M. REYES

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

6. Model City Revitalization Trust Replacement of HOME Investment Partnership Funds.

The City Commission authorized the purchase of 46 parcels in July 2003 from other capital improvement dollars. Homeland Defense funds were used for acquiring 22 properties. Nine additional properties were purchased with federal funds. The Board will be provided an update in March 2004.

The next phase includes building infrastructures to develop the Model City area.

UPDATES:

1. Model City Trust original \$1,800,000 for Replacement of HOME Investment Partnership Funds.

Report by Marva Wiley, Acting President of the Model City Community Revitalization District Trust. A finalized list as to what needs to be refunded is being prepared. Initially, the supporting documentation for the \$1.8 million that was requested reflected a list of properties thought to have been acquired between February and May of 2002. The number that the City is requesting be refunded is now \$2.4 million, reflecting several properties. There is a need to increase the amount to capture the full impact of the full list of acquisitions up to the present. Present total amount is \$3.6 million. \$2.4 million of that amount represents refunding of HOME funds or addressing prior acquisitions and additional payments charged for acquisitions through HOME funds and approximately \$1.2 million represents current acquisitions. Bond counsel will provide a written opinion as to whether or not the manner in which the exchange/replacement/transfer of funds is being suggested is legal.

2. Model City Trust's Office Renovation at Hadley Park.

Report by Marva Wiley, Acting President, Model City Community Revitalization District Trust. Ms. Wiley presented the Board with pictures of office renovations of the existing meeting room. The Trust moved into the office in January 2004.

3. Dinner Key Mooring & Anchorage Field Project.

Report by Alexandra Argudin - Conferences, Conventions and Public Facilities Dept. The permit applications for the construction of the Mooring Facility was submitted to the Federal, State and County regulatory agencies January 12, 2004. The Marina Manager and Ms. Argudin met with the permitting representatives of these agencies on February 25, 2004 at Dinner Key to discuss the project, provide a tour of the anchorage and respond to some of the initial questions the agencies had re the project. A formal response to those questions from the City's consultant to the agencies is being prepared and will be submitted by April 11, 2004. The balance of the permitting process includes responding to questions and requests for additional information from the agencies, and it is hoped that the permitting process will be completed by the latter part of this year. To date, the City has expended \$49,125 in engineering and consulting expenses related to the preparation

HD/NIB MOTION 04-71

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – IRRIGATION PROJECT.

MOVED: L DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, R. Vangates

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RECEIVED

2005 JAN 25 PM 4:21

CITY OF MIAMI'S DEPT. OF
CAPITAL IMPROVEMENTS

To: Members of the Bond Oversight Board
From: Marva L. Wiley, President/CEO, Model City Trust
Subject: Update on Funds Allocated to the Model City Trust
Date: January 24, 2005

Currently, the City's financial report related to the account shows a remaining balance of \$1,024,734 related to the \$3,615,133 previously approved by this Board for the Model City Trust. The anticipated use of those funds is as follows:

1. \$145,000 (\$133,250 cost share with 20% reserve for overruns) to be utilized for the environmental remediation of 1199 NW 62nd Street and 6200 NW 17th Avenue, two (2) contaminated sites in the City of Miami's inventory and located on the perimeter of the Model City Homeownership Zone.
2. \$50,000 for the development of a Model City "hot zone," which would develop a wireless network for the area;
3. \$800,000 for the street reconfigurations defined in the Model City Homeownership Zone Master Plan, with priority on the implementation of the bend along 61st Street and the addition of 16th Avenue between 58th Street and 58th Terrace.

Environmental Remediation

The Florida Department of Environmental Protection (DEP) recently approved the Model City Trust's application to the DEP's Pre-approved Advanced Cleanup (PAC) Program. This program allows the owner of contaminated property to pledge a portion of the anticipated clean-up costs and compete with other applicants for a state funded remediation (less the pledge amount). The Trust pledged 35% of what is anticipated to be \$205,000. Thus, the State will bear the \$133,250 balance of the costs of remediation.

Wireless Network

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a wireless network offers, particularly as compared to a fiber optic solution. Additionally, this approach allows for greater participation in the revitalization initiatives among the existing residents. With the implementation of this infrastructure, a facility could access the internet with a \$40 antenna.

Similar "hot zone" implementations have occurred in Little Rock, Arkansas and in Hampton Beach, California. With a successful implementation here, we believe that this could be replicated throughout the City of Miami.

Infrastructure Improvements

The Model City Homeownership Zone Master plan, which was vetted through community planning workshops between June and July of 2003, includes certain infrastructure improvements that are designed to change the character of the neighborhood.

The master plan introduces several mini-parks to the Homeownership Zone along with an introduction of some new streets. Having looked at the master plan in the context of the current acquisitions maps, two major infrastructure improvements seem ripe for implementation. Specifically, the bend along 61st Street which provides natural traffic calming and is planned to be townhouse units upon redevelopment. Additionally, a street between 58th Street and 58th Terrace is planned.

Use of Funds to Date

In March 2003, the Bond Oversight Board authorized \$1,815,133 of the Model Infrastructure Improvements for the purpose of land acquisition to resolve an issue related to the use of HOME Investment Partnership (HOME) Program funds. The City had used HOME funds to acquire properties in the early phase of the Project (pre-Trust Boar) though the start of construction did not commence within twelve months, in violation of the U.S. Housing and Urban Development (HUD) regulations per the City's interpretation. On May 8, 2003, the City Commission allocated the funds.

On March 23, 2004, in a second request and update on the 1st request to the Bond Oversight Board, I explained that an error had occurred with the Department of Community's Development tracking of land acquisition. Thus, the initial request omitted some properties that had been acquired and included some properties that had not closed. The Bond Oversight Board approved an additional \$1.8 Million to address the additional \$600,000 in acquisitions and acquisition-related costs (i.e. taxes, closings costs) as well as current acquisition costs.

The City Attorney requested that bond counsel advise on the transaction. Bond counsel (Squire, Sanders & Dempsey) provided a legal opinion that determined that any acquisitions must address two issues:

1. The transaction could not have occurred prior to November 10, 2001 (the date in which bond was approved by voters).
2. The property must have been acquired for a public purpose (not private homeownership).

Of the transactions that had occurred with HOME funds, only \$1.49 Million of the transactions met bond counsel's two part test. The balance on the \$1.8 million (\$362K) was identified through a swap of FY 2004 transactions that utilized another funding source and were eligible for bond funds.

On September 24, 2004, the City of Miami's Finance Director wired \$1,815,133.15 to the HUD. During the period between the City Commission's approval (May 8, 2003) and the wiring of the funds, the Model City Trust staff was reviewing and assembling the records on land acquisition to support the initial transactions that occurred with HOME dollars.

Please find a table of the transactions (\$800K) which utilized the second \$1.8 Million approved by the Bond Oversight Board.

Homeland Defense
 FY 2004
 Current Acquisition Expenditures
 as of January 25, 2005

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10/13/2004	826	WEISBURD, EISEN - AMERICAN PETROLEUM	6200 NW 17TH AVENUE	458,317.37
			TOTAL	888,935.98

**HOME OWNERSHIP
ZONE PILOT PROJECT**

**MODEL CITY
COMMUNITY
REVITALIZATION
DISTRICT**

MIAMI - FLORIDA

**CONCEPTUAL PLAN
EVOLUTION**

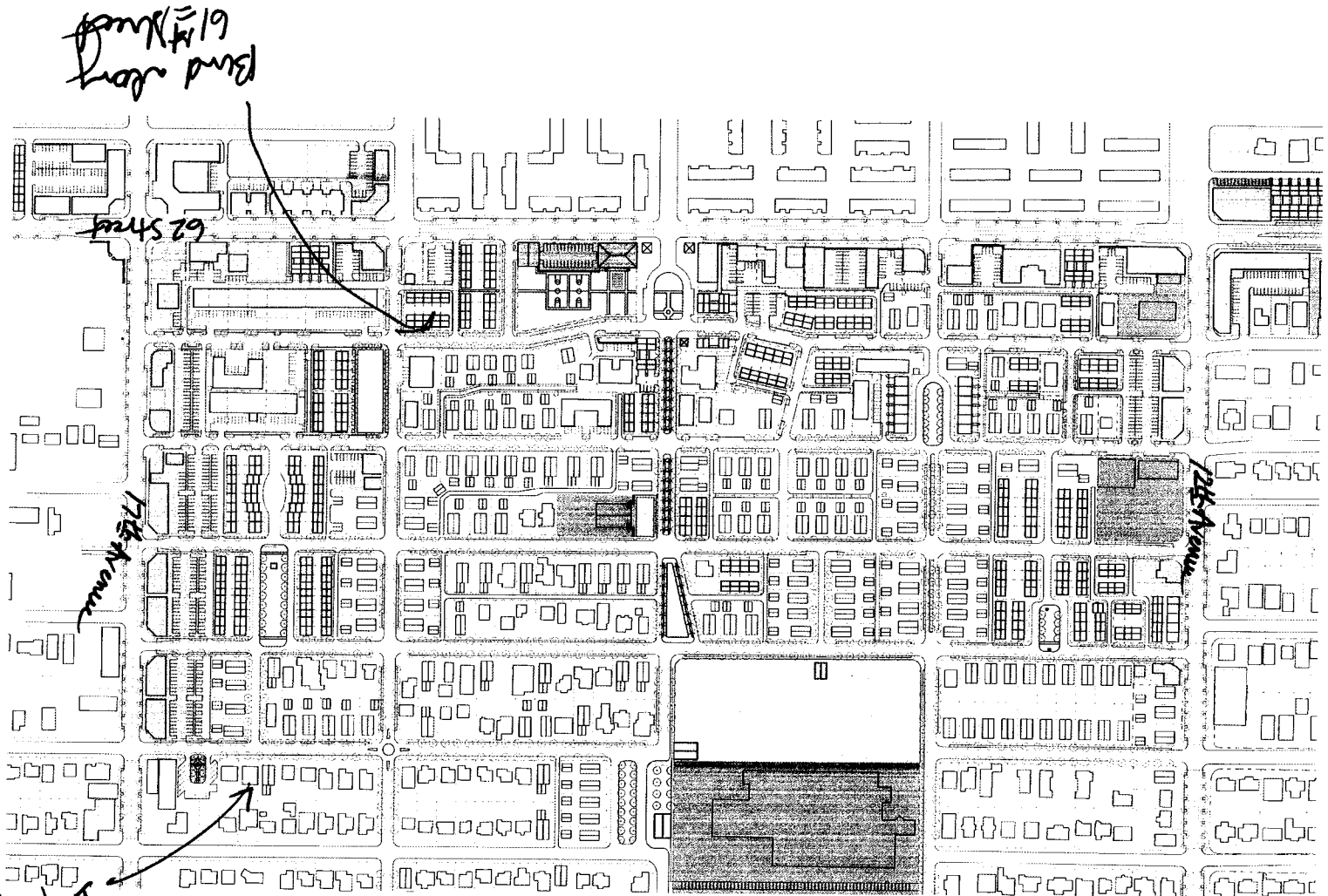
At right, the current draft of the upper blocks of the Conceptual Plan, revised after the July Community Workshop.

African Square Park's frontage on MLK Boulevard is reduced, but the park is enlarged to NW 61st Street. It shows a community building in the park along MLK Boulevard. A smaller square, that could perhaps be called African Square, now interrupts NW 14th Avenue and serves as a symbolic center for the revitalized neighborhood. The square also slows down vehicular traffic by making motorists drive around it. NW 61st Street bends slightly to the north at the square also to slow traffic down and to better shape the appearance of the place.

The promenade on NW 14th Avenue is illustrated differently from the previous plans by showing a center median walkway. See the "Promenade" street section on Page 22 for how it could be made.

DRAFT - MARCH 2004

Page 8



*169 E 17th St
17th Avenue
12th Avenue*



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 3/23/04 DISTRICT: 5

NAME OF PROJECT: REPLACEMENT OF HOME INVESTMENT

INITIATING DEPARTMENT/DIVISION: Model City Trust

INITIATING CONTACT PERSON/CONTACT NUMBER: Marva Wiley 305.635.2301, ext. 375

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: R-04-027/ CIP/PROJECT NUMBER: 341126

ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes, TOTAL DOLLAR AMOUNT: \$ 1.8 Million (\$4 Million allocated, estimated current balance is \$385,000) SOURCE OF FUNDS: HDNI Bond - Model City Infrastructure Improvements ACCOUNT CODE(S): CIP # 341126

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: Marva Wiley / Model City Trust

DESCRIPTION OF PROJECT: Requesting an additional \$1.8 Million to increase the potential for the development of a mixed income community on the project area. Additional HOME Investment Partnership Funds are available for infrastructure in exchange for infrastructure designated dollars from Homeland Defense/Neighborhood Improvements bond funds being spent for land acquisition. The Board previously approved \$1.8 Million for this project in March 2003.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 3/15/04

Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 3/23/04

Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 4/22/04

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST:

CONSTRUCTION COST:

Is conceptual estimate within project budget? [] YES [] NO

If not, have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input:

Justifications for change:

Description of change:

Fiscal Impact [] YES [] NO HOW MUCH? _____

Have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

Time impact _____

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

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

6. COMMENTS: Each property gets appraised. Costs do not exceed 15% above average without super majority. All the appraisals are over a year old; the Trust has closed on 14 properties.

APPROVAL: [Signature] BOND OVERSIGHT BOARD

DATE: 3/25/04

- Quiet Title Action for Little Haiti Park Parcels 18, 60 & 61.

Total dollar amount: \$10,500
 Source of funds: HD/NIB-Little Haiti Park
 Acquisition
 Report by: Madeline Valdes-Dept. of Economic
 Development
 Date approved by Audit Subcommittee: March 15, 2004

Description of Project: A quiet title action needs to be filed in order to obtain a title insurance policy for these properties for the development of Little Haiti Park.

HD/NIB MOTION 04-30

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE QUIET TITLE ACTION FOR PROPERTY LOCATED AT 6150 NE 4TH AVENUE, 299 N.E. 59TH TERRACE AND 303 NE 59TH TERRACE (PARCELS 18, 60 AND 61); FURTHER RECOMMENDING THAT \$10,500 BE ALLOCATED TO THIS PROJECT.

**MOVED: W. HARVEY
 SECONDED: L. de ROSA
 ABSENT: R. AEDO; L. CABRERA; S. CASERES; M. CRUZ;
 R. FLANDERS**

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

- Model City Trust – Additional \$1.8 million for Replacement of HOME Investment Partnership Funds.

Total dollar amount: \$1.8 million
 Source of funds: HD/NIB-Model City Infrastructure
 Improvements
 Report by: Marva Wiley, Acting President,
 Model City Community
 Revitalization District Trust
 Date approved by Audit Subcommittee: March 15, 2004

Description of Project: Request is for an additional \$1.8 million to increase the potential for the development of a mixed income community on the project area. Additional HOME Investment Partnership Funds are available for infrastructure in exchange for infrastructure designated dollars from HD/NIB funds being spent for land acquisition. The Board previously approved

\$1.8 million for this project in March 2003. The Trust has closed on 14 properties.

HD/NIB MOTION 04-31

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE MODEL CITY TRUST (THE TRUST) REPLACEMENT OF HOME INVESTMENT FUNDS PROJECT; FURTHER RECOMMENDING THAT \$1.8 MILLION OF HD/NIB-MODEL CITY INFRASTRUCTURE IMPROVEMENTS FUNDS BE ALLOCATED TO THIS PROJECT, SUBJECT TO THE LEGAL OPINION OF BOND COUNSEL; FURTHER RECOMMENDING THAT THE TRUST PREPARE A LISTING REFLECTING EACH PIECE OF PROPERTY ACQUIRED WITH HD/NIB DOLLARS AND PRESENT SUCH LISTING AT THE APRIL 27, 2004 MEETING OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD.

**MOVED: L. de ROSA
SECONDED: J. REYES
ABSENT: R. AEDO; L. CABRERA; S. CASERES; M. CRUZ;
R. FLANDERS**

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

HD/NIB MOTION 04-71

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – IRRIGATION PROJECT.

MOVED: L DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, R. Vangates

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

UPDATES:

1. Model City Trust – Replacement of HOME Investment Partnership Funds.

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Partnerships for a

NEW MIAMI

RECEIVED

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HOME OWNERSHIP ZONE PILOT PROJECT

MODEL CITY
COMMUNITY
REVITALIZATION
DISTRICT

MIAMI - FLORIDA

CONCEPTUAL PLAN EVOLUTION

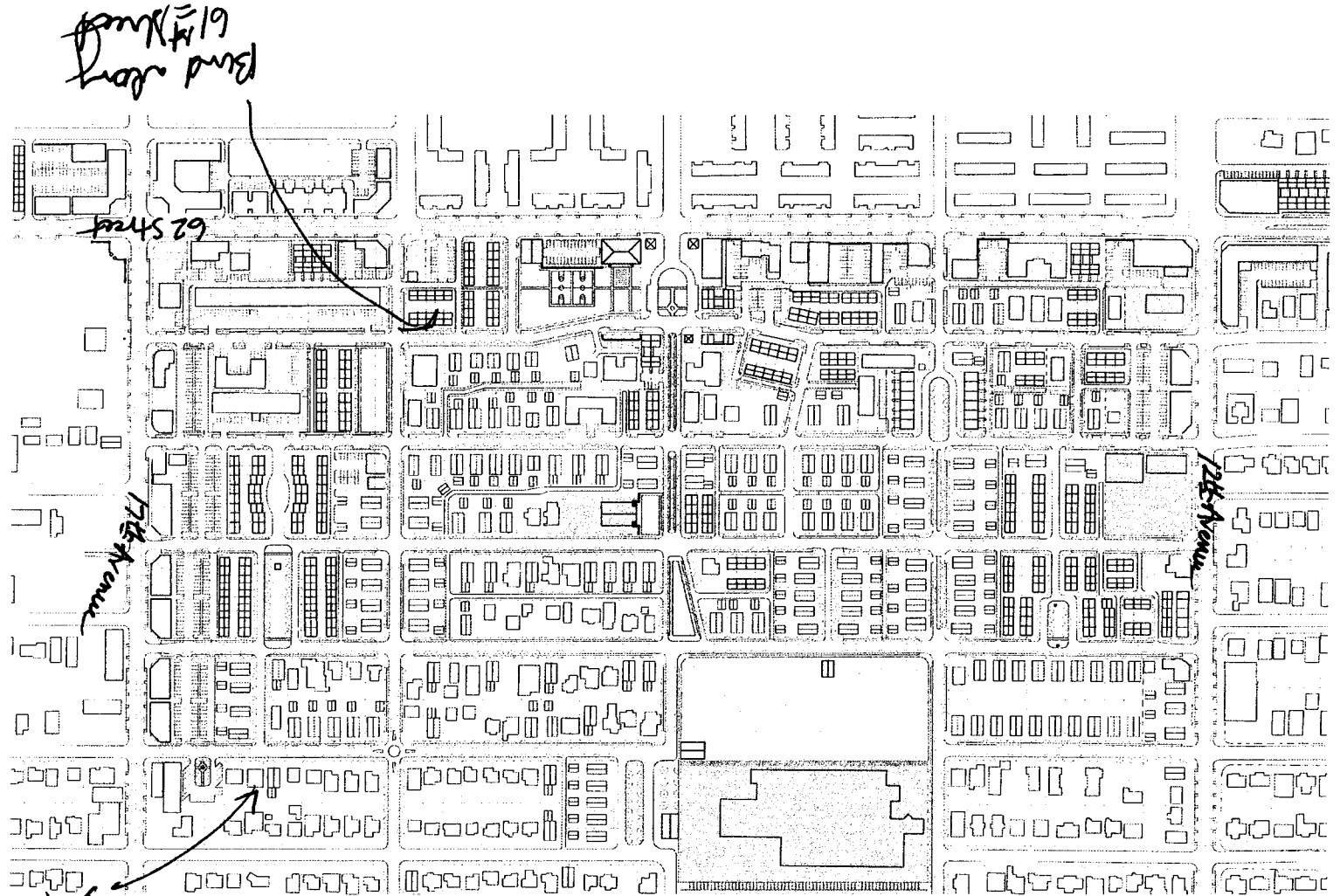
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DRAFT - MARCH 2004

Page 8



Infrastructure
61st Street
14th Avenue



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 3/21/03

NAME OF PROJECT: Dinner Key Mooring Anchorage Field Project

INITIATING DEPARTMENT/DIVISION: Conferences, Conventions, and Public Facilities

INITIATING CONTACT PERSON/CONTACT NUMBER: Alex Argudin 305.579.6341

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: R-03-337 CIP/PROJECT NUMBER: _____

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$1,022,100

SOURCE OF FUNDS: \$ 538,036 ACCOUNT CODE(S): 326015

Homeland Defense Citywide CIP # _____

Waterfront Improvements _____

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

AMOUNT: \$538,036 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: Alex Argudin and Mary Whitehead

DESCRIPTION OF PROJECT: Public Boat Docking and Mooring Facilities. This project will provide for moorings for transient vessels, the latest environmentally safe embedment anchors, facilities will also provide pump out operations to eliminate discharge of waste.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 3/21/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 3/25/03

Approved by Commission? YES NO N/A DATE APPROVED: 3/27/03

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 9.21.03

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: Find Grant Cost \$484,064

APPROVAL: Robert C. [Signature]
BOND OVERSIGHT BOARD

DATE: 5-8-2003

IV. ADDITIONAL ITEMS.

Alejandra Argudin of the Department of Conferences, Conventions and Public Facilities appeared before the Board concerning an emergency request for funding (approximately \$538,000) of the Dinner Key Mooring Anchorage Field Project. The Department is applying for a FIND Grant (approximately \$484,000) for this project, and will be addressing the Commission at the March 25, 2003 Commission meeting regarding this project.

HD/NIB MOTION 03-25

A MOTION TO RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD OF THE DINNER KEY MOORING ANCHORAGE FIELD PROJECT.

MOVED: L. de ROSA
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

HD/NIB MOTION 03-28

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: M. REYES
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

7. Dinner Key Mooring & Anchorage Field Project.

The project is proceeding well. A typewritten status report on various phases of the project was provided to the Board. An update will be provided to the Board within six months.

III. CHAIRPERSON'S OPEN AGENDA:

Board Member Reshefsky reminded the Board of the necessity of attending Audit Subcommittee meetings as often as possible.

Chairman Flanders recognized the immense amount of work covered by the Audit Subcommittee on behalf of the Board. He further reminded both the Board and City staff of the importance of participating in the work of the Audit Subcommittee and the importance of attending all BOB meetings. He endorsed the requests of Board Members Reshefsky and Marko to have responsibilities of the Audit Subcommittee rotated among all members of the Board.

IV. ADDITIONAL ITEMS:

No additional items.

Meeting adjourned at 8:16 p.m.

UPDATES:

1. Model City Trust original \$1,800,000 for Replacement of HOME Investment Partnership Funds.

Report by Marva Wiley, Acting President of the Model City Community Revitalization District Trust. A finalized list as to what needs to be refunded is being prepared. Initially, the supporting documentation for the \$1.8 million that was requested reflected a list of properties thought to have been acquired between February and May of 2002. The number that the City is requesting be refunded is now \$2.4 million, reflecting several properties. There is a need to increase the amount to capture the full impact of the full list of acquisitions up to the present. Present total amount is \$3.6 million. \$2.4 million of that amount represents refunding of HOME funds or addressing prior acquisitions and additional payments charged for acquisitions through HOME funds and approximately \$1.2 million represents current acquisitions. Bond counsel will provide a written opinion as to whether or not the manner in which the exchange/replacement/transfer of funds is being suggested is legal.

2. Model City Trust's Office Renovation at Hadley Park.

Report by Marva Wiley, Acting President, Model City Community Revitalization District Trust. Ms. Wiley presented the Board with pictures of office renovations of the existing meeting room. The Trust moved into the office in January 2004.

3. Dinner Key Mooring & Anchorage Field Project.

Report by Alexandra Argudin - Conferences, Conventions and Public Facilities Dept. The permit applications for the construction of the Mooring Facility was submitted to the Federal, State and County regulatory agencies January 12, 2004. The Marina Manager and Ms. Argudin met with the permitting representatives of these agencies on February 25, 2004 at Dinner Key to discuss the project, provide a tour of the anchorage and respond to some of the initial questions the agencies had re the project. A formal response to those questions from the City's consultant to the agencies is being prepared and will be submitted by April 11, 2004. The balance of the permitting process includes responding to questions and requests for additional information from the agencies, and it is hoped that the permitting process will be completed by the latter part of this year. To date, the City has expended \$49,125 in engineering and consulting expenses related to the preparation

and submittal of agency permit applications, and \$7,288 in permit application fees. Approximately \$15,000 will be expended in the removal of derelict vessels and other debris from the Dinner Key Anchorage area. These costs are all associated with Phase 1 of the project. Phase II will entail the actual construction of the mooring field and upland facilities. All permits should be in place by the end of the year.

4. Virginia Key Beach Park Improvements, Renovations & Repairs – Phase I

Report by Sandra Vega and Alberto Corales - CIP Dept. The project is 70 percent complete. The project is expected to be completed by July 2004. The structures that are presently being repaired are the carousel, the small bathhouse, the concession building, the tunnel, the large bathhouse the dance floor and a number of pavilions. The project is advancing according to schedule and according to budget. Photographs of the work in progress were presented to the Board.

5. Police Homeland Defense Preparedness Initiatives

Report by Major Joseph Longueira - Police Department. A spreadsheet of the status of acquisitions was provided to the Board followed by a Power Point presentation which indicated what acquisitions have been made and what acquisitions are pending.

6. FEC Corridor Initiatives.

Report by Carmen Sanchez - Economic Development Dept.; Enrique Nunez - Planning and Zoning Dept; Jorge Cano, CIP Dept. A handout of the work in progress was provided to the Board. The Department of Economic Development issued a Request for Qualifications (RFQ) to find adequate consultants to provide a transportation/financing/marketing plan. At present, one response was received re the financing component of the plan and only a couple of responses were received re the marketing and transportation components of the plan. The Purchasing Department suggested that the RFQ be re-released as individual components rather than as a group in hopes of getting a better pool from which to choose an adequate consultant to carry out the services and Economic Development is in the process of following up on this suggestion. The Department of Transportation has brought in a pool of industry consultants to review the scope of infrastructure element needs for that area and once all studies are done, a plan will be developed re infrastructure needs for the area. The FEC Regulating Plan

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

UPDATES:

1. Dinner Key Mooring Anchorage Field Project.

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

2. Preservation Development Initiative Grant.

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

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

Dirk Duval, reported that the land had been acquired.

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

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

5. Procurement of Appraisal Services for Little Haiti Park.

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

6. Brentwood Village – Professional Services.

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

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

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

8. Coral Way Beautification Uplighting – Phase I.

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

9. Site Furnishings at Coral Gate Park.

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

10. Site Furnishings at Jose Marti Park.

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



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 6/19/03

NAME OF PROJECT: FUEL DOCK AT DINNER KEY MARINA

INITIATING DEPARTMENT/DIVISION: Conferences, Conventions, and Public Facilities

INITIATING CONTACT PERSON/CONTACT NUMBER: Alejandra Argudin - 305.579.6341 & Stephen Bogner - 305. 579. 6955

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: R-02-218 CIP/PROJECT NUMBER: 326015

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$538,580.00

SOURCE OF FUNDS: 1) \$269,290.00 from Strategic Initiatives Funds 2) \$269,290 from HLD Citywide Waterfront Improvements

ACCOUNT CODE(S): CIP # 326015

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: Conferences, Conventions, and Public Facilities - Alejandra Argudin & Stephen Bogner

DESCRIPTION OF PROJECT: Funds will be used for the design and construction of fuel dock. This is a Revenue Generating Project - a fuel dock is needed for the use and convenience of the boating public, the marina does not presently have a permanent fueling system.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 6/19/03

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

Approved by Commission? YES NO N/A DATE APPROVED: 3/7/02

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 addition to the 592 slips at Dinner Key Marina, there are an estimated 1,500 vessels in and around the marina that would use fueling services. Subject to actual cash flow budget.

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE: June 24, 2003

Enclosures: Back-Up Materials YES NO

I. **APPROVAL OF THE MINUTES OF THE MEETING OF MAY 27, 2003.**

HD/NIB MOTION 03-48

A MOTION TO ADOPT THE MINUTES OF THE MEETING OF
MAY 27, 2003.

MOVED: L. de ROSA
SECONDED: M. CRUZ
ABSENT: R. AEDO; S. ARMBRISTER; W. HARVEY;
D. MARKO; J. REYES; R. VANGATES

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

II. **NEW BUSINESS:**

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

- **Suzanne Peters – nominated by Commissioner Winton**

Civic activist Suzanne Peters is presently the
Chairwoman of the Cocoanut Grove Village Council. She
is a local attorney, working in the area of securities
arbitration, commercial disputes and general
commercial law.

B. **AUDIT COMMITTEE REPORT.**

- **Fuel Dock at Dinner Key Marina Project.**

The Audit Committee recommended approval of the fuel
dock project.

Presentation by Marinas Manager Steve Vogner and
Alexandra Argudin -- Department of Public Facilities.
Bond funding in the amount of approximately \$296,290
has been applied for to complete construction and
installation of a full service fuel station at Dinner
Key Marina. To date approximately \$128,000 of
previously allocated monies have been spent on this
endeavor. The purpose of the fuel dock is to enhance
amenities at Dinner Key Marina and to generate
additional revenues for the City. The department is

currently in the process of submitting regulatory permit applications to the Department of Environmental Protection (DEP) and the Department of Environmental Resource Management (DERM). It is hoped that this project will be completed by September 2004. The City would make a net profit on the gallons of fuel sold, whether gasoline or diesel. The profit would go into the City's general fund. Dinner Key Marina is owned and operated by the City.

At a recent Audit Committee meeting, Board Member Marko voiced concern about the City's ability to safeguard the environment and operate within the parameters of environmental regulatory agency guidelines. Mr. Vogner has met with a representative of DEP regarding this issue and assured the Board that the standards by which the City will operate the fuel dock meet requirements of the Federal Environmental Protection Agency (EPA) that are passed down to the State of Florida DEP and promulgated through DERM's operating permits.

Chairman Flanders suggested to the Board that this project would enhance the viability of licensing boaters to use the slips at Dinner Key Marina. He also informed the Board that presently, in the immediate area of the marina, there are only three places to purchase fuel -- Key Biscayne Yacht Club, which is private; Belcher, which bashes boats and Miami Beach Marina which is very expensive.

Board Member Cruz inquired as to who would have control of the cash revenue coming into the facility. Mr. Vogner assured the Board that the Marina has a history of handling large sums of cash, such as at the fuel storage facility currently being operated by the Marina, which generates approximately \$150,000 a year in gross revenues through cash, check and credit cards, and historically, there has not been a problem re accountability of revenue generated.

Vice Chairman Reyes and Board Member Reshefsky requested that a more explicit budget be a condition of a recommendation of approval of this project to the City Commission.

Chairman Flanders informed the Board that bond funds have been earmarked for both the project and the project has the approval of the CIP Department. CIP will be building Phase 1 of this project and will bid out Phase 2 to a construction company.

HD/NIB MOTION 03-49

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT COMMITTEE OF THE FUEL DOCK AT DINNER KEY MARINA PROJECT, CONDITIONED UPON THE PROVISION OF AN EXPLICIT BUDGET FOR SAID PROJECT, INCLUDING PRO FORMA INCOME STATEMENTS, CASH FLOW, EXPENSES AND OTHER FIXED AND VARIABLE COSTS; FURTHER THAT THE DEPARTMENT OF PUBLIC FACILITIES WILL PROVIDE AN UPDATE OF THE FUEL DOCK PROJECT TO THE BOARD WITHIN SIX MONTHS OF COMMENCEMENT OF THE PROJECT.

MOVED: M. CRUZ
SECONDED: L. CABRERA
ABSENT: R. AEDO; S. ARMBRISTER; W. HARVEY;
D. MARKO; J. REYES; R. VANGATES

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

• **Environmental Site Assessment Report & Title Related Services for several Little Haiti Park Properties.**

Presentation by Dirk Duval and Madeline Valdes --
Department of Economic Development.

The Department of Economic Development, in its efforts to acquire property in the Little Haiti area is being conveyed three pieces of property from Miami-Dade County at no cost. The properties involved were presented before the Board at its April 22, 2003 meeting, at which time, the Board recommended approval of the this acquisition as a part of seven properties the City is acquiring to build a park for the Little Haiti community. In order to acquire the properties, an environmental site assessment report is required as well as title, and related services costs of approximately \$10,200.

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JOSE MARTI PARK NEW COMMUNITY ROOM BUILDING-LANDSCAPING & REINFORCING FOAM FLOORING FOR AEROBIC ROOM PROJECT; FURTHER RECOMMENDING THAT \$50,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS AND ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOTION: D. MARKO
SECONDED: R. AEDO
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA; R. VANGATES

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

III. UPDATES:

- Dinner Key Marina Fuel Dock.

Total dollar amount: \$538,580.

Source of funds: \$269,290 from Strategic Initiative;
\$269,290 from Homeland Defense/
Citywide Waterfront Improvements

Report by: Board Member Reshefsky;
Alejandra Argudin - Conferences,
Conventions, Public Facilities

Date approved by Audit Subcommittee: June 19, 2003.

This is a revenue-generating project. Dinner Key Marina does not presently have a permanent fueling system. In addition to the 592 slips at Dinner Key Marina, there are an estimated 1,500 vessels in and around the marina that would use the fueling services.

Phase I, which is the design portion of the project has been completed. All permitting has been received except two -- the Army Corps of Engineers permit and DERM permit, and that CIP is in the process of putting together the bid packages for the construction portion, which is Phase II. It is anticipated that within approximately three weeks, the bid package should be going out, and by April 2004, an update will be provided to the board and it is anticipated that construction would have commenced and all permits would be in place by that time.

HD/NIB MOTION 04-71

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – IRRIGATION PROJECT.

MOVED: L DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, R. Vangates

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

UPDATES:

1. Model City Trust – Replacement of HOME Investment Partnership Funds.

Marva Wiley informed the board that Model City funds had been swapped from infrastructure improvements in the bond for a purpose of land acquisition. Auditor General's review of this transaction was referred to the bond counsel opinion, who opined the transactions were in compliance with bond's public purpose requirements.

2. Dinner Key Marina Fuel Dock.

Alejandra Argudin informed the board this project has been delayed for modification to the plans. Pending are approvals from two agencies. Once those approvals are obtained, the plans will be submitted to the Zoning Department for another dry run process. CIP will bid the construction phase after that. Expect to open April 2005.

3. Neo Lofts Greenway Segment.

Jorge Cano informed the board agreement with developer is being revisited, with intent to release them from obligation of construction in order to marry this segment with the Jose Marti Park segment. The scope of work is to be expanded and done together as one project.

4. Environmental and Title Services for Little Haiti Park Parcel's 18, 60 & 61.

Dirk Duval informed the board that this project is in the permitting process, the title went through and proceeding with cleanup of the tanks, should be completed in six months.

5. Appraisal Services for Little Haiti Park Parcel 92.

Dirk Duval stated that appraisals were authorized to be done with due date of August 6th.

6. Land Acquisition for Little Haiti Park Parcel 79.

7. Land Acquisition for Little Haiti Park Parcel 91.

Dirk Duval stated that Parcels 79 and 91 were closed on June 14, 2004 and are in the process of demolishing structures and securing the properties.

8. Steel Picket Fence at Eaton Park.

Ed Blanco stated that this project was completed a while ago.

9. New Pool Heaters at Hadley Park.

Ed Blanco stated that project has been bid out, have a purchase order and contractor is working on this right now.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 12/10/02
NAME OF PROJECT: Baywalk Improvements at One Miami Site
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dianne Johnson / 305.416.1285
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: R-02-1303 CIP/PROJECT NUMBER: 341210
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$4,200,000.00 (\$4,160,000.00 was approved for the specific purpose of constructing a greenway and river walk as a gateway to the city as part of the One Miami Project)
SOURCE OF FUNDS: \$ Downtown Infrastructure Improvements - is All \$ from Bond or just a portion
ACCOUNT CODE(S): CIP # 341210
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: Dianne Johnson
DESCRIPTION OF PROJECT: For constructing a Greenway and Riverwalk as a gateway to the City as part of the One Miami Project located at the mouth of the Miami River

Approved by Audit Committee? YES NO N/A DATE APPROVED:
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 12/10/02
Approved by Commission? YES NO N/A DATE APPROVED: 12/12/02
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: 12/10/03

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

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

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

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

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

6. COMMENTS:

APPROVAL: Robert A. Johnson DATE: May 8, 2003
BOND OVERSIGHT BOARD

C. SCHEDULE FUTURE BOARD MEETINGS. (Dates and locations)

HD/NIB MOTION 02-37

MOTION TO HOLD THE NEXT MEETING OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AT THE MIAMI RIVERSIDE CENTER (MRC), 10TH FLOOR MAIN CONFERENCE ROOM ON THURSDAY, JANUARY 16, 2003, COMMENCING AT 6 P.M. OR ON THE ALTERNATIVE DATE OF WEDNESDAY, JANUARY 22, 2003, AT THE AFOREMENTIONED TIME AND PLACE.

MOVED: J. GRIMES
SECONDED: L. SPRING
ABSENT: R. AEDO; M. DUNN; M. LOYAL

Note for the Record: The motion was passed by unanimous vote of all Board Members present

IV. CHAIRPERSON'S OPEN AGENDA.

Item deferred

V. ADDITIONAL ITEMS.

Board Member Cruz raised concerns about the One Miami Project greenway issue which is to be discussed at the December 12, 2002 City Commission meeting. He inquired as to whether the funding for the project was coming from the bond issue or from the general fund.

CIP Director Palacino informed the Board that the developer of the One Miami Project requested that the City provide four million dollars-plus to improve City property in conjunction with this development. Dollars have been identified from the Homeland Defense Bond -- gateway funds in the amount of eight hundred thousand dollars; greenway funds in the amount of four hundred

thousand dollars; downtown infrastructure funds in the amount of two point nine million dollars.

* Diane Johnson, Development Coordinator, Department of Real Estate & Economic Development reviewed the design phase of the One Miami Project and explained that this particular project is critical to the further development of downtown Miami. Any funding received from the bond issue will be supplanted by whatever grants the Department is able to receive for the project. The developer of the project is contributing funds for development of the greenway and will be maintaining it, as well.

* Chairman Flanders inquired as to whether any grant monies were presently available for the project, whether monies were already allocated, what the budget impact on various departments would be as regards the cost of operating and maintaining the project, and what the anticipated completion date of the project is.

* Ms. Johnson informed the Board that the related group would assume all costs for the operation and maintenance of the river walk and all public areas to the water's edge. As to matching grants, there are none presently in hand. The Department anticipates it will be two years before construction actually starts, which would allow for time to apply for and receive grant monies.

* Jason Walker, Senior Staff Assistant of the Office of Commissioner Winton informed the Board by way of background that when the Commission approved the One Miami Project, representatives of the project requested that the Commission consider funding of the project.

* Brett Bibeau, Assistant Director of the Miami River Commission (MRC) informed the Board that the MRC has been requested by the City Commission, through Resolution 00-320 to provide the City Commission with an advisory recommendation on any river-related project or river-related agenda item that the City Commission is to hear. Mr. Bibeau read into the record the MRC's advisory recommendation of approval of the One Miami Project, subject to strict adherence to the river walk design provisions, and that funding sources other than the Homeland Security and

Neighborhood Improvement Bond issue greenway and gateway line items be used for development of the greenway.

HD/NIB MOTION 02-36

MOTION TO RECOMMEND CITY COMMISSION APPROVAL OF THE ALLOCATION OF FUNDS FOR THE DEVELOPMENT OF THE ONE MIAMI PROJECT RIVER WALK.

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSTAINED: D. MARKO
ABSENT: R. AEDO; M. DUNN; M. LOYAL;
G. RESHEFSKY

Note for the Record: The motion was passed by unanimous vote of all Board Members present.

HD/NIB MOTION 02-38

MOTION TO ADJOURN TODAY'S MEETING.

MOVED: J. GRIMES
SECONDED: J. REYES
ABSENT: R. AEDO; M. DUNN; M. LOYAL;
G. RESHEFSKY

Note for the Record: The motion was passed by unanimous vote of all Board Members present.

- **Baywalk Improvements at One Miami Site.**

Total dollar amount: \$4,200,000
Source of funds: Downtown Infrastructure Improvements
Report by: Diane Johnson, CIP
Date approved by the board: December 10, 2002
Date approved by the City Commission: December 12, 2002

This is not really a bay walk project. It is a river walk project. This river walk will include works of art, a plaza of light, a waterfall and various other features that were part of the original design presentation. The river walk will be one of the last portions of this project to be done. Construction is expected to begin in the summer of 2005

- **Greenway Segment at Neo Lofts.**

Total dollar amount: \$250,000
Source of funds: Homeland Defense/Greenways
Report by: Diane Johnson, CIP
Date approved by the Audit Subcommittee: July 22, 2003
Date approved by the board: July 22, 2003

Construction plans have been completed to the 90% phase and are presently being reviewed by City staff including Public Works, Office of Transportation and CIP. It is expected that approved plans will be submitted to the developer within a week.

IV. CHAIRPERSON'S OPEN AGENDA:

V. ADDITIONAL ITEMS:

CIP Director Jorge Cano addressed the board re contracting for surveying services associated with parks so that the wheels of progress would not be delayed. The board also approved utilization of parks master plan funding to fund Phase I of the City's ADA transition plan. Staff is at the point of negotiating with the consultant who will conduct the survey. This survey will cover approximately 100



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 7/22/03
NAME OF PROJECT: Neo Lofts Greenway Segment
INITIATING DEPARTMENT/DIVISION: Capital Improvements (with Mayor's office)
INITIATING CONTACT PERSON/CONTACT NUMBER: Dianne Johnson 416-1285
C.I.P. DEPARTMENT CONTACT: Dianne Johnson 416-1285
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 341211
ADDITIONAL PROJECT NUMBER: n/a

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$250,000 requested from \$1,000,000 Current Greenway Bond Appropriation
\$2,000,000 Total Greenway Bond Allocation
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: Otto Boudet, Mayor's Office; Albert Dominguez & Len Helmers, Public Works; Cesar Gonzalez & Juan Ordonez, CIP; Alex Vilarello & Rafael Suarez-Rivas, Law; Glenn Marcos, Procurement; Lavinia Freeman & Brenda Marshall, Trust for Public Land; Dave Miller, Miami River Commission
DESCRIPTION OF PROJECT: Construction of greenway segment & road improvements in public right-of-way on South River Drive from SW 1st Street to Flagler St.; includes: widened sidewalks, curb and gutter, drainage, paving and striping, roadwork, lighting and landscaping. Developer will contribute \$30,000 & perform construction.

ADA Compliant? [X] YES [] NO [] N/A
Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 7/22/03
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 7/22/03
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 weeks to Audit Project

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? [X] YES [] NO If yes,
DESIGN COST: Estimate \$28,000; funded by Trust for Public Land
CONSTRUCTION COST: \$280,000
Is conceptual estimate within project budget? [X] 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: Walter Haves aptd to work w/ staff on plan for audit
Time impact
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS:
This project will tie into additional greenway segments City is constructing further south on S. River Dr. & south of Jose Marti Park and is part of implementation of Miami River Greenways Master Plan approved, in principle, by City Commission by Resolution 01-440. 1) What is cost per sq. ft.? 2) Right-of-way will be maintained by City of Miami Public Works. 3) Place line item in City budget for value of maintenance. 4) Meeting to be scheduled with appropriate entities to discuss the formulation of a comprehensive plan for the remaining \$725,000 Greenway Bonds funds. 5) Create policies for developers to follow when developing along the Greenway areas, including the offering of their funds to use for Greenways along their project's sites.

APPROVAL: CIP will be and to include des. in stds to mandate new development to build greenway.
BOND OVERSIGHT BOARD DATE: July 22, 2003
Rabito, Florida approving the costs
Enclosures: Back-Up Materials [X] YES [] NO

- **Neo Lofts**

Presentation by Diane Johnson of the CIP Dept. The Neo Lofts Project is a part of the Miami River Greenways. The Miami River Commission and the Trust for Public Land went through a great deal of planning, involving the community, to come up with the Miami River Greenways Action Plan, which was approved by the City Commission in May of 2001. The current effort which involves the Neo Lofts covers the area from roughly I-95 to 12th Avenue. The City is working closely with the Miami River and the Trust for Public land in developing this area. The Neo Lofts Project would be located along South River Drive between Southwest 1st Street and Flagler Street. The City would provide funding of up to a maximum of \$250,000 for this project. Neo Lofts would provide \$30,000 in funding. The City would provide the design and Neo Lofts would provide the construction of the Greenway on both sides of the street and the street, itself. Improvements consist of road reconstruction, including paving, grating, site work and drainage plus extra wide sidewalks, landscaping and lighting. This project will be presented to the City Commission for consideration at the July 24, 2003 City Commission meeting. The square foot cost of this project is approximately \$10.50 or \$524 per linear foot. The project will be maintained by the City's Public Works Dept., as it is a public right-of-way.

Board Member Marko expressed discomfort with the fact that the Board is being asked to match \$250,000 to Neo Lofts' \$30,000 in development of this project. He also expressed discomfort with the idea of bypassing a competitive bid process in securing a contractor for this project.

Audit Subcommittee Chairman Reshefsky outlined the following conditions of approval: Line item in City budget for maintenance of the project; schedule a meeting with appropriate entities to discuss formulation of a

comprehensive plan for the entire remaining \$725,000 of Greenway Bond funds, plus the additional one million dollars in the second series; creation of policies for future developers to be required to make improvements when they come on line; six-month updates to be provided to the Board.

Miami River Committee (MRC) Assistant Director Brett Bibeau informed the Board that the MRC is in support of this project and will be recommending approval to the City Commission at the July 24th City Commission meeting. It is the MRC's hope that the remaining Greenway Bond funds will be used to bring to fruition the City Commission adopted Miami River Greenway Action Plan. Mr. Bibeau further informed the Board of the Trust for Public Land's opinion that the MRC should be the entity to operate a Greenway Trust.

Ms. Johnson suggested that if a group of people would be convening to strategize how the remaining Greenway Bond funds would be allocated, perhaps a member from the Board should attend such discussions. Board Member Harvey volunteered to attend such discussions on behalf of the Board.

Ms. Johnson agreed to provide the Board with photos of the site in its present condition. These photos will be published on the Board's website.

Board Member Marko suggested that as this group meets for discussions, consideration should be given to implementation of a plan to secure as much developer contributions as possible towards the Greenways.

Chairman Flanders, on behalf of the Board congratulated the Miami River Commission, the Trust for Public Land, the City Commission, the Urban Environmental League and all others involved in promoting and supporting the Greenway Action Plan to transform the Miami River.

HD/NIB MOTION 03-59

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT SUBCOMMITTEE OF THE NEO LOFTS PROJECT, WITH THE FOLLOWING CONDITIONS: (1) A LINE ITEM BE INCLUDED IN THE CITY BUDGET FOR MAINTENANCE OF THE PROJECT; (2) A MEETING BE SCHEDULED WITH APPROPRIATE ENTITIES TO DISCUSS FORMULATION OF A COMPREHENSIVE PLAN FOR THE ENTIRE REMAINING \$725,000 OF GREENWAY BOND FUNDS, PLUS AN ADDITIONAL \$1,000,000 OF SECOND SERIES FUNDS; (3) CREATION OF POLICIES FOR FUTURE DEVELOPERS TO BE REQUIRED TO MAKE IMPROVEMENTS AS THEY COME ON LINE; (4) PROVIDE THE BOARD WITH SIX-MONTH UPDATES OF THE PROJECT. IT IS FURTHER NOTED THAT THE BOARD EXPRESSED CONCERN THAT THIS PROJECT IS BEING AWARDED TO A DEVELOPER WITHOUT BENEFIT OF A COMPETITIVE PROCESS.

MOVED: M. REYES
SECONDED: S. ARMBRISTER
NAYS: D. MARKO
ABSENT: R. AEDO; L. CABRERA;
M. CRUZ; R. VANGATES

SIX MONTH UPDATES BY GARY RESHEFSKY:

1. BRENTWOOD VILLAGE

This project was recommended for approval in January 2003, for consulting services re design for street improvements. The designs are now 60 percent complete. The construction estimate is \$700,000. The money is coming from District 5 Neighborhood Quality of Life Improvements. The construction is estimated to begin in March 2004. An update will be provided to the Board in January 2004. Photos of the existing condition of the project was provided to the Board.

- **Baywalk Improvements at One Miami Site.**

Total dollar amount: \$4,200,000
Source of funds: Downtown Infrastructure Improvements
Report by: Diane Johnson, CIP
Date approved by the board: December 10, 2002
Date approved by the City Commission: December 12, 2002

This is not really a bay walk project. It is a river walk project. This river walk will include works of art, a plaza of light, a waterfall and various other features that were part of the original design presentation. The river walk will be one of the last portions of this project to be done. Construction is expected to begin in the summer of 2005

- **Greenway Segment at Neo Lofts.**

Total dollar amount: \$250,000
Source of funds: Homeland Defense/Greenways
Report by: Diane Johnson, CIP
Date approved by the Audit Subcommittee: July 22, 2003
Date approved by the board: July 22, 2003

Construction plans have been completed to the 90% phase and are presently being reviewed by City staff including Public Works, Office of Transportation and CIP. It is expected that approved plans will be submitted to the developer within a week.

IV. CHAIRPERSON'S OPEN AGENDA:

V. ADDITIONAL ITEMS:

CIP Director Jorge Cano addressed the board re contracting for surveying services associated with parks so that the wheels of progress would not be delayed. The board also approved utilization of parks master plan funding to fund Phase I of the City's ADA transition plan. Staff is at the point of negotiating with the consultant who will conduct the survey. This survey will cover approximately 100

HD/NIB MOTION 04-71

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – IRRIGATION PROJECT.

MOVED: L DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, R. Vangates

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

UPDATES:

1. Model City Trust – Replacement of HOME Investment Partnership Funds.

Marva Wiley informed the board that Model City funds had been swapped from infrastructure improvements in the bond for a purpose of land acquisition. Auditor General's review of this transaction was referred to the bond counsel opinion, who opined the transactions were in compliance with bond's public purpose requirements.

2. Dinner Key Marina Fuel Dock.

Alejandra Argudin informed the board this project has been delayed for modification to the plans. Pending are approvals from two agencies. Once those approvals are obtained, the plans will be submitted to the Zoning Department for another dry run process. CIP will bid the construction phase after that. Expect to open April 2005.

3. Neo Lofts Greenway Segment.

Jorge Cano informed the board agreement with developer is being revisited, with intent to release them from obligation of construction in order to marry this segment with the Jose Marti Park segment. The scope of work is to be expanded and done together as one project.

4. Environmental and Title Services for Little Haiti Park Parcel's 18, 60 & 61.

Dirk Duval informed the board that this project is in the permitting process, the title went through and proceeding with cleanup of the tanks, should be completed in six months.

5. Appraisal Services for Little Haiti Park Parcel 92.

Dirk Duval stated that appraisals were authorized to be done with due date of August 6th.

6. Land Acquisition for Little Haiti Park Parcel 79.

7. Land Acquisition for Little Haiti Park Parcel 91.

Dirk Duval stated that Parcels 79 and 91 were closed on June 14, 2004 and are in the process of demolishing structures and securing the properties.

8. Steel Picket Fence at Eaton Park.

Ed Blanco stated that this project was completed a while ago.

9. New Pool Heaters at Hadley Park.

Ed Blanco stated that project has been bid out, have a purchase order and contractor is working on this right now.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 6/19/03
NAME OF PROJECT: ENVIRONMENTAL & TITLE SERVICES FOR REAL PROPERTY
LOCATED AT: 1) 6150 NE 4TH AVE. , 2) & 3) 299 & 303 NE 59TH TERRACE
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Keith Carswell, Director - 303.416.1411
C.I.P. DEPARTMENT CONTACT: Fernando Paiva - 305.416.1242
RESOLUTION NUMBER: 02-395 CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$ 10,200.00
SOURCE OF FUNDS: HLD Funds - Little Haiti Park Land Acquisition
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: Dirk Duval
DESCRIPTION OF PROJECT: _____
ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 6/19/03
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 6/24/03
Approved by Commission? YES NO N/A DATE APPROVED: 4/11/02
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: Keith Carswell, Director - 303.416.1411
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: On April 22, 2003 - funds to be used for title insurance and environmental services for the 3 parcels being conveyed to us by the County, subject to Bond Counsel. Subject to bond counsel

APPROVAL: [Signature] DATE: June 24, 2003
BOND OVERSIGHT BOARD

Chairman Flanders informed the Board that bond funds have been earmarked for both the project and the project has the approval of the CIP Department. CIP will be building Phase 1 of this project and will bid out Phase 2 to a construction company.

HD/NIB MOTION 03-49

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT COMMITTEE OF THE FUEL DOCK AT DINNER KEY MARINA PROJECT, CONDITIONED UPON THE PROVISION OF AN EXPLICIT BUDGET FOR SAID PROJECT, INCLUDING PRO FORMA INCOME STATEMENTS, CASH FLOW, EXPENSES AND OTHER FIXED AND VARIABLE COSTS; FURTHER THAT THE DEPARTMENT OF PUBLIC FACILITIES WILL PROVIDE AN UPDATE OF THE FUEL DOCK PROJECT TO THE BOARD WITHIN SIX MONTHS OF COMMENCEMENT OF THE PROJECT.

MOVED: M. CRUZ
SECONDED: L. CABRERA
ABSENT: R. AEDO; S. ARMBRISTER; W. HARVEY;
D. MARKO; J. REYES; R. VANGATES

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

• **Environmental Site Assessment Report & Title Related Services for several Little Haiti Park Properties.**

Presentation by Dirk Duval and Madeline Valdes --
Department of Economic Development.

The Department of Economic Development, in its efforts to acquire property in the Little Haiti area is being conveyed three pieces of property from Miami-Dade County at no cost. The properties involved were presented before the Board at its April 22, 2003 meeting, at which time, the Board recommended approval of the this acquisition as a part of seven properties the City is acquiring to build a park for the Little Haiti community. In order to acquire the properties, an environmental site assessment report is required as well as title, and related services costs of approximately \$10,200.

This amount was not previously accounted for because of the property being acquired at no cost. The Department is seeking approval by the Board of the additional \$10,200 appropriation for this acquisition, \$5,500 of which will be used for the necessary environmental assessment of the properties.

A question arose as to whether bond funds could be used for this purpose. The Department is awaiting a reply from the City's Law Department. Assistant City Attorney Rafael Diaz suggested that the question be posed to bond counsel. Approval of this appropriation would be contingent upon bond counsel's recommendation. The City relies on bond counsel's insurance to protect the City in the event funds are appropriated improperly.

HD/NIB MOTION 03-50

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT COMMITTEE OF APPROPRIATION OF APPROXIMATELY \$10,200 TO PERFORM AN ENVIRONMENTAL ASSESSMENT REPORT AND TITLE-RELATED SERVICES FOR SEVERAL LITTLE HAITI PARK PROPERTIES, SUCH APPROPRIATION CONTINGENT UPON APPROVAL BY THE CITY'S BOND COUNSEL.

MOVED: G. RESHEFSKY
SECONDED: L. de ROSA
ABSENT: R. AEDO; S. ARMBRISTER; W. HARVEY;
D. MARKO; JAMI REYES; RHONDA VANGATES

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

- Little Haiti Park Environmental & Title Services for Real Property at 6150 NE 4 Avenue, 299 & 303 NE 59 Terrace.

Total dollar amount: \$10,200

Source of funds: Homeland Defense--Little Haiti Park
Land Acquisition

Report by: Board Member Reshefsky;
Madeline Valdes and Craig Clevenger-
Economic Development

These three parcels were conveyed by Miami-Dade County for the Little Haiti Park, but the City is responsible for doing environmental/title work for the parcels. Title was accepted by the City in December 2003. Economic Development is now moving forward with fencing the site and removing the underground tanks that exist on the site today. As soon as an estimate has been determined of what that would cost, it will be reported to the board. The sites are now owned by the City. If any hazardous condition is found on the sites, the City would be responsible for cleanup of same. Economic Development will also be reporting back to the board re cleanup of titles re these properties. These properties were taken by the County from people who did not pay their taxes, so there are title issues on the sites. Cost of clearing these titles has not yet been determined.

- Little Haiti Park Appraisal Services for Property at 6311-29 NE 2 Avenue.

Total dollar amount: \$7,750

Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development

Report by: Madeline Valdes - Economic Development

Date approved by the Audit Subcommittee: July 15, 2003

Date approved by the Board: July 22, 2003

An appraisal has been obtained for Parcel #92 (6311 N.E. 2 Avenue). Negotiations are currently underway with the property owner. The property owner seeks to relocate to a similar type property as Parcel #92. Economic Development has been assisting him in identifying a similar type property. Comparable properties to this site range anywhere from \$1.5 million to \$2.5 million. As a result, Economic Development has

HD/NIB MOTION 04-71

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – IRRIGATION PROJECT.

MOVED: L DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, R. Vangates

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

UPDATES:

1. Model City Trust – Replacement of HOME Investment Partnership Funds.

Marva Wiley informed the board that Model City funds had been swapped from infrastructure improvements in the bond for a purpose of land acquisition. Auditor General's review of this transaction was referred to the bond counsel opinion, who opined the transactions were in compliance with bond's public purpose requirements.

2. Dinner Key Marina Fuel Dock.

Alejandra Argudin informed the board this project has been delayed for modification to the plans. Pending are approvals from two agencies. Once those approvals are obtained, the plans will be submitted to the Zoning Department for another dry run process. CIP will bid the construction phase after that. Expect to open April 2005.

3. Neo Lofts Greenway Segment.

Jorge Cano informed the board agreement with developer is being revisited, with intent to release them from obligation of construction in order to marry this segment with the Jose Marti Park segment. The scope of work is to be expanded and done together as one project.

4. Environmental and Title Services for Little Haiti Park Parcel's 18, 60 & 61.

Dirk Duval informed the board that this project is in the permitting process, the title went through and proceeding with cleanup of the tanks, should be completed in six months.

5. Appraisal Services for Little Haiti Park Parcel 92.

Dirk Duval stated that appraisals were authorized to be done with due date of August 6th.

6. Land Acquisition for Little Haiti Park Parcel 79.

7. Land Acquisition for Little Haiti Park Parcel 91.

Dirk Duval stated that Parcels 79 and 91 were closed on June 14, 2004 and are in the process of demolishing structures and securing the properties.

8. Steel Picket Fence at Eaton Park.

Ed Blanco stated that this project was completed a while ago.

9. New Pool Heaters at Hadley Park.

Ed Blanco stated that project has been bid out, have a purchase order and contractor is working on this right now.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK - SUMMARY OF ENVIRONMENTAL ISSUE - 299 & 303 NE 59 Terrace - # 60 & 61
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Craig Clevenger - 305.416.1543
C.I.P. DEPARTMENT CONTACT: Fernando Paiva
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$30,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$18,370,418)
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 / Craig Clevenger
DESCRIPTION OF PROJECT: Hire consultant to permit and removal two to four improperly-abandoned underground storage tanks. Collect soil and groundwater samples in accordance with Chapter 62-761, Florida Administrative Code (FAC), and submit Tank Closure Assessment Report (TCAR) to DERM for review.

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
Approved by Commission? YES NO N/A DATE APPROVED: _____
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: A trucking company was on this site. The County owned the land.

APPROVAL: Robert O. Flood DATE: 2/24/04
BOND OVERSIGHT BOARD

Ms. Valdes explained that the property could not be used as a dressing room by the Tower Theater, because it is not physically connected to the theater and retrofitting would exceed the value of the site, so the best alternative presently is to use the site for parking.

Chairman Flanders informed the board of Commissioner Sanchez' support re development of the site as a parking lot.

HD/NIB MOTION 04-21

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE 1501 S.W. 9TH STREET IN CONNECTION WITH TOWER THEATRE-DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF PARKING LOT PROJECT; FURTHER RECOMMENDING THAT \$100,000 OF HD/NIB-CALLE OCHO IMPROVEMENTS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: L. de ROSA
NAYS: D. MARKO
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD; G. RESHEFSKY

- Removal of Underground Storage Tanks at Little Haiti Land Parcels 60 and 61.

Total dollar amount: \$30,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Madeline Valdez-Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes hiring of consultant re permitting and removal of two to four improperly abandoned underground storage tanks; collect soil and groundwater samples in accordance with Chapter 62-761 Florida Administrative Code and submit Tank Closure Assessment Report to DERM for review. A trucking company occupied this site when it was owned by Dade County.

HD/NIB MOTION 04-22

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-SUMMARY OF ENVIRONMENTAL ISSUE-299 & 303 N.E. 59 TERRACE-PARCEL NUMBERS 60 & 61 PROJECT; FURTHER RECOMMENDING THAT \$30,000 OF HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT.

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

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

- Little Haiti Park Land Acquisitions.
- Little Haiti Park - Survey of the Alleyway near 59th Street and NE 2nd Avenue.

Total dollar amount: \$2,850
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Dirk Duval, Madeline Valdes,
Phil Allene - Economic Development

Scope of work includes performing a boundary and topographic survey of the alleyway near 59th Street and N.E. 2nd Avenue for the land assembly for the development of Little Haiti Park.

Program Manager Phil Allene (phonetic) gave a presentation and provided the board a handout of what the department's vision is for the Little Haiti Park.

HD/NIB MOTION 04-24

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-SURVEY OF THE ALLEYWAY NEAR 59TH STREET AND N.E. 2ND AVENUE PROJECT; FURTHER RECOMMENDING THAT \$2,850 OF HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT.

HD/NIB MOTION 04-71

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – IRRIGATION PROJECT.

MOVED: L DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, R. Vangates

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

UPDATES:

1. Model City Trust – Replacement of HOME Investment Partnership Funds.

Marva Wiley informed the board that Model City funds had been swapped from infrastructure improvements in the bond for a purpose of land acquisition. Auditor General's review of this transaction was referred to the bond counsel opinion, who opined the transactions were in compliance with bond's public purpose requirements.

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Ed Blanco stated that project has been bid out, have a purchase order and contractor is working on this right now.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 9/30/03 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK LAND ACQUISITION - KEY STONE
PROPERTY - LOCATED AT 6301- 6307 NE 2ND AVENUE; PARCELS 93 & 94
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Madeline Valdes 416.1461; Keith Carswell 416.1411
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: R-03-1000 CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$2,840,000
SOURCE OF FUNDS: HDNI bonds Little Haiti Park Project Land Acquisition and 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 - Madeline Valdes 416.1461; Keith Carswell 416.1411
DESCRIPTION OF PROJECT: Purchase of Keystone Trailer Park for recreational component -9.8 acres - 2 soccer fields. The land was appraised twice at \$1,775,000; there was another appraisal for \$4.56 per sq. ft. for the land, and approximately 1 million for clearance and relocation. There are 116 trailers on site. Seller must do the following once agreement is signed: a) Owner gives tenants 12 months notice. b) Environmental testing, cost above \$200,000 will be deducted from seller. c) One year to close plus 15 days.
ADA Compliant? [] YES [] NO [] N/A

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 9/18/03
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 9/30/03
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 9/11/03
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [X] 6 months [] 12 months Date for next Oversight Board Update: 3/04

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: Keith Carswell requests additional \$200,000 incase of liens.
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: Acquisition of land includes cost of survey, environmental report, and title insurance. The services and conditions precedent to closing are that the Seller shall provide property vacant, free of tenants, and all existing structures shall have been demolished and removed, the sewer shall be capped, and the property free of debris and properly secured by fencing. City to have agreement with government agencies for relocation of people. Item scheduled for 9/11/03 Commission meeting. At said meeting, the Commission approved \$200,000 in additional funds for removal of liens, or payment of fines in connection with any code violations filed against the property. \$975,000 identified by PB&J consultant. Money that was not spent, i.e. for contingencies, should be put back into pool and reported to us at 6 month update.

APPROVAL: [Signature] DATE: 10/16, 2003
BOND OVERSIGHT BOARD

I. **APPROVAL OF THE MINUTES OF THE MEETING OF July 22, 2003.**

HD/NIB MOTION 03-62

A MOTION TO ADOPT THE MINUTES OF THE MEETING OF JULY 22, 2003.

MOVED: M. CRUZ
SECONDED: G. RESHEFSKY
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES; L. de ROSA; W. HARVEY

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

II. **NEW BUSINESS:**

A. **AUDIT COMMITTEE REPORT:**

- Little Haiti Park Land Acquisition – Keystone Trailer Park.

Presentation by Madeline Valdes, Department of Economic Development. This project was brought before the Audit Subcommittee prior to placing it on a City Commission agenda, but the Department was unable to bring it before the BOB, due to time constraints. As part of the purchase price, the owners of the trailer park will be demolishing all structures on the property and removing all tenants and trailers that exist on the site, leaving the land free and clear of any structures. Purchase price includes a Phase II and Phase III environmental study, survey and title work prior to closing on the site. Purchase and sale agreement allows for six months of due diligence. Closing could occur as soon as all tenants have been removed from the site. By statute, one year will be allowed for removal of all tenants.

The Audit Subcommittee recommended of approval of the project.

The Department will provide an update on this project by March 2004. \$3,040,000 of BOB funds have been budgeted for this project.

HD/NIB MOTION 03-63

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK LAND ACQUISITION - KEYSTONE TRAILER PARK PROJECT; FURTHER RECOMMENDING THAT \$2,840,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: D. MARKO
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES; L. de ROSA

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

- Land acquisition for future fire station at 749 NE 79 St.

Appearance by Fire-Rescue Chief Tom Flores.

The Department of Fire-Rescue is requesting that the BOB approve a \$500,000 allocation of Bond funds re this project. The appraisal for this project came out at \$400,000. The seller has agreed to demolish, cap the sewer line and remove all structures and debris and clear the site of encumbrances. The \$500,000 would cover the cost of acquiring land (\$480,000) along with the costs for surveying, environmental reports and title insurance (\$20,000).

The Audit Committee recommended approval of this project at its September 18, 2003 meeting.

9. Grand Avenue – Professional Services for Streetscape Improvements.
10. Brentwood Village – Professional Services for Streetscape Improvements.

CIP Director Jorge Cano reported on the Grand Avenue and Brentwood Village Streetscape Improvements Projects.

Grand Avenue is also a People's Transportation Plan Project of Dade County. The City will receive approximately \$2 million from the County for this project. A joint participation agreement was approved by the County Commission on March 16, 2004. The project went through the Citizens Independent Transportation Trust Subcommittee on March 22, 2004 and will be in front of the full board on March 31, 2004. Bidding process is anticipated to commence at the beginning of April 2004 and construction to start around August/September 2004.

The scope of the Brentwood Village Project is being revisited. The main reason is that the Risk Management Department provided feedback concerning issues relating to parking and ADA compliance.

11. Little Haiti Park Land Acquisition Parcels 55,56,57,58 & 93.

Report by Madeline Valdes - Dept. of Economic Development. The City currently owns Parcels 55, 56, 57 and 58. Regarding Parcels 93 and 94 (Keystone Trailer Park), the owner is in the processing of clearing the sites and removing the tenants. There is a one-year statutory period in which the owner has to complete this effort, so closing is not expected until sometime in January 2005.

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

Report by Madeline Valdes - Dept. of Economic Development. Closing has not occurred on this site. An issue exists with respect to a previous contract that is being contemplated in court. The property owner had a previous contract for sale. He advised the City that the contract had expired. However, the purchaser re that contract for sale placed an injunction against the site until the issue is determined by a court of law. Once a determination is made, the City can proceed with closing.

DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 06/22/04 DISTRICT: 5
NAME OF PROJECT: Little Haiti Park Land Acquisition & Development
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Keith Carswell 305 416-1411/ Madeline Valdes
(305) 416-1461 / Joel Maxwell 305 416-1809
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: \$200,000 (\$20 Million in first Series, total \$25 Million; current estimated balance
is \$15,602,068.
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 - Keith Carswell, Madelyn Valdes & Joel Maxwell-City Attorney

DESCRIPTION OF PROJECT: To retain special counsel for legal services concerning the acquisition of real property through purchase or condemnation for development of the Little Haiti Park Project.
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: 06/22/04
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: Said Acquisition serves as public purpose and is necessary for the construction of the Cultural Components of the Little Haiti Park Project; Directing the City Attorney to use all resources available and to take further actions that are reasonable necessary to acquire said parcels through condemnation

APPROVAL: Robert C. ... DATE: 06-22-04
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

HD/NIB MOTION 04-57

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND LUMMUS LANDING PROJECT.

MOVED: M. REYES

SECONDED: M. CRUZ

ABSENT: R. CAYARD, L. DE ROSA, W. HARVEY; J. MANOWITZ, D. MARKO, J. REYES, R. VANGATES

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

• **Little Haiti Park Land Acquisitions.**

Total dollar amount: \$200,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$15,632,068.

Source of Funds: HDNI Bonds - Little Haiti Park Land Acquisition & Development

Report by: Keith Carswell

Date approved by Audit Subcommittee: N/A

Scope of project: To retain special counsel for legal services concerning the acquisition of real property through purchase or condemnation for development of the Little Haiti Park Project.

HD/NIB MOTION 04-58

A MOTION TO APPROVE THE LITTLE HAITI PARK LAND ACQUISITIONS PROJECT.

MOVED: G. RESHEFSKY

SECONDED: M. REYES

NOES: L. CABRERA

ABSENT: R. CAYARD, L. DE ROSA, W. HARVEY; J. MANOWITZ, D.

MARKO, J. REYES, R. VANGATES

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

UPDATES:

1. Site Furnishings at Jose Marti Park.

Presentation made by Ed Blanco, Parks Department. Project has been completed.