

HOMELAND DEFENSE/  
NEIGHBORHOOD IMPROVEMENT  
BOND OVERSIGHT BOARD  
AGENDA

3-19-07 – 6:00 P.M.  
CITY OF MIAMI  
CITY HALL CHAMBERS  
3500 Pan American Drive  
MIAMI, FLORIDA 33133

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- I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF JANUARY 23, 2007 AND FEBRUARY 27, 2007.**
- II. **OLD BUSINESS:**
- Briefing on Homeland Defense Neighborhood Improvement Program.
- III. **CHAIRPERSON'S OPEN AGENDA:**
- IV. **ADDITIONAL ITEMS:**

HOMELAND DEFENSE/  
NEIGHBORHOOD IMPROVEMENT  
BOND OVERSIGHT BOARD  
MINUTES

1-23-07 – 6:00 P.M.  
CITY OF MIAMI  
CITY HALL CHAMBERS  
3500 Pan American Drive  
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The meeting was called to order at 6:09 p.m., with the following members found to be

**Present:**

Rolando Aedo  
Kay Hancock Apfel  
Eileen Broton  
Luis Cabrera (entered at 6:35 p.m.)  
Mariano Cruz  
Ramon De La Cabada (entered at 6:30 p.m.)  
Luis De Rosa  
David Kubiliun (left at 7:06 p.m.)  
Laurinus Pierre  
Gary Reshefsky  
Manolo Reyes (Vice Chairman)  
Hattie Willis

**Absent:**

Robert A. Flanders (Chairman)  
Walter Harvey  
Jami Reyes

**ALSO PRESENT:**

Commissioner Angel González, District 1  
Rafael O. Diaz, Deputy City Attorney  
Gary Fabrikant, CIP Department  
Danette Perez, CIP Department  
Zimri Prendes, CIP Department  
Lionel Zapata, CIP Department  
Marcel Douge, CIP Department  
Ed Herald, CIP Department  
Ed Blanco, Parks Department  
Teri E. Thomas, City Clerk's Office

January 23, 2007

I. **APPROVAL OF THE MINUTES OF THE MEETING OF DECEMBER 15, 2006.**

HD/NIB MOTION 06-33

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF DECEMBER 15, 2006.

MOVED: M. Cruz  
SECONDED: L. De Rosa  
ABSENT: L. Cabrera, R. Flanders, W. Harvey, J. Reyes

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

II. **UPDATES:**

1. Juan Pablo Duarte Park Water Playground

Ed Blanco, Parks Department, reported that the project was previously before the Board on December 26, 2005, one day prior to the Department's pre-bid conference with the contractors for the park, which Mariano Cruz was invited to. The pre-bid conference was held on December 27, 2005. There was only one bid for the project on October 26, at \$599,000. There is only \$260,000 available for the project, so that bid had to be thrown out. The project scope is currently being scaled down in hopes of going out for bid one more time. There were some shortfalls in the building renovation project so it is on hold. The Department is considering using the funds from the splash park for the building renovations if a successful bid is not received for the splash park.

Gary Reshefsky requested an accounting at the next meeting of the Juan Pablo Duarte Park Water Playground.

2. West End Park Water Playground

Ed Blanco, Parks Department, reported that the renovations of the pool building and pool are currently underway and will probably be open before the summer. The funding of the splash park had to be reallocated to complete that particular project, so the splash project cannot be done.

Gary Reshefsky requested information regarding what other municipalities in Miami-Dade County are doing regarding splash parks; further, he requested an accounting of the funds for the splash parks in the City of Miami. Vice Chairman Reyes requested that the Department add any other projects with funding shortfalls to that list.

Vice Chairman Reyes stated that if the Department wants to scale down the project, then they should come back before the full Board and the Commissioner of the district where the park is located.

3. Glen Royal Parkway Project

Lionel Zapata, CIP Department, reported that the project has not started construction. A full blown set of plans will have to be developed to take care of drainage that is required as part of the scope of the project. Everything else is already taken care of. Once the project gets started, it should go very quickly, about 30-45 days from beginning to end; about 45-55 days until closeout. The project is well within its budget. The proposal already came in. A PO should be issued within two weeks.

#### **4. Fairlawn Storm Water Pump Station Project - Phase IIA**

Ed Herald, CIP Department, reported that construction began in January 2006. Ninety percent of the storm drain pipe is already laid in through the neighborhood streets. Currently, the last of the pipe is being wrapped up along 7th Street that's going to tie into the pump station on the south end of Antonio Maceo Park. The structure for the pump station itself is complete, and the remaining work effort consists of completing the storm drain pump and all the mechanical and electrical work. Construction completion is anticipated by April 2007. The project should be finished within budget.

#### **5. Armbrister Park Recreation Building Improvements**

Marcel Douge, CIP Department, reported that the project is currently under construction and is approximately 45 percent complete. The construction completion date is estimated for April 2007. The project is within budget.

#### **6. Dorsey Park Building Renovation**

Marcel Douge, CIP Department, reported that the building has completed design, fully permitted. The Department is currently in the process of selecting a JOC contractor for the construction. The project is within budget. The project estimated completion date will be established once the contractor is on board.

#### **7. Morningside Park Recreation Building Improvements**

Marcel Douge, CIP Department, reported that the building design is 95 percent complete, but there is an issue with the Class II Permit. The project is on hold because there have been some objections from the neighbors to the addition of the building.

Gary Fabrikant, CIP Department, stated that a public meeting will have to be held at the site to determine all of the neighbors' concerns and reservations about the project and then work out the issues.

#### **8. Lummus Park Recreation Addition & Renovation**

Marcel Douge, CIP Department, reported that the building is fully dry run permitted and a contractor has been selected for the construction portion. The project scope has to be reduced to meet the budget. The project estimated completion date will be established once the contractor is selected, which should take place within the next month. The project will take about nine to ten months to complete.

#### **9. Williams Park Improvements**

Vice Chairman Reyes: Now Williams Park Improvements. That's yours too, Marcel?



Marcel Douge: Yes, still mine. Williams Park is also fully dry run permitted; design is completed, but also on this project, we have a serious short fund for construction, so it's on hold and shelved.

Vice Chairman Reyes: This is another project that we're short on funds?

Mr. Douge: Yes. We're short on funds to build the scope.

Vice Chairman Reyes: Is this a project that it was budgeted a long time ago, two years ago?

Mr. Douge: Yes.

Vice Chairman Reyes: Then we have the same problem again.

Gary Fabrikant: This is one of the projects we did not -- you know, as I said, we've met with the Parks Department and we continue to meet with them to identify what projects go forward. This, I believe, is -- will be -- may be one of those ones that actually does get built and then we go from there to see what other ones we can do, but there is a shortfall.

Vice Chairman Reyes: Shortfall of how much?

Mr. Douge: On five projects that we have identified.

Gary Reshefsky: What's the shortfall on this one?

Mr. Douge: I don't have the exact number, but I know the project's approximately \$500,000 shortfall. The design scope came out to 1.2, 1.3 million.

Vice Chairman Reyes: And this is one of the original projects that were funded about two or three years ago, right?

Mr. Reshefsky: It says 2005.

Vice Chairman Reyes: It's not that long ago.

Eileen Broton: I just want to make sure -- did the Commissioner know which ones were going to be left behind and which ones were going to move forward? Was it determined -- was she involved in the decision about --?

Mr. Fabrikant: No. At this point in time, the decision is made by the Parks Department, and then it will be up to the Parks Department to notify the Commissioners of which projects they selected, and that -- those decisions are just being finalized now, so at this point, nobody has been notified yet until we finalize which projects they'll be.

Vice Chairman Reyes: Yes, ma'am.

Hattie Willis: My question is I want to know is it possible for us to find out the actual procedure of how you determine which projects are going to be moved forward, how you're going to find the money, and which ones are going to be cut back and changed because,

right now, I'm feeling the insecurity of the unfairness that I know happened with my community park, whereas they were shrinking the project because of the dollar size, and I'm thinking that all of the communities are important and all of the children are important to me, so my thing is, who do we talk to talk or how do we find out, as the committee, what is the process for this because what I'm hearing is it may and it may not, and we don't know how it's going to be done, and our Commissioner wont know, and the Parks director is going to take the lead on who is going to be shortchanged and who is going to be increased upon, and I don't think that's fair to the community, so how do we keep abreast of that?

Mr. Fabrikant: The policy is relatively simple. CIT manages the end result. The choice is made by the department. What happens in these cases is we go -- in this case, with the Parks Department, where they have a shortfall on five projects. We go back to them and say you have a shortfall on five projects. You can't build all of them. Which ones do you want to build? The decision is left to the department to make. This is at -- it's occurring with the Fire Department, the Parks Department. The ultimate decision on which parks or buildings are chosen is up to the individual department. We will then, based on those decisions, CIT then proceeds, you know, with implementing the construction. The decision is --

Ms. Willis: So the question --

Mr. Fabrikant: -- made by the --

Ms. Willis: -- is how do we, as the community leaders and the people have to respond back to our communities, find out which parks are going to be funded, which are not, and what are the changes going to be made? What should we do? Because we're concerned constituent citizens and people that go back to our community and say this is what's going on. How do we find out --?

Luis De Rosa: Let me ask a question to the attorney. Can I ask the attorney a question?

Vice Chairman Reyes: Please.

Mr. De Rosa: Is there a legal situation involved? I mean, people sign contracts and I'm assuming -- is that the case? I mean, is there a legal ramification that we can --?

Rafael O. Diaz: It's a matter of budgeting. There's not enough funds, and there's no contract involved.

Mr. De Rosa: But when the contract is signed, the funds are in place, aren't they?

Mr. Fabrikant: There are no signed contracts --

Mr. Diaz: There are none.

Mr. Fabrikant: -- for construction. There're no signed contracts for construction.

Mr. De Rosa: Really?

Mr. Fabrikant: Before construction is started, we get -- under the JOC program, we've gotten prices. Based on those prices, we have determined there's insufficient funds for the

project. There are no con -- no legally binding contracts in place where they've given award to proceed on a project, so --

Mr. De Rosa: That might be the problem.

Mr. Fabrikant: -- it's strictly a budget issue.

Kay Apfel: I'm listening to all of this with a lot of interest because it sounds like to me there's a serious problem when these projects are designed in the budgetary process, and you're getting estimates from contractors or you're getting firm prices from contractors, but no contract is being signed. Is that what I understand?

Mr. Fabrikant: That is correct, but you have to remember, these budgets were developed years ago and were insufficient when they were developed to begin with.

Vice Chairman Reyes: But they were updated.

Mr. Fabrikant: Pardon me?

Vice Chairman Reyes: They were not updated, right?

Mr. Fabrikant: They were what? No, they were not updated before we went out on a project. Those were the budgets for the project. We then went out and get pricing, and the pricing is firm, fixed price for the project. Based on that, we then make a decision of whether or not to award that contract for that work to a contractor. Because they submitted a price does not guarantee them the work, and what's happening is we are then making a decision not to award that work, so there's no issue of a legally binding contract or award.

Vice Chairman Reyes: OK. Yes, sir.

Mr. Cabrera: Maybe Ed can help answer this question. What other -- I understood it was five, so maybe I was mistaken -- what other project, if it's not five, which specific -- by name, which of the five, six, ten, projects that have not been allocated for funding yet -- and to answer my constituent's question -- what is the selection process that you're deciding on what projects are going to get chosen?

Mr. Blanco: I'm just getting back to Ms. Willis's question about the procedure of choosing which parks we go forward with and which not, and we understand your concern and the community's concern. What the director was trying to say -- the way the director was trying to make the decision is we looked at the parks projects that we have now and which parks we have made some improvements in. For example, let's take a look at Williams Park. Williams, we have a brand-new shelter there that we built. It cost us a great deal of money. We have walkways. We did field improvements. We did a vast other improvements at that park in the last couple of years, so the decision not to move forward on that one because we were shortfall was based on the fact that we have done major improvements to that park before, and as opposed to Henderson, which we have done absolutely nothing, so the director decided to go ahead and move forward with that particular park as opposed to the Williams, and the other parks are the same way. We took a look at -- try and look at the ones that have had some improvements done to it so it's not to ignore the parks and say we're ignoring the community. No. If we've done improvements to certain parks here but

we don't have the money to do this one, let's move on to the next one, and that's the way the parks are being done.

Ms. Willis: Let me -- I need to finish my question to you because now you're there. You know I worked closely with you guys, and I want everybody up here to understand that because I think that no one up here understands exactly what's going on but me because I've had a situation with this. The Little Haiti Park project, as an example. We're going to discuss that. The Little Haiti Park project was allocated \$25,000 by the bond --

Mr. Blanco: \$25 million.

Ms. Willis: -- I'm sorry, \$25 million, and \$4 million to build the building, OK. As time went on, it's just what they're saying, costs went up. As the project went forward, what the Parks decided to do, which was totally inappropriate, without any knowledge to the people or the community was to shrink the building and shrink the project, which would not have even sufficiently took care of the children and the community. The building was going to go from - - I think it was 4,800 square feet to 1,100 square feet. By me being so involved in my community, I found out aware about the project, and what I'm saying to you guys is, if you're not on top of this and you're going back to your community, your projects is not only going to not get funded, but they're not going to be pushed forward, so what we're saying to you, Ed, is how do we find out the process and keep on top of it so that we can go home and tell the people in our community, like he's saying, what is going on. That's all we want to know is the process and how do we get involved, you understand? Because this is smoke and guns and mirrors. Most of these things don't even have the pretty pictures yet, Ed, and I know this. They haven't even had design -- you understand, guys, there's been no design.

Mr. Cabrera: Ed, which of the projects have not been so far that you're aware of?

Ms. Willis: On here, on this list.

Mr. Blanco: I don't have it -- all them with me, and I can tell you right now that they're underfunded -- some that are underfunded, from what I understand, of course, Williams, Duarte, Morningside, are three of the parks right now that have shortfalls.

Vice Chairman Reyes: OK, yes.

Mr. De Rosa: Ed, let me just ask -- maybe just take it --

Mr. Blanco: And, of course, Roberto Clemente's the other one.

Mr. De Rosa: You know I was going to --

Mr. Blanco: And that's a big shortfall.

Mr. De Rosa: Let me ask you a question. That building --

Mr. Blanco: Yes.

Mr. De Rosa: -- I know we allocated, I think it was \$800,000, right? Is that true, Gary? About \$800,000, Ed? What's the status now with that \$800,000 in that building.

Mr. Blanco: We need to identify more funds for that because what has to be done is build a brand-new building basically, as you know.

Mr. De Rosa: So that's going to be a white elephant for a year --

Mr. Fabrikant: Well, what it comes down to is the discussion with the Parks Department has been you have "X" number of dollars available to you. The cost for the five parks far exceed the available budget. Which parks do you want to move forward with?

Mr. De Rosa: But let me ask you. The money that was set aside for Roberto Clemente, is it still in place or has it been shift over somewhere else?

Mr. Fabrikant: No. As I explained earlier in a number of previous meetings, the only money that has not -- all the money for Roberto Clemente has been shifted, except the money necessary for a redesign of that project. All the other money has previously been reallocated, as has been stated in previous meetings.

Mr. De Rosa: That's probably the real reason why that building hasn't been renovated.

Vice Chairman Reyes: OK. Mariano.

Mariano Cruz: Yeah. I have a question for CIP. Of all these names that I see here, how many people remain with the City? How many of these people are gone already? Because one I thing I see is whenever there is no continuity in a project you have a lot of problems. You know, paper will get displayed, and I see -- I know Blanco is here, but of all these other names you got here, any of those still with the City?

Vice Chairman Reyes: We have had a lot of -- a great turnover of people here, Mariano.

Ramon De La Cabada: I just want to understand -- you know, I'm still -- like, this is like my third meeting, so are we basically paying for design for something only to find out that we can't afford to build it? Shouldn't we figure out whether we can afford to build it, then design it? You know, I'm not a politician, so I'm a little off.

Vice Chairman Reyes: Yeah. It seems that was the policy.

Mr. De La Cabada: That makes absolutely no sense to me.

Vice Chairman Reyes: That's very good.

[Later...]

Gary Reshefsky: Gary, I'll try to be brief, but Gary, you said that some of this stuff was costed out years ago. That was the term you used, "years ago." This one -- if I'm reading this, this is July 2005, which is about a year and a half ago, somebody estimated costs. Is that correct?

Mr. Fabrikant: On which park?

Mr. Reshefsky: This is Williams Park. The one that we're on.

Vice Chairman Reyes: Williams Park.

Mr. Fabrikant: On Little Haiti Park?

Mr. Reshefsky: No, no. I'm not talking about Little Haiti Park. Williams Park.

Mr. Fabrikant: Williams Parks, it was updated at that time. That is correct. We already knew that was the available dollars we had, you know, when we did the budget. That's what was estimated. By the time the design was finished, we go out to get the pricing, a year goes by --

Mr. Reshefsky: But I want to understand that timeline because we are owed an explanation here and so is the community when we go out and spend this much money. What is the timeline? When did we find out it was \$500,000? In a year and a half? That's ridiculous. We're renovating a parks building. I mean, we're not building concrete skyscrapers here. I don't understand, so I'd like to have a timeline of that, of what -- when we found out the prices on this project went through the roof. I'd like to know that, and the second thing -- question is, number one, who did the estimation of this? A firm did this or a City employee did this?

Mr. Fabrikant: The total dollar amount is either updated by the project manager or it was from the original budget, and I'd have to go back and --

Mr. Reshefsky: It says production phase here. Somebody was paid \$78,000. I assume we spent that money already; is that correct? The City spent that money.

Mr. Fabrikant: What page are you on?

Mr. Reshefsky: Page 2, Williams Park project analysis form, presented to -- prepared April, revised July 20, 2005. It says \$73,000 was paid to somebody. Were they the ones that did the cost estimation?

Mr. Douge: That was for the design fees for the consultant.

Mr. Reshefsky: Design fees.

Mr. Fabrikant: The design fees have been paid, yes.

Mr. Reshefsky: OK, so who estimated the cost of the project?

Mr. Fabrikant: Well, the consultant has to give us an estimated cost during design.

Mr. Reshefsky: Who's the consultant on this project? Who did this? Was it a City employee that did this or was someone paid as part of this to estimate a cost?

Mr. Fabrikant: This pro -- OK, I can tell you right now who did the analysis to come up with the pricing. It was a gentleman by the name of Jorge Saenz, who hasn't worked for the Department for about a year and a half, almost -- maybe about a year and a half.

Mr. Reshefsky: OK, so a City employee did the cost estimation.

Mr. Fabrikant: They do a cost estimate based on the pricing they get, typically, from a consultant. They'll get a pre-proposal during --

Mr. Reshefsky: Who's the consultant?

Mr. Fabrikant: Pardon me?

Mr. Reshefsky: Who did he get -- who was the consultant? Is that the guy who makes the JOC book?

Mr. Douge: No, no, the architect.

Mr. Reshefsky: The architect, OK.

Mr. Douge: The firm is called Architechnics.

Mr. Reshefsky: OK, so Architechnics designed the project and gave Jorge a cost estimate. That's who gave the --

Vice Chairman Reyes: Can I interject a question there? Are we paying those consultants too?

Mr. Douge: Yes. We have to pay those consultants.

Mr. Reshefsky: OK, so Architechnics, who gave us the price, was paid \$78,000 for this project already. Is that correct?

Mr. Douge: Yes.

Mr. Reshefsky: We've already given them that money.

Mr. Douge: Yes --

Mr. Reshefsky: OK.

Mr. Douge: -- progressively, as they --

Mr. Reshefsky: OK, so is that the only money that has been spent on this project, Williams Park, is the money we gave to --

Mr. Fabrikant: For design.

Mr. Douge: For design.

Mr. Reshefsky: For design. What other money has been spent on this project that's coming out of bond dollars?

Mr. Fabrikant: Just the -- right now, the design money. That's all.

Mr. Douge: The design money. There's nothing on construction.

Mr. Reshefsky: That's it, so \$78,000, we're out. If we stop right now, we're out \$78,000?

Mr. Douge: Yes.

Mr. Reshefsky: And that's -- that goes for the same for any of these five projects that you're talking about of getting -- of not doing them, right?

Mr. Fabrikant: Let me clarify. We're not necessarily out the \$78,000 either. We may be able to come up with funding eventually from other sources; could be from impact fees; it could be from a future bond --

Mr. Reshefsky: Well, that's the solution that we really need to be hearing because we're -- I mean, this is -- I mean, I just think it's unacceptable -- and the City Commission needs to really have this conversation if they're going to waste bond money on design fees and not build the projects. I mean, there's other things you can do. You can scale down a project and phase it, and at least use some of this design money, but to just put all these projects on the shelf, which is what everybody was racing to do to spend that phase I money, when this whole Board was saying that's not a good idea. Don't do it until you know you have the money to build the stuff, but everybody was saying no, no, no. We're going to get the money. It's going to be fine, and now you're coming back --

Vice Chairman Reyes: There was a question always that was asked by this Board is every time that a project came before us, are you sure that this is within budget and if you have enough resources to finish this project? Yes. Every time we have a yes answer.

Mr. Reshefsky: When did you learn that you were \$500,000 over budget on this project?

Mr. Fabrikant: The issue you have here -- when CIP was established about three and a half years ago, the City was already well behind in its spending of bond dollars and had to, as quickly as possible, get projects out there to design, and that's what happened, and at that time, we went with the budgeted dollars available, and as these projects were designed and came to fruition, we found they far exceeded the bond -- the available budget. Now for the second bond issuance, will that happen? My answer is it should not happen because we've been very careful. We've had the time that we didn't have under the first bond issue to make sure the budgets were correct, so we didn't have a shortfall. We are covering a lot of shortfalls in the second bond issue dollars where we didn't have monies available due to poor budgeting of the previous -- of the first phase.

Ms. Apfel: Well, I'm going to just jump in here, OK? You know, we are always looking at that sheet that tells us how much money is in the first issue, how much has been spent, how much has been left, so either we haven't been given good numbers or something. Then the last thing I'm going to say, when I look at something -- this Williams Park. This is not complex, complicated building here. I mean, it's just really renovating is what it is, and you know, we had certain things like the police, you know, bathrooms, which were chemicals and, you know, had to be chemical approve -- you know, approved for chemical warfare, whatever, and this is -- and then when this comes in \$500,000 over what the original budget, -- \$1.2 million is what you're basically saying it is, just to renovate some kitchens, to add some rooms for maintenance equipment, I mean, I really get very, very concerned.

Mr. Douge: There is a major expansion -- there is an addition to the building. It's just not renovation. There is a major wing, an addition to the building incorporated.



Ms. Apfel: Well, you adapt to bring it into budget.

Mr. Cabrera: I want a motion to the Board that we prepare a report to the Commission because I can sense the frustration. I mean, it -- and that we clearly state in that report to the Commission what our concerns are, what our goals and expectations were, and what changes we would like to see in order for us to be able to move successfully as a board. I am tired, and I will not continue to entertain this type of foolishness, basically.

Vice Chairman Reyes: OK. There is a motion on the floor. Is there a second?

Ms. Willis: And I second.

Vice Chairman Reyes: Second. It's open for discussion. Restate the motion.

Rolando Aedo: I mean, simplify the process. We can have a resolution tonight, and it doesn't have to --

Mr. Cabrera: Well, I think that we should meet and put together a, you know, detailed report because we got to go back, and it's not just this part. Whatever the Board feels that we're not getting results on and we're not moving forward -- for example, the Clemente issue with the park that they spent over \$300,000 to determine it was infested with bugs, and then they got to tear the thing down and there's no money now. I mean, everything that this Board, you know, is not content with that we want to set goals, objectives, make recommendations, and so on, to prepare a report to this Commission on behalf of the Board and for us to be able to present that. I think we need that in order to be able to continue moving forward as a Board because, right now, we're just doing the song and dance back and forth and we're frustrated because we're getting numbers and figures that are not --

Vice Chairman Reyes: OK. I do understand our frustration and what everybody wants to do and we want to send a message to the City Commission that we're frustrated and that the -- we want some answers on why some projects were underfunded and all that. I don't think we need a motion for that. What we -- I think what we -- I mean, a resolution or anything for that. What we need to do, I think, is to just meet -- certain members should meet and, point by point, draft some sort of a letter or resolution, or whatever, and --

Mr. Aedo: And present it at the next City Commission.

Vice Chairman Reyes: -- present it to the Board or at the next City Commission.

Mr. Cabrera: I think if we pass it as a motion, although it may not be necessary --

Vice Chairman Reyes: OK, fantastic. There's a motion and we have to vote on it.

Mr. De La Cabada: We're still having discussion on the motion. Let's get to the point of what are we trying to do here. I think -- I haven't heard a response, and I'm still ignorant to the question that Gary asked, which I think is valid. How do we get to the point that you're so off on your numbers? And I think that's what we're frustrated about because the fact that we're off on the numbers is the fact that we're under budget, and so what is the process that requires the City to spend \$78,000 to determine they're not going to be able to build the project. I can do that over lunch, you know, and these aren't complicated things that are 50

floors. This is -- you know, and I understand your point, sir, that you're saying, well, there was an -- yeah, but you weren't ambushed with that information. That information was provided to you as part of the overall bid, and I just -- we need to figure out why this is happening and then tell the Commission.

Vice Chairman Reyes: I think that I have a suspicion of what happened and Gary said part of it. I remember that we were short on the amount of dollars that were assigned to projects, and we were going to be penalized because we had to meet certain amount by the bond issuers, and since we were going to be penalized, what happened was that CIP, or whoever it is, the Administration, they started -- the panicked, and they started bringing projects and projects without properly analyzing, which is wrong. I'm not excusing them. They shouldn't have done, but I think they bit more than what they could chew, and as a result of that panic is that some of these projects that we have now were never -- the costs were never recalculated. They were never updated, and they were presented to us, and we accepted them in good faith, but we find now -- now we're finding out that they were not properly calculated.

Mr. De La Cabada: With all due -- it goes beyond that. It goes back to his point. I mean, in a year and half worth of time --

Vice Chairman Reyes: No, no. That was -- I know it goes beyond that.

Mr. De La Cabada: You're off by \$500,000 and we paid somebody -- so -- did we pay five projects at 78 a clip? So we paid over three -- this is \$400,000 --

Vice Chairman Reyes: Ramon, what I'm saying is the following. I know that is totally wrong. I'm not excusing anybody.

Mr. De La Cabada: Oh, I know you're not.

Vice Chairman Reyes: I'm totally -- I mean, I'm more upset probably than what you are because we were -- I was here and I was voting all along in favor of that, but the problem is that that is why they -- we are in this predicament now because the Administration started bringing projects back and forth, I mean, by the dozens, in order for us to meet the required assignment of funds, and that was totally -- probably is the most, I would say, unprofessional thing to do.

Mr. Reshefsky: Manolo, I think that we should vote on the motion --

Vice Chairman Reyes: Sure.

Mr. Reshefsky: -- and I'm just discussing -- bringing something up for discussion. I think that there are some remedies that we need to come up with. I think this Board needs to be proactive and be a tool for the Administration to us and not someone who's just going to fire questions at them because there are some very serious systematic problems that are going on here, including the fact that some consultant got paid money to estimate a cost here less than a year ago, and there's -- so I'm going to support the motion when the vote's called.

Vice Chairman Reyes: And I think that presenting our grievances to the City Commission, it's a good start, and I agree with Gary and Ramon saying this goes way beyond what's happening here today. It's a precedent that was placed by having all of these projects that

are -- they are not properly funded, and we got to stop that. That precedent have to be stopped. OK. We have a motion on the floor, and I think we're ready to vote. All those in favor, say "aye."

The Board Members (Collectively): Aye.

Vice Chairman Reyes: Opposed?

HD/NIB MOTION 06-34

A MOTION TO PREPARE A DETAILED REPORT OUTLINING GRIEVANCES THE BOARD HAS WITH BOND-SPONSORED PROJECTS, TO BE PRESENTED TO THE CITY MANAGER AND THE CITY COMMISSION..

MOVED: L. Cabrera

SECONDED: H. Willis

ABSENT: R. Flanders, W. Harvey, D. Kubiun, J. Reyes

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

Vice Chairman Reyes: OK. Now I want -- we have a motion that we're going to prepare a document, right? That document's going to be prepared and it's going to -- what we're going to present to the City Commission is all our grievances and it's going to go point by point by point, every single grievance that we have, OK, and why we are so frustrated. Now who is -- or who volunteers to be --?

Mr. Reshefsky: The Audit Committee.

Vice Chairman Reyes: Oh, the Audit Committee. OK. We should -- then we should turn this into the Audit Committee to prepare this document that is going to be presented to the City Commission.

Mr. Aedo: Again, but with the Audit -- and I agree, and the Audit Committee has been and always will be open to all board members. It's just -- it's a second opportunity for us to meet individually, but it really is going to require some well thought-out words and phrases in a very formal fashion and put together and presented. In fact, I don't think this Board has been addressed by the still-relatively-new City Manager, but I do think that -- at least -- and I think it should be presented to the Commission, but we should also use it as an opportunity to meet personally with the City Manager because we haven't had the pleasure, and ultimately, the buck stops with him, as well as with the Commission, so -- and I think he would want that. He would -- I think we owe it to him to meet with him before we go in front of the Commission, so Gary, what would be -- what would you suggest would be the most appropriate way to meet with the City Manager on this issue?

Mr. Fabrikant: Either the Chair could contact and notify the -- or I could notify the City Manager that the members of the Bond Oversight Board --

Mr. Aedo: And perhaps the Audit Subcommittee, if he wants to join us for that. Maybe he can join us for the Audit Subcommittee meeting. I mean, I suspect the majority of the Board will be there.

Ms. Apfel: Well, I think that, as being cochair of the Audit Committee, I think we need to get our ducks in a row. We need to know exactly what we -- and then we meet with him, and I think that --

Vice Chairman Reyes: That is something that you all on the Audit Committee should work out amongst yourselves.

Ms. Apfel: So why don't we just call an Audit Committee meeting, and then it's open to anyone who wants to be there, and we will start the process.

Vice Chairman Reyes: OK. Now we have to move forward.

Ms. Willis: I just want to say when this meeting -- to make it productive, I think it should be the Parks director and the people from CIP, whoever he's saying that's a part of this, so that we can ask the questions.

Vice Chairman Reyes: Yes. This meeting -- before this meeting takes place, Danette will -- I mean, he will let Danette know who do you want there and she will --

Ms. Willis: OK, great.

Vice Chairman Reyes: -- summon them.

Mr. Aedo: But just for clarification's sake, because this meeting is literally to compile our grievances and -- so I don't necess -- I think we know what our grievances are at this point, and for the staff to present what we're asking them to present is almost what the response to the grievances would be because I -- I mean, I've got enough to craft a three-page letter as it is. I do suspect that the meeting that you're envisioning, which is, in my mind, a response to our grievances, where they -- the staff would need to present detailed answered to the questions being raised and responses, so I don't think we're going to accomplish it all in one meeting because I think a large portion of that is going to be OK, you know, what are the grievances.

Ms. Apfel: Exactly. We need to know exactly what we're presenting.

Vice Chairman Reyes: Listen, I think the Audit Committee is the one that should -- that you organize this and you decide what they're going to do and when they're going to do it, OK, and invite whoever they want to invite.

[Later...]

Mr. Aedo: Just as a last procedural issue, regarding this Audit Subcommittee, again, I would ask that everyone, and on behalf of my cochair -- I'm sure we want as much involvement as possible, and I don't know how procedurally -- and counsel may have some suggestions. For those that can't attend the Audit Subcommittee, which I would like to schedule within the next two weeks, at the most -- for those that can't attend, are they able to forward, if they wanted information included to consider for this document that we're

preparing but can't attend the Audit Subcommittee, is that something that they would e-mail to Danette and Zimri to then forward to us? Is that the appropriate way to do that?

Mr. Fabrikant: Correct. You -- the Audit Committee or whoever wants the information would have to give in detail what specific information you're requesting through Danette, and we will provide that information.

Mr. Aedo: Again, and I would counsel my colleagues, in terms of detail, there's going to be plenty of opportunity for requesting detail, and I think it's inevitable, but what I'm envisioning -- and again, I want the Board to buy into this -- is almost in a resolution format where we're actually hitting some major grievances that we have, and we've actually identified several of them today.

#### **10. Gibson Park Improvements – Phase II**

Marcel Douge, CIP Department, reported that the project is currently under construction, about 25 percent complete. The construction is estimated to be completed by October 2007.

#### **11. Shenandoah Park Improvements – Phase II**

Marcel Douge, CIP Department, reported that the project is currently in design. He reported that there are no funding issues with this project.

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

#### **IV. ADDITIONAL ITEMS:**

- Request for Little Haiti Park Update

Laurinus Pierre requested information regarding the Little Haiti Park Project.

Gary Fabrikant, CIP Department, stated that an update on Little Haiti Park will be provided at the next meeting.

- Roberto Clemente Park Update

Luis De Rosa requested information regarding improvements at Roberto Clemente Park.

Gary Fabrikant, CIP Department, stated that part of the projects that were included as part of the bond was a renovation to Roberto Clemente, which was a closed facility. An architect was hired to renovate the facility, not just to replace the roof. The architect of record does due diligence. That means they inspect the facility. They do not do destructive testing. They do not rip down walls. They do not rip down ceilings. To do that is cost prohibitive on any project. They did their due diligence, as any design firm would do and designed the project. The project was bid out through the JOC program and pricing was obtained for the project. The project was then awarded and the work proceeded. Only during demolition, extensive, destructive demolition to the facility was it determined that there was extensive termite damage that would only be seen when you tear apart a facility. That resulted in an analysis by the structural engineer that the building could not be renovated for the cost estimated. The issue was

looked at with the Parks Department. The cost difference between renovating the original building and building a new facility is minimal. The time frame for designing a new facility versus revisions to the contract drawings that would be required is minimal. This is what happened with this project. It is an unfortunate situation, and it's not the only building that this has been discovered in. This results from an extensive amount of deferred maintenance for years throughout the City. A lot of this damage cannot be found until work is actually started on the facility, and this has happened at Athalie Range and several other facilities where, during construction, hidden conditions are found which can substantially increase costs. It's unfortunate that at Roberto Clemente the amount of extensive damage found resulted in the need for a total renovation of the facility or a new facility. It's not cost effective to try to renovate the facility as it exists.

When questioned by Luis De Rosa whether a renovated building could be built for \$800,000 of that size, Mr. Fabrikant stated that the building could not be built for \$800,000. The cost would be 2 to \$2.5 million.

HD/NIB MOTION 06-35

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: R. Aedo  
SECONDED: R. De La Cabada  
ABSENT: R. Flanders, W. Harvey, D. Kubiliun, J. Reyes

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

HOMELAND DEFENSE/  
NEIGHBORHOOD IMPROVEMENT  
BOND OVERSIGHT BOARD  
MINUTES

2-27-07 – 6:00 P.M.  
CITY OF MIAMI  
CITY HALL CHAMBERS  
3500 Pan American Drive  
MIAMI, FLORIDA 33133

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

**Present:** Rolando Aedo (entered at 6:22 p.m.)  
Eileen Broton  
Luis Cabrera  
Ramon De La Cabada  
Robert A. Flanders (Chairman)  
Gary Reshefsky  
Jose Solares

**Absent:** Mariano Cruz  
Luis De Rosa  
Walter Harvey  
David Kubiun  
Laurinus Pierre  
Jami Reyes  
Manolo Reyes (Vice Chairman)  
Hattie Willis

**ALSO PRESENT:** Mary Conway, Chief of Operations  
Rafael O. Diaz, Deputy City Attorney  
Gary Fabrikant, CIP Department  
Danette Perez, CIP Department  
Zimri Prendes, CIP Department  
Teri E. Thomas, City Clerk's Office

February 27, 2007

- I. **APPROVAL OF THE MINUTES OF THE MEETING OF JANUARY 23, 2007.**
  
- II. **HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT SERIES I & SERIES II FUNDING PRESENTATION.**

Chairman Flanders: There have been some questions, particularly, with the newer board members, about how the Bond Oversight Board works. We've been in existence for four years. We were created to return integrity to the City and -- or -- I'm sorry, integrity to the process and trust to the City. We are about to go out and get the second tranche, that is, to say the hundred million of the \$255 million that was passed five years ago, and the concerns that were evidenced in the last Bond Oversight Board meeting will be addressed here tonight, and I think that you'll be very pleased with the focus coming from City staff, and as we mature as a board, it appears that we're asking the right questions. Mary.

Mary Conway: Based on some of the feedback at the previous meetings, we just put together an overall summary presentation that we'd like to review. We wanted to just briefly give the Board an update regarding the current expenditures to date as far as the bond proceeds in the first series, \$155 million, that the Chairman just mentioned, the total commitments of those dollars to date, to discuss a little bit some of the reasons for the funding shortfalls on various projects that have been brought before the Board, to talk about how we plan to address the shortfalls regarding reallocations of the second series of the Homeland Defense Bond proceeds, and then talk about some of the next steps and the action plan from the standpoint of what our timetable is right now in meeting with bond rating agencies and being prepared to go to market to sell the bonds for the remaining \$100 million. As of the data that we're able to pull from the automated system at the end of January, the City has spent just under \$120 million of the first series bond proceeds, and on average, over the last two and a half years, we have been spending the proceeds at about a \$3.5 million per month average consumption rate. As far as the total commitments of the dollars, of the \$155 million plus some interest proceeds that had accrued, the vast majority, over 90 percent of those dollars have been committed, meaning that we have them actually on an active purchase order, on an active contract with a vendor, so we've completed the design plans for projects, and we have them under contract with a construction contractor, and for the remaining, roughly, \$14 million balance, we, within the next probably 30 to 60 days, will have the remainder of those dollars under contract, and the only reason that they are not already under contract is due to some of the funding gaps that we will address with what we're proposing with the reallocations. Let's talk about the funding shortfalls briefly, and this is a subject that we've discussed previously with the Board. At the beginning -- and we put up here inadequate or insufficient project scopes. At the beginning, there were concepts for projects, but they were not necessarily when a dollar amount was linked to them, and I'll use the police college or the police training facility as one example. In the original bond referendum, the police college was estimated at \$10 million. However, at that time, a site had not yet been identified for that facility, and once a site was identified, once an architect was under contract, once the City began work and efforts on that project and we got into a much more detailed scope development, we realized that \$10 million was going to be insufficient to be able to complete that project as conceived and to meet the basic needs that the Police Department had identified for the project. I can assure you that, again, using that project as an example, from where we started once we had an architect under contract and we were actually developing a detailed scope,



where we started was actually if we could design a facility that would meet all needs, what would that be, and that was a much larger facility than what's proposed right now. That was -- a scope was developed; a cost was developed associated with it, and then we realized that that was far beyond the available budget and we needed to start scaling back to what the minimum requirements would be. We've also, as different projects developed, get requests either through the community or through our elected officials to modify the scopes of some of the projects. Something that may have been envisioned or conceived four or five years ago, the needs in the community or the desires for a certain park facility or a project may have changed or evolved over time, and we get requests to go back and revisit the scopes. We do that and there are cost elements that are associated, so some of the funding shortfalls and the funding gaps are attributable to scope changes, and in addition to not necessarily having the most developed scopes at the beginning five years ago when the bond was conceived, when you don't have as accurate and detailed a scope, you obviously don't have an accompanying cost estimate that is as accurate or detailed either, so that is a contributing factor. One thing that has been a very, very significant contributing factor has been the significant market escalation that we've seen in the South Florida and the Miami marketplace over the last several years, and that's based on the fact that we have such a significant amount of construction underway simultaneously that we're all competing for the same resources, and it's a situation of supply and demand, and we are seeing competition for materials; steel, concrete, other basic materials, competition for the same labor pool, and that is something that has affected the cost that the City's paying, just as it's affected the cost that the County is paying, that the State is paying. You may or may not recall that when we discussed this last year at one of the meetings -- and it's something that I had also shared with the City Commission when we presented the capital plan to them a year ago -- which was, for the first time in history, that the State, at the Department of Transportation, was not able to preserve their five-year plan. It wasn't just that they weren't able to add new projects when they looked at developing their new capital plan, but they had to shift projects that the previous year were part of a funded five-year plan out because the bids that were received when they went to the marketplace for projects were so much more significantly higher than what was originally envisioned, so that has had a significant impact also. We have also seen unforeseen conditions with some of the projects. In some instances -- Grapeland Park, as an example, once we began doing the geotechnical investigation and the soil testing for the project and coordinating with DERM, we realized that we had soil contamination. We had ash material, and at the end of the day, to remove that material from the site and be able to move forward and develop the project added approximately \$9 million to that project. We have other projects -- Roberto Clemente Park is another example, whereas we've moved forward and gone out and done some destructive testing of the building itself, we've realized that we have such extensive termite and roof damage that the structure's beyond repair and not salvageable, and we're in a situation where we've had to stop a project. We will have to regroup. We're now in the process of going through a solicitation to hire an architect because, on that particular project, we will end up having to demolish the existing structure and build a new community center in that park building, so there have been some things that have not been anticipated that have come up. In other instances, somewhat limited, affecting fire stations, and primarily, the Little Haiti Park project, where we've had to deal with land acquisition. Originally in the bond, the Little Haiti Park project was identified with a cost estimate of \$25 million. The project was conceived out of a master plan study that was envisioning a recreational component for the park and a cultural component for the park. Once we began doing the land assemblage, we were able to successfully negotiate sales with a lot of the property owners; with several of the

other property owners, we had to go to eminent domain proceedings. The cost that's involved with the willing seller versus going through a taking is significantly different, and that has affected costs, so there have been a variety of very valid reasons that we have seen cost fluctuation on projects. On some of the smaller park projects, where we've been modifying an existing park building or providing a small new building, what we've been able to do is when we have gotten final plans in place, we have a project permitted and we've gotten in the actual bid information, if we exceeded the budget to an extent, we've been able to go through a value engineering exercise and modify elements of the project without having a significant time impact, without having significant redesign and additional permitting costs. We've been able to make value engineering changes and bring projects back within budget, but in other instances, we have not been able to do that, so we are now in a situation where we're going through an internal evaluation and looking at those projects that are still very valid. They're projects that we want to advance, but now we're going through the exercise of looking at how we can reallocate proceeds from the second series of the bond to be able to cover those funding gaps and advance and complete the projects.

Rolando Aedo: Mary, is it OK if we jump in and ask --

Ms. Conway: Of course.

Mr. Aedo: -- a few questions along the way?

Chairman Flanders: Do you mind or do you --

Ms. Conway: Not at all.

Chairman Flanders: -- would you like us to wait? And actually, I was --

Ms. Conway: Not at all.

Chairman Flanders: -- going to -- I made a mistake. I was going to ask Gary to give the preface to this since he drove the Audit Subcommittee today, he and Eileen and Laurinus, but Laurinus isn't here. Gary, do you have anything to -- before we actually get into the meat of the subject?

Gary Reshefsky: Just really brief, the last Audit Committee meeting we had, we really had quite a long gripe sessions, a venting session, concerns. What we tried to do today was figure out how to prioritize everything that we talked about at that meeting so we could take some steps to get to some solutions to our concerns, so I think that's where this summary from tonight came from. It's really a start, and I've got some questions for Mary, as well, like Rolando does, but I'll wait.

Chairman Flanders: OK. Well, certainly, it was a very constructive meeting earlier today, in which, actually, I -- Pepe, was it your first Audit Subcommittee meeting?

Jose Solares: Second.

Chairman Flanders: Your second, OK. All right, Mary. If, you know, you're going to entertain from the floor and, you know -- just go.

Mr. Aedo: Mary -- and I, unfortunately, couldn't make the Audit Subcommittee meeting, so perhaps, some of this was addressed there. In terms of the reasons for the funding shortfall, if you look at it as an aggregate amount and whatever that amount is, and if you would look at the six bullet points, what values would you assign, roughly, on a percentage basis in terms of the reason for the shortfall. I know you mentioned significant local market cost escalation. Would that, in your professional opinion, represent 30 percent, 40 percent of the overall shortfall? Without being overly specific, I think it's going to help us, and perhaps, the viewing audience, to get a better handle in terms of what the -- you know, what drove these shortfalls.

Ms. Conway: Sure. Without trying to tag a percentage to them, I would say that the two largest contributing factors -- the most significant and the largest contributing factor would be that we didn't have as precise of scopes and accompanying cost estimates five years ago, when projects were originally envisioned, and I don't think that that's a failure. I think that scopes and cost estimates that are developed at a planning stage when we have yet to have public involvement, we've yet to solicit detailed input from elected officials, from the residents of the community to be able to come up with a detailed understanding of what we're trying to accomplish or develop, whether it's in a street project, or in a park project, or for a facility, that has been a significant contributing factor. The other equally significant contributing factor has been the market escalation. Now some of the other things, from the standpoint of unforeseen conditions or dealing with escalation of land values or contamination, those types of things, I would say that all of those, probably an aggregate, are maybe 20, 25 percent of the total rationale or reasoning behind the shortfalls and the funding gaps. The bulk of it really is attributable to initial scoping and cost estimating, which is not unusual, and the other really is the fact that we've seen such significant market escalation over the last several years.

Mr. Aedo: Mary, the follow-up to that -- because I can -- I think most people, including myself, can relate to the significant local market costs escalation, but the scoping issue - - and again, I don't want to dominate this conversation, but it seems that, in many cases, we were so far off, and the impression was that the scope being or concept in process was done fairly haphazardly or maybe -- you know, and perhaps, in a vacuum, that they were nowhere near realistic, and notwithstanding the fact of the local market cost escalation, notwithstanding the fact that there hadn't been a public process, but the impression at times was that these were not even close, and it -- again, the impression being that whatever these amounts were, whether it was the police training facility or Little Haiti Park, here we are approving -- or not approving a project, but asking the voters to vote on a critical project, and the allocation, arguably, didn't even cover land acquisition fees, so it seems that there was a big disconnect in some of the scopes, especially in these larger projects on what was allocated on the bond originally, and what, ultimately, these projects are going to cost us, and then to give you another item to respond to is, what percentage of the shortfall can be attributed to projects that were cancelled? So we made significant investment in projects and spent, in some cases, perhaps, a couple hundred thousand dollars, and perhaps, cumulatively, and then the project, for a variety of reasons, part of it community input or Commission direction or misdirection, and those projects were cancelled. This -- so this is money that we basically have lost in that process. Now it may not represent a big percentage of the \$150 million plus, but I think it's important for us to, you know -- what was that amount and what did it represent? Money that we will never recover, but notwithstanding, has a domino effect because it took money away from other projects and definitely contribute to the overall shortfall.

Ms. Conway: Certainly, and we'll put together a report in detail that we can bring back either next month or the following. That's the smallest amount. Of the top of my head -- and we talked about a few of these earlier at the Audit Subcommittee -- we had the fuel dock project. That's a project that has been tabled based on the Coconut Grove Waterfront Master Plan moving forward. Other than that project, we have had projects like the tennis facility at Bryan Park, where there were very differing positions on the size of the building, the number of courts. That project hasn't been scrapped. The monies for that project were stopped and the monies for that project were shifted to the second series to allow us to continue to try to get resolution within the community to downscale the size of the building, alter the number of courts that were proposed, so a lot of the projects where we had issues, they were tabled for -- and they were stopped from proceeding with second series proceeds because we weren't going to be able to get them accomplished and commit and spend the dollars, which is also a significant consideration for us regarding timelines and expectations associated with the bond spending that has implications regarding the City's bond rating, that has implications regarding our leveraging ability and our ability to get better interest rates as we move forward for the next series of the bond, so I mean, off the top of my head, the fuel dock is a project that has been stopped and is not a project that right now we're envisioning that we're going to continue with second series, but the other projects -- I mean, Robert King High is another project that comes to mind where we had discussions about whether we were going to try to colocate the Cuban Museum with the planned improvements and community center building and other amenities that the City had envisioned for that project. That -- those monies were shifted to the second series and that project was stopped or tabled to allow that issue to be resolved. It has now been resolved, and --

Mr. Aedo: One of the projects that comes to mind that -- if I recall -- and my numbers may be off, but it was close to \$100,000 that we had spent designing a daycare center in Shenandoah Park, and at one point, it was deemed a priority, and then at another point, it was deemed that it was not a priority or that we did not want to be in the daycare business. Now in the grand scheme of things, \$100,000 -- I think it was \$97,000, if I'm not mistaken --

Ms. Conway: It's a lot of money.

Mr. Aedo: -- is not a lot of money out of \$155 million bond issue, but it's \$100,000, so I would -- and again, it may have been discussed in detail at the Audit Subcommittee, and if so, I apologize, but I think it's important to clearly identify those projects, and that one being a clear example of where we wasted money, and that's just -- there really is no better way of saying that. In that particular case -- and the other ones, perhaps, haven't been scrapped altogether, but that was extremely painful for us as a committee, I feel, and perhaps, for a lot of staff, as well, but -- and again, I think there was a handful of others. It's not a lot, but those were especially glaring.

Ms. Conway: And we'll put --

Chairman Flanders: Mary, before you answer --

Ms. Conway: -- together a list.

Chairman Flanders: -- that, could I ask you a question? Because I think we all have, actually, in this room attended, it seems like hundreds of meetings for both Miami 21 as well as the Parks Master Plan, and when you add in the neighborhoods waking up and the community input, Commission input, Administration input, you know, and you add that to market cost escalation, land acquisition, so on, so forth, it obviously -- projects are going to be monitored and modified, and you're going to pull the plug. Is it the surprise, the disconnect between the -- in other words, as we approach the daycare project, which I wasn't aware of because I was not at the last meeting, but I mean, is there a mechanism that we can put into place which wouldn't offer so many surprises, but in fact, a little better information on the disposition of a particular project?

Ms. Conway: Let me answer that question going forward and looking forward because right now what we're going to talk about when we start discussing the next slide is going to be where we are right now, not projects that have been scrapped or there's been a conscious decision not to proceed, like the daycare and the fuel dock project, but other projects where we do have a gap and how we plan to address that, and that's really what we're talking about when we talk about this Homeland Defense Neighborhood Improvement Bond Program. What I would talk -- what I'd like to talk about is what my recommendation would be for the City as we move forward, which is, in the future, when we're contemplating another bond program, whether it's through a voter referendum or it's through leveraging existing City revenues -- and I'll talk about one of those in a moment -- what we should be doing is setting aside money upfront and not waiting for the first of the bond monies to flow into the City and having money set aside upfront so that we are developing detailed project scopes, detailed project cost estimates, soliciting more detailed input from elected officials, from the community. We have gone through an exercise like that in anticipation of one of the next street bonds, and that's something we're going to talk about in a few slides when we talk about next steps, but there are two bond issuances that the City is working on right now where we expect to go to market in the next few months; one is for the balance of this bonds proceeds, the remaining 100 million; the other is for half of street bonds, and with the streets bonds, we have very detailed information that identifies the projects, their scopes, their cost estimates, when those dollars would flow out on a month to month basis, so we have done a lot more detailed upfront preparation work so that on day one, when we receive those proceeds, we're prepared, and I think that's what we should be doing every time we're looking at going out for a bond, which is starting with what we did with this bond program, which is doing the brainstorming, coming up with ideas, coming up with what we would like to do if we were to go and request the voters to approve projects, and then once we solicit that input, then investing a little bit more time and money to take all of those projects to the next step, which would be beyond just a conceptual level, doing a little bit of the upfront work, doing some work checking DERM records, seeing if we are aware of any soil issues or environmental issues, developing more detailed scopes of work, developing more detailed cost estimates, not that we won't still see fluctuations and variations two, three, four, or five years down the line with any bond program, but I don't think that we would see, by any stretch, the magnitude that we've seen with this.

Chairman Flanders: So that the funding of the project would closer match the community's expectations; that there wouldn't be a significant change as the project came close to construction.

Ms. Conway: And we would also have a better assessment of what the actual site conditions --

Chairman Flanders: Right.

Ms. Conway: -- were so that we wouldn't have unforeseen elements in that respect either.

Mr. Reshefsky: Quick question. One of my concerns is the gap between the first series and the second series bonds and are projects currently at risk due to what I would call a long gap of projects that were designed and spent money for design in the first series and now are sitting waiting for construction money in the second series. Are we, right now, at risk with scrapping more projects because of that gap?

Ms. Conway: Not projects that we already made investments on and we've already begun, and not projects that we've identified as high-priority projects, like the police training facility, the fire stations, that deal with public safety concerns, citywide waterfront and projects that are linked directly not only to services, but to revenue generation for the City. In that context, no. What we're recommending is that projects that were initially part of the list five years ago, but that we have not started, in any way or shape, we haven't started design, we haven't started any efforts, that there are projects that were desired or contemplated that we will not be able to do because the \$255 million will have been exhausted to complete the projects that we've already started.

Mr. Reshefsky: I think that's reasonable. You know, it makes sense to me. I just don't know what the policy of the City is -- where the dialogue comes when you decide that the stuff that was on the piece of paper that we gave to the voters five years ago will not be built because other projects got bigger, and I just -- I don't need to understand right now, but how did we decide that Grapeland Park needed nine million extra dollars and we needed to take that money from the Homeland Defense and not from somewhere else? Because I don't remember anybody coming here and saying -- and maybe I just wasn't here. I don't remember, but I don't remember someone saying, OK, we're short \$9 million. Now we're going to take the \$9 million and defund another project that the voters and put it in Grapeland Park. Or, is it coming from one of your other, you know, ten, fifteen other funding sources that the City has access to? Is that where the \$9 million extra money came from?

Ms. Conway: We have not yet advanced any project with a contract or with a purchase order that didn't have funding, so for instance, when Little Haiti Park project, when Grapeland Park, to a much lesser extent, Jose Marti Park, when those projects had issues of expanding scopes, unforeseen conditions, whether it's land acquisition costs, contamination, we did not use any of the Homeland Defense or very limited Homeland Defense proceeds to close that gap. For those projects, we were able to use other revenue sources, impact fees, to a certain extent, but primarily, our share of the County general obligation bond monies, so the decision-making process is actually what we'll be bringing before you at the next meeting, and then what we'll be bringing before the City Commission on March 22 when we present the capital plan. That's when we'll be presenting our list and our recommendations regarding what projects we're recommending be funded based on the investment that's already been made and the commitment that's already been made to complete them, and then, also, for instance, there are several fire station projects where we have not yet begun engineering plans or drawings, so we haven't spent any monies, but we, as part of our recommendations, are recommending that those projects be funded in full, and that we use the second series,

that we use what was committed in the first series in the bond, and that we reallocate monies that were envisioned in the second series to fully fund those fire station projects and to fully fund the police training facility and to fully fund citywide waterfront projects that we have not necessarily yet started but we know are significant priorities to the City for a variety of reasons, so there has not yet been a project that's been brought before you or where we've brought it before the Commission or we've committed dollars that has not come before this group. That's why there's some of the projects -- and I think that's where some of the miscommunication or the -- the miscommunication on our part or the misunderstanding on the Board's part has come into play with some of the concepts of, well, project's been scrapped. That's not the case. Some of the projects that were brought before you last month and in the prior month is when the project manager standing before you, they know that with the monies that are available right now, it's not a fully funded project. That's why a group of us are going through the analysis and making recommendations about how we can reallocate monies so that we can close those gaps and those projects can proceed, so what we expect to be doing is coming before you next month presenting what we recommend with the reallocations, then subsequently, presenting that plan to the Commission, and then the following month, we'll be coming back to the Bond Oversight Board, assuming those reallocations have been approved, and we'll be requesting that those projects move forward because they will then have become fully funded projects.

Chairman Flanders: Ramon.

Ramon de la Cabada: Yeah, and your explanation, I mean, up to this point, sounds very reasonable to me, particularly, as to bigger projects because there's just too many things to take into consideration, and it's hard -- I do have a question on how we get that first initial number, but it sounds to me like maybe that was -- wasn't well thought-out. When we come up with an initial number, that then it's going to be way off, but the concern that I have and how it falls into the explanation you've given us to this point is, there were five projects, in particular, where we spent -- I don't recall the projects, but we were talking about how we spent \$78,000 to design or to evaluate a project only to find out that we couldn't afford to do the project, and again, I don't know if this falls within the scrapped --

Mr. Reshefsky: No. We talked about that at the Audit Committee. Mary was actually going to give us a presentation on all the projects that we talked about in the last two meetings tonight.

Mr. de la Cabada: OK, so then if --

Ms. Conway: Right, and I'm not prepared to do that --

Mr. de la Cabada: OK.

Ms. Conway: -- today, but what I -- that's -- that'll be part of the discussion at the next meeting. My expectation -- and I had also forgotten about the daycare center, but the daycare center, the fuel dock, those are projects where the City committed dollars, took the project up to a certain point, spent those dollars, and then something changed and we said no, we're going to stop that project, and that investment is lost. The vast majority of the projects that have been brought before you are projects where we have a gap and the reallocation will close the gap, so we'll be making that presentation to the Board at the next meeting, and then I'll also have a list of the handful of projects that for -

- and with whatever the reason is, that are not moving forward and why, but when you see that, it's less than you can count on one hand. It's very few projects. Most of the projects are projects that, for the reasons described, we have a gap and we need to address reallocation of remaining bond proceeds to be able to complete those projects and then see what we have remaining to continue to advance new projects that we have not yet started, not new projects that weren't on the list because they're all projects that were originally envisioned to be implemented as part of the bond program, but ones that we may not necessarily have started yet.

Chairman Flanders: Pepe.

Jose Solares: A couple of minutes ago, you said you were going to recommend some projects to continue on the expenditure. You said there's an investment -- the City already made some investments on it, and you are recommend to continue on. Who's telling me that you're not going to find unforeseen conditions? Has anybody really gone over and see, really analyze the project, or you're just going to go ahead and say we want to continue with this project because we have spent "X" amount of dollars and we want to go ahead and continue on? Is this just a black hole we're going to --

Ms. Conway: No.

Chairman Flanders: Pepe, can I ask you to speak a little closer to the mike? Thank you very much.

Mr. Solares: OK.

Ms. Conway: The question really was is this going to continue as we move forward, and the answer there, for the most part, is no because the projects that were coming back before you are projects that we have final plans, we have the projects permitted, but when we've gotten the prices for the projects, the money that we have budgeted right now is not sufficient to complete them, so these are not projects where we're at a concept stage. These are projects where we have actual detailed engineered plans, signed and sealed plans, permitted through the Building Department, the other regulatory agencies; we've had them priced with contractors, and we have a gap. Those are ones that we're ready to begin construction if not for addressing the gap.

Mr. Solares: What I'm saying, they're not going to find no soil conditions in there? They're not going to find something unforeseen? This bid that's coming back from the contractor, it's not going to have additions in it and you're going to come back and say later on, we need another million, \$2 million, \$3 million? There's any kind of --

Ms. Conway: No.

Mr. Solares: -- control?

Ms. Conway: I mean, you know, there's always unforeseen, but are we envisioning the magnitude? Absolutely not. The projects that we have done now where we have engineered drawings, we've done soil testing associated with them. We have site surveys. That's all part of the plans packages that have been developed, that have gone through the permitting department, that have gone through the regulatory agencies, so those are projects that are ready to go. Now when we get out -- and let's suppose we're



doing a renovation on a building. When we get out on site and we pull down a wall, if we see something behind it that doesn't comply with the electrical code and we have to make a modification, could that happen? Yes. However, every one of the projects that we bring before the Board, we include a nominal contingency amount in anticipation of those types of occurrences. We don't expect in any significant way to have to come back to the Board beyond that.

Chairman Flanders: You know, I think a little historical perspective is well in order, particularly, for the new members on the Board. When this bond project was pulled together, it was pulled together in a very short amount of time. The City had actually only had \$10.5 million in capital improvements for about 15 or 20 years prior to this three hundred and -- or \$255 million being passed five years ago. I don't know if it was Commissioner Winton or who discovered that the City's bonding ability had grown during the years that the City didn't float any bonds. I do remember, however, that the City Manager was Carlos Gimenez; the Parks director was Mr. Ruder, and that they hit the ground running in terms of cobbling together what was actually sold to the voters. I do not think -- I mean, obviously, we pointed out that the process was somewhat flawed, and we've been building on that foundation ever since. I do not see -- I think we are moving on now, and I don't see this happening in the future, and I think that it's been a wonderful thing, quite frankly, an opportunity that the Board has pointed out that, obviously, we need to review the process and we're simply not going to go there in the future. Pepe, in answer to your question, Commissioner Winton said half a loaf is better than none. We could have actually gotten twice as much money, but we didn't have any time. The City did not have any time to pull together and to do the environmental examination, the structural examination, nor, really, other than to go to the various parts of the City and tell the citizens, hey, we're trying to improve your parks. We're trying to do this. There was not a lot of time for the community's input. Now I don't think that's going to happen in the future.

Mr. Solares: Yeah, but I was looking at the reasons for funding shortfalls. A little while ago, you mentioned about having the money upfront so we can make a better study to make a better decision. I don't think the significant local market cost escalation, throwing money in there is not making a difference.

Ms. Conway: No. You can't control that.

Mr. Solares: So that's -- all I'm saying, it seems that you went ahead and identified six bullets here. I don't think money's going to take care of the six of them. Significant local market cost escalation. You could actually go ahead and, you know, advertise somewhere out of Florida, out of the state, or maybe get some contractors here, so what I'm saying, by throwing money in there, it's not going to go ahead and say, well, that's going to take care of this.

Ms. Conway: No, but I think --

Mr. Solares: But it's money upfront because there is money here.

Ms. Conway: -- that what we do have the benefit and knowledge of right now is that I don't think anyone, four or five years ago, could have foreseen and anticipated the construction market that we find ourselves in right now and the development and the building boom market that we find ourselves in right now. Now, hopefully, what we're

going to see trending over the coming three, four, five, six years, is certainly stabilization, and we've already started to see that, and possibly, a little bit of correction in the market itself, so when we look at estimates right now, we're basing our estimates on what are the current market conditions right now. I don't think any of us expect to see the type of spike from five years ago to last year or this year that we saw to occur from this year going forward. I think, if anything, we see leveling and a destabilization. I don't think we're ever going to see ourselves necessarily go back to the price points and the market that we had four and five years ago, but I don't expect us to continue to see the significant spikes year to year that we have seen in the last one, two years.

Mr. Solares: I'm not going to guess on that one, but there are very good reports out there that actually goes ahead and take a look at the whole country, and you can go ahead and make some kind of decisions out of there.

Chairman Flanders: Pepe, you really need to speak into the mike --

Mr. Solares: Oh, OK.

Chairman Flanders: -- because the rest --

Mr. Solares: I'm sorry.

Chairman Flanders: -- of us can't really hear you that well.

Mr. Solares: OK. There is different reports out on the market that you can actually go ahead and make decisions out of that --

Ms. Conway: Yes.

Mr. Solares: -- but what I'm saying, you know -- what you mentioned up here, the money, I said there is different things not only throwing money upfront on it that can go ahead and help us or throwing less money in. Bottom line, it seems to me we should actually go ahead and try to save as much as we can to do as many projects as we can, and not just go ahead and say, from the first group of project, you can pass them to the second one, then we run out of money on the second one, and they're not going to get built. That's all I'm saying.

Ms. Conway: And I don't disagree with that, but where we are right now is -- we're past that point with this bond program. We had decisions that were made. We have projects that have defined scopes, that have designed plans, that are permitted, that are ready to go out the door, and what we're trying to do is get those finished, and then, as we look forward, we'll definitely be more prepared than we were when we assembled this bond program, but I think the Chairman had some very valid points, and I think the City was successful in the conception of this bond and in advancing it, but as we move forward, there certainly have been lessons learned. If I might, I would like to go through the last few slides.

Luis Cabrera: No. Let -- go ahead. I'll be -- I'll wait.

Ms. Conway: On the next slide, we've already talked about reallocations. Basically, we're looking -- and this is not -- this is a first pass. This isn't detailed, and we're

working through the details over the course of the next week or so, but we are estimating -- and when we say shortfalls, we mean based on all of the projects that have started, whether it's the police training facility, the fire stations, park projects that are designed, completed, ready to go, we've gotten them priced and we have a gap, that we may have up to \$78 million that needs to be addressed. As far as the prioritization, the Homeland Defense and the public safety projects, the police training facility, the fire stations are projected that we're committed to fully fund. We're also looking at priority projects, whether that's citywide waterfront, tied to revenue generation, or other priority projects, and then, of course, what we've already discussed, which is any projects where we have already completed design and development that we want to see all of those projects fully completed, and we'll be able to talk about this project specifics in much more detail at the next Audit Subcommittee and the following Bond Oversight Board meeting because we will hand you the spreadsheet and the report and the package that'll include all of the recommendations from the Administration. As far as action plan and next steps, we will be finalizing the recommended reallocations, bringing them before the Board, and then bringing them before the City Commission at the March 22 meeting. By our financial integrity ordinance, we're required to have the capital plan approved by March following the approval in the -- earlier in the budget year of the operating budget for the City, so to satisfy that requirement, we will be on the March 22 agenda. We have already had meetings and are continuing to have discussions with the City's financial advisor, and basically, the purpose of that is to develop the details and the logistics of the future bond issuance, and the future bond issuance is the remaining \$100 million of this -- from this bond program, and then we are also looking at another bond not tied to voter referendum, but utilizing existing City revenues to advance some of our street infrastructure, flood mitigation, drainage projects. Right now, the time frame for that, we have established a rough schedule and a time frame as far as the next steps when we will have the bond rating agencies in town, when the City will be meeting with the bond rating agencies, getting the latest bond ratings right before we go to market, and our current timetable is that we are looking at late May/early June to have gone to market and to have closed the sales of the new bond proceeds. That's really the overview presentation, and I know there was a question at the end, Luis.

Chairman Flanders: I think an item that was brought up during the Audit Subcommittee meeting had to do with operation and maintenance --

Ms. Conway: Yes.

Chairman Flanders: -- and I see that in this you have a new project analysis form and have -- that's been added as a field?

Ms. Conway: It has not yet been added as a field to this form, but it will be added --

Chairman Flanders: Right.

Ms. Conway: -- and then we will be prepared to go through the form in detail and walk all of the board members, including the new board members, through exactly how we come up with the estimates and how we prepare the cost estimates, but based on what we had discussed earlier at the Audit Subcommittee, we will be amending the form. We just didn't have the time from 1 o'clock --

Chairman Flanders: Right.

Ms. Conway: -- to this evening, but we will be amending the form so that it is on this form, but what we do annually, in conjunction with the update of the capital plan, and you'll see this -- and we'll bring, to next month's meeting, a copy of last year's capital plan so that you'll see the tab and the section in that document that summarizes all of the projected operating and maintenance costs associated with the capital projects.

Chairman Flanders: This is a major step forward for this Board, and it's actually, since the Board's inception over four years ago, we have been asking what's the fiscal impact to the City's budget, so that means that before we consider advising the City Commission on a particular project, we will have more than a rough idea of what is the impact to the bottom line of the City budget once the project is finished, and I just -- you know, obviously, that's a huge improvement over where we've been.

Mr. Cabrera: Done?

Chairman Flanders: Yeah. Luis, did you have some questions?

Mr. Cabrera: Yes, I did. I have the floor?

Chairman Flanders: Yeah.

Mr. Cabrera: Thank you very much. I had a couple of concerns, and it was brought up in the last Audit Committee. I, respectfully, don't agree with, you know, some of the previous discussion that we got into the reasons for funding shortfalls. I think the Board was very, very concerned with, you know, the planning and the managing of the projects and the way they were laid out from the beginning and the way they continue to be laid out. In your presentation, you discussed -- you got into the police training facility; that when the project was first estimated, it was estimated at \$10 million. We were aware of that. I don't see where -- how, you know, this Board or the citizens of Miami can be blamed for something like this because this is something that should have been better estimated, and I know this was before your Administration and prior to the CIP board coming on, but it's a concern, especially when we discussed in these meeting numerous times that the former -- the current police facility, back about 20 to 30 years ago, was -- the -- cost over \$20 million to build, and you know, this training center, we were looking at a budget of \$10 million, and we -- obviously, 30 years down the line, construction costs have risen, other costs have gone up, and you know, it wasn't reasonable. Ten million dollars is not reasonable to build a training facility, and that was discussed over and over and over and over and over again in these board meetings, including to the effect of where is the money going to come from. Numerous times the different projects -- different recommendations were brought up; the projects were changed from a -- from, you know, training the citizens on homeland defense with the feds to know, you know, working with the kids, and I mean, I think that everybody on the Board agrees, including that -- I mean, that's a much needed project. It's a project that was -- the main focus -- police and fire were the main focus of selling these bonds to the citizens, the homeland defense bond, and we're here four years down the line, and I know we're still -- we're starting to move forward with that. I know the Chief has said that they're ready to break ground and everything's ready to move forward, and I'm actually really, really happy because this is going to be a positive thing for the entire community, but the fact that the pricing -- you know, the estimation on the pricing was off, I mean, it's not something that appeases any of us because I think we should be better pricing these issues when we

bring them in front of these -- the bond and to the citizens and so forward. The other issue is, you know, you were saying that, for example, unforeseen expectations of pricing that when we priced these items out, that then they come out at a higher cost because materials have gone up, and we've discussed this over and over and over on the Board that the cost of material, concrete, metal, I mean, five years ago, hasn't changed, or four years ago, when this Board was here. I mean, we all knew it; we discussed it. Land was extremely high; we discussed that. We knew we were going to be paying more, including with this police training center. We asked where -- you know, where's the shortfall. I think I brought that up. I think you said that it would come -- whatever wasn't met through grants and funds and so on would be met through the general budget, and that was discussed. Back to the material cost, I just -- I -- you know, as planners and managers, I just can't accept an explanation that, you know, we -- it happens, it's unforeseen. How can we say that's unforeseen? I really -- that's something that doesn't set right. Clemente Park, with the -- you know, going in there and then after you -- we tear the building down and really look, we find out that there's termite damage or faulty wiring. I mean, it's an old building. If we didn't preplan for that, if we didn't expect these conditions, if we didn't prepare contingency plans for these, I mean, we didn't plan well. We didn't manage it well. The Shenandoah daycare, these are projects -- in Clemente Park, I think we spent, before we went in there and tore the place up, tore the walls up to find out that we couldn't do anything else because of the termite damage, I think over \$300,000 were spent. I guess, in the daycare, I found out, \$100,000 were spent. That's over \$400,000, and I don't even know what was spent with the Grapeland Park issue before. I don't -- you know, before we either decide to move forward or if they're going to get additional bonds money or what they're going to do with that project, but how can we not plan for these things. I -- and we're spending -- prior to seeing what's really going on, we're spending money on consultants and engineers and all these other costs, and then we say, oh, my God, we can't move forward, and the dollars can't be recovered, and I think that's something that hasn't set well with this Board. Scrapping other projects -- I heard that tonight -- for -- to supplement overruns, I mean, which community is going to be affected? Have we gone back to the community? Who's going to decide this? I mean, these are things that don't sit well. The Little Haiti Park. I mean, we went over and over. I can't believe I heard tonight that we couldn't -- eminent domain, we didn't expect that. Oh, my God, we talked about that every meeting, and that we didn't think that these things would come up. I mean, I don't know. I can't believe I'm hearing that, and then that we're expecting unforeseen expenditures with Little Haiti Park. I remember sitting here and asking how are we going to pay for some of this if we're spending all this money with all these engineers and so on? How are we going to pay for the equipment that we need in there and all that? We got into that and we talked. I mean, we talked this Little Haiti Park issue to death, and to hear that \$25 million is a lot of money and that we're going to be at a shortfall is remarkable.

Chairman Flanders: Luis, you have a specific question that --?

Mr. Cabrera: No. I'm just outlining my concerns --

Chairman Flanders: Right.

Mr. Cabrera: -- and those are my concerns, and those are the concerns of the Audit Subcommittee, and these were concerns that myself and the Board shared at that subcommittee and that we moved a motion for it that we want to bring this forward on -- if it cannot be resolved, so that's basically my concerns. Thank you, Mr. Chair.

Chairman Flanders: Thank you. Thank you, Luis.

Ms. Conway: That concludes the information that I had to present. We will be back before you with the recommended reallocations. We will also put together a listing of the few -- obviously, any more than zero is too many, but of the few projects that we did advance to a certain stage and have cancelled. The vast majority of the projects where there's been, I think, a lot of the discussion or the confusion that have come before the Board will be addressed through the reallocation, but we'll be able to have more detailed discussion of that at the coming meeting. There is one other thing that we wanted to share with you that has -- that I think the Chairman mentioned before that has to do with some of the planning efforts, so that, as we move forward, that we are better prepared. We will be holding this Saturday, March 3, at Jose Marti Park, from 10 o'clock to 2 p.m., a public meeting to present the final draft of the Parks Master Plan that Goody Clancy has worked with the City to develop, and would encourage you or anyone else within the City who's interested in seeing that final draft and providing any input to attend that workshop and that meeting, and all the information is up on the screen, but basically, it's 10 a.m. to noon at Jose Marti Park, and then City staff, as well as the consultant that -- I think a lot of you may have already attended the various meetings that have been held throughout the community that have solicited input, specifically, to parks to look at how we can better utilize the existing park space that we have, but how we can also create new park space and new green space within the City.

Chairman Flanders: Right. Well, it looks like we've certainly made a start on clearing the air. In reading the minutes of last month's meeting, I made the comment earlier today, and I'm going to repeat it here. I guess nobody likes surprises, and obviously, there has been a fly in the ointment, a slight disconnect, and it appears, Mary, that you've addressed that fully, and that the disconnect won't be there in the future, and we won't have the surprises. It also appears that, in moving forward and looking forward with the additional monies that will be coming in to the City as we continue our rehabilitation of the City's capital improvements infrastructure, that the process in putting those bond programs together will not mirror the process that put the original \$255 million together. I commend the board members for their concerns, for their articulation of their concerns, and it's -- you know, it looks like we are doing what we're supposed to do, and that is to improve, as we move forward, and I think that's all you can humanly ask of the people involved. We do appreciate your matching the concern by addressing the issues, so -- also, I hope that everybody will come out on the 3rd of March, this Saturday. It is the unveiling of the first ever, in the history of Miami, Parks Master Plan. Goody Clancy is the consultant on that. many of us were highly involved with the input, and if you want to see what your parks are going to look like in 20 years, please show up. Any other questions? Any other concerns?

Eileen Broton: You know, I'm hopeful, but I have to tell you that, you know, I think I've heard a lot of this before, and I'm still just not very comfortable, and I see that the rest of the bond money's pretty much spent, and wonder if we'll -- even the \$100 million will cover what needs to be done, and I just still have -- I'm still just not comfortable. I still think that there's too many disconnects and projects that we paid for, and the other example that I had brought up a while back is \$75,000 that was spent to look at guidelines for the greenway, but nobody implements the guidelines, so you know, meanwhile, we have a greenway that looks pretty uneven and \$75,000 down the drain

for the guidelines. You know, these are just the things that, you know, keep coming up, so you know, I'm hopeful, but you know, just very cautious.

Chairman Flanders: Can we address that, Mary? I mean, can we bring to the next Audit Subcommittee, and then to the full board --? In fact, I'm going to go look and see what you're talking about, take pictures, and find out, again, where's this falling through the cracks, literally.

Ms. Conway: Yes, we can, and I have already reached out to Orlando Toledo so that we can come before the Audit Subcommittee and the full board to discuss the planning and zoning process, the requirements that are put in place as the riverfront -- or the waterfront developments move forward so that we can have more detailed discussion with the Board, and yes, we will certainly do that.

Chairman Flanders: OK. Rolando, I think you had a question, and then, Gary.

Mr. Aedo: Yeah, and I think this is for more follow-up for the next discussion because I know you specifically excluded the Orange Bowl from the shortfall --

Ms. Conway: Yes.

Mr. Aedo: -- and I don't have that figure handy, but there was a significant allocation from the bond issue for Orange Bowl improvements. Was it 16 or 60 million, which one of those? It was --

Ms. Conway: Sixteen.

Mr. Aedo: Sixteen, 16 million, and again, that was a line item from the original offering, and it was agreed, and the voters voted to --

Ms. Conway: Yes.

Mr. Aedo: -- allocated \$16 million towards Orange Bowl improvements, even though, realistically, the Orange Bowl needed dramatically more than that, but the hope is to leverage those dollars to get some more of the improvements, so is -- will you be prepared to speak a little bit more to what the plan is for the Orange Bowl? I know that's kind of a moving target. And number two, based on the recent settlement of proceedings, did any of the dollars that went to that settlement come out of bond dollars, or were those --

Ms. Conway: No.

Mr. Aedo: -- out of other sources?

Ms. Conway: No. Off the top of my head, I don't recall the source, but the settlement did not come from the bond dollars, and yes, we will come at a future meeting and talk in a little bit more detail about the larger Orange Bowl project. I would not like to do that at the next meeting because I think we're going to have a lot to talk about from --

Mr. Aedo: Fair enough.

Ms. Conway: -- the standpoint of the reallocations, but certainly, at the April or at the May meeting, moving forward, we can come before the Board. Now, from the standpoint of the \$16 million, the large portion of that has been spent doing structural repairs and deferred maintenance needs that were absolutely essential. A portion of those dollars also allowed us to move forward with the program management and getting the architecture firm on board so that we could advance the project to the point where we are right now; we could have the much more detailed discussions with UM, primary tenant, and develop the concept and the plan that we have right now, and I'll be more than happy to come back and to have the team come back before the Board and update you on what we're -- where that -- what that project is looking like from the big picture standpoint.

Mr. Aedo: OK, thank you.

Chairman Flanders: Gary?

Mr. Reshefsky: Yeah. No, he helped a lot with that -- those questions on the Orange Bowl. I realize we probably spent most of the money that's in the bond dollars for the Orange Bowl already in repairs, a lot of structural emergency repairs over the last four years. I don't know what the number was, but it's --

Ms. Conway: Yes, and --

Mr. Reshefsky: -- significant.

Ms. Conway: -- as far as the Orange Bowl project -- and we'll go into this in a subsequent -- but there is another \$50 million of general obligation bond monies in the County planned for the Orange Bowl. There are other various revenue sources. We're also looking at possible revenue generation associated with the increased amenities, but we'll be able to come before you and make a more comprehensive presentation in April or May.

Mr. Reshefsky: And just on another subject, I know this is your first meeting tonight in several months here, but we would appreciate if you would come to other meetings. You know, one of our concerns was we weren't getting the senior staff here at these meetings to answer our questions, and there was quite a bit of dialogue last week -- if you read these minutes -- about Williams Park, and it was quite heated, quite frankly, and I don't think our answers have been answered yet, and I'm troubled that we're going to go two months without getting our answers answered -- does that make sense?

Chairman Flanders: Questions.

Mr. Reshefsky: Questions answered, so I think that we really need to -- you know, I know we hit these -- hit you up with these just this afternoon, and you --

Ms. Conway: Yes.

Mr. Reshefsky: -- didn't have time to prepare and you're busy with meetings, and everybody's busy with meetings, so I certainly understand that, but you know, this is money that's ticking away that we spent money on. We really want to see how we're going to solve this problem, and this Williams Park was a \$500,000 issue last month, so



I just -- I hate to wait another month to get an answer. If we can get something in writing, a report, you know, that answers the questions that were in this, that would be helpful to me.

Ms. Conway: As far as -- I don't want to hedge because there were a lot of detailed questions. As much of it as we can, in a relatively simple, clear way, put together and provide back to the Board in writing, I'll be more than happy to do that. There are some of the questions that would generate voluminous information that, rather than forwarding that and having that generate 20 more questions, I'd rather us just be able to give you the information and then explain and walk you through -- some of the questions dealt with usage of consultants, the choice of the contract delivery method for a project, whether it was a hard bid or job order contracting, or a piggyback. Those are things that I think would be a lot more effective, rather than writing that down, if we could explain and go through a dialogue and a question and answer, and there's no reason that we can't -- you know, like we discussed earlier today, that we can't tackle a portion of those at the next meeting, go through the reallocation. Probably the majority of the discussion is going to be associated with the reallocation, and then, over the April and the May meeting, if we need it, go through whatever the remaining items are. I wouldn't think that we'd need to go past the April meeting.

Chairman Flanders: Mary, without putting an undue amount of pressure on you and your department, the next meeting is approximately three weeks away. It's -- obviously, it'll be much quicker than the original date, but if you could possibly develop, just in the next day, a timeline of when you think you might have the information, and then we can schedule the Audit Subcommittee, which, as you know, is a much more informal process and a lot more give-and-take, and we can encounter our surprises and get answers to our questions there so that the full board has the benefit of, you know, those meetings, and I would ask that my colleagues on the board would make themselves available as you develop the information so that way, on the March 19, which is so close to --

Ms. Conway: The 22nd.

Chairman Flanders: -- going for the second tranche, we could have some concrete answers.

Mr. Reshefsky: Yeah. I'm troubled about waiting till April or May to push this --

Chairman Flanders: Yeah.

Mr. Reshefsky: -- analysis. I mean, I think we can spend time in Audit Committee meetings doing this.

Chairman Flanders: Right, right, and if they're willing to dedicate their time, if you could -- and I know your schedule is like a piece of Swiss cheese --

Ms. Conway: Certainly, and then, just to the Board understands, it's not that the intention is not to provide a timely response. It's that we're in the middle of updating the larger capital plan that includes all revenue sources, including this bond, and we're doing that in conjunction with preparing for -- with meetings for each of the bond rating agencies in early April, in going out to market, so there are a lot of behind-the-scenes things that happen to be occurring in the next four to eight weeks, but we'll do the

absolute best we can to provide as much of the information and the answers as soon as we possibly can, and if not by tomorrow and by the following day, I'll have gone through that list comprehensively and put some information on it and have Danette forward that and share that with each of the members, and we'll work together to develop a strategy, and maybe what we can do is, instead of having one Audit Subcommittee, maybe have two Audit Subcommittees --

Chairman Flanders: Yeah.

Ms. Conway: -- one each week, in advance of the next bond meeting or something to try to get as much of the questions answered as possible.

Chairman Flanders: Excellent. Luis.

Mr. Cabrera: Mr. Chairman, these -- this report that you're asking for, is this part of the report that was requested the previous subcommittee meeting?

Chairman Flanders: Well, what it is is a timeline from Mary where she's bringing the information together and bringing it to the Audit Subcommittee so that we/they can crunch it, so that the majority of the discussion is done not at the full board meeting so that we can get -- you know, in other words, we'll have answers.

Mr. Cabrera: My question basically is, the questions that were brought up and the information that was requested at the previous subcommittee, will that be ready on time?

Chairman Flanders: Well, that's what Mary is saying, that we only have three weeks to develop that until the next board meeting, and --

Mr. Cabrera: Right. That was asked three weeks previous.

Chairman Flanders: I understand that. However, we didn't have a meeting until today.

Mr. Cabrera: Because I know that we're working on moving forward today, but I think, as a committee, we discussed -- we want to move forward, you know. I mean, there's no sense in going back and rehashing what could have or should have, but we need to make sure that we address and we look into what the mistakes are so we don't continue with those mistakes, and we need that information in order to be able to, you know, move forward, so basically, that's what we're asking for.

Chairman Flanders: Well, Mary, you gave your assurance, and you suggested two Audit Subcommittee meetings.

Ms. Conway: I think that we probably, unless we want to have a marathon Audit Subcommittee meeting, want to do that to be able to get the information back to the Board prior to --

Chairman Flanders: Right.

Ms. Conway: -- saying that we want to wait until April or have something in May.

Ms. Broton: I would feel, probably, more comfortable if I had more information on a more timely basis, so I think that that may have to be the solution then.

**III. NEW BUSINESS:**

**INTRODUCTION OF NEW BOARD MEMBER:**

- Jose Solares nominated by Commissioner Sarnoff

Chairman Flanders welcomed Jose “Pepe” Solares, nominee of Commissioner Sarnoff, to the board.

Chairman Flanders thanked Kay Hancock Apfel for her sterling service and contributions to the Board.

**IV. CHAIRPERSON’S OPEN AGENDA:**

Chairman Flanders stated that there will be a special Commission meeting held during the next scheduled Board meeting on March 27. Of the two dates available, the Chairman chose March 19 as the new date of the March Board meeting.

**V. ADDITIONAL ITEMS:**

Gary Reshefsky was selected as cochair of the Audit Subcommittee.

1. Better assignment of staff to respond to the Board's questions/concerns at all BOB Meetings. They want an ACM to attend the meetings so they can respond to questions that do not fall under CIT.
2. Members requested a copy of the scope and contract of the professional services agreement with HDR for program management services.
3. Members requested an explanation of the 1.5% JOC Administration – Gordian Group fee.
4. Members requested an explanation why the City has to use JOC.
5. Members requested a list of the no bid contracts.
6. Members want to know if Little Haiti Park Cultural and Soccer projects are on time and within budget. Are there any cost overruns?
7. The Board requested for maintenance/operations funding for completed projects.
8. Members requested an explanation why the City has shut down two parks in the same District/Neighborhood, Grapeland and Fern Isle, at the same time? Who made this decision and is there a process in place to avoid this from happening again?
9. Members requested how much money has been spent to date in design and construction for Roberto Clemente Park until the recreation building project was stopped.
10. Members requested a pie chart showing total dollars spent to date for "real" Homeland Defense Projects i.e. Police and Fire Projects.
11. Members requested a financial report clearly identifying the HD funds expenditures as follows:
  - Total dollars spent by projects – dollars spent for design, construction, CEO Services and administrative costs.
  - HD1 dollars encumbered to date.
  - HD1 dollars spent to date.
  - HD1 shortfalls.
  - Original estimated costs, bid costs and final costs for all projects
  - Projects with cost overruns. Top 25 projects with change orders/cost overruns.
  - List of projects that have not met the completion dates.
  - List of projects that dollars were spent in design and/or construction and later on the City decided not to move forward with them. How much money was spent on these projects that were canceled or placed on hold?
  - They want a report that shows where did the money go and who received the payments on all HD projects.
  - Timeline in pricing a project (i.e. when the design starts until the time it takes for the project to start construction).



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

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

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CITY OF MIAMI  
DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROFESSIONAL SERVICES AGREEMENT

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

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THIS AGREEMENT made this 15<sup>th</sup> day of November in the year 2005 and effective AUGUST 1, 2005 by and between THE CITY OF MIAMI, FLORIDA, hereinafter called the "CITY," and HDR Engineering, Inc., a for profit Nebraska corporation hereinafter called the "PROGRAM MANAGER."

**RECITAL**

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

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

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



**ARTICLE 1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 GENERAL CONDITIONS**

### **2.01 TERM:**

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

**2.02 OPTION TO EXTEND**

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

**2.03 SCOPE OF SERVICES**

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

**2.04 COMPENSATION**

**2.04-1 Compensation Limits**

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

**2.04-2 Payments**

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

**ARTICLE 3 PERFORMANCE**

**3.01 PERFORMANCE AND DELEGATION**

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

**3.02 REMOVAL OF UNSATISFACTORY PERSONNEL**

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

**3.03 PROGRAM MANAGER KEY STAFF**

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

**3.04 TIME FOR PERFORMANCE**

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

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

**ARTICLE 4 SUB-PROGRAM MANAGERS**

**4.01 GENERAL**

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

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

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

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

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

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

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

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

### **ARTICLE 5 DEFAULT**

#### **5.01 GENERAL**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 6   TERMINATION OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 7   DOCUMENTS AND RECORDS**

### **7.01   OWNERSHIP OF DOCUMENTS**

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

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

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

### **7.03   RE-USE BY CITY**

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

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

### **7.04   NONDISCLOSURE**

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

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

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

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

### **ARTICLE 8 INDEMNIFICATION**

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

### **ARTICLE 9 INSURANCE**

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

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

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

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

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

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

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

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

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

an additional insured on both of these coverages.

**9.03-2 Professional Liability Insurance**

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

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

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

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

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

**9.04 MODIFICATIONS TO COVERAGE**

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

**ARTICLE 10 MISCELLANEOUS**

**10.01 AUDIT RIGHTS**

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

**10.02 ENTIRE AGREEMENT**

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

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

**10.03 SUCCESSORS AND ASSIGNS**

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

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

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

**10.04 TRUTH-IN-NEGOTIATION CERTIFICATE**

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

**10.05 APPLICABLE LAW AND VENUE OF LITIGATION**

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

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

**10.06 NOTICES**

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

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

AND

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

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

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

**10.07 INTERPRETATION**

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

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

**10.08 JOINT PREPARATION**

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

**10.09 PRIORITY OF PROVISIONS**

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

**10.10 MEDIATION - WAIVER OF JURY TRIAL**

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

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

**10.11 TIME**

Time is of the essence in this Agreement.

**10.12 COMPLIANCE WITH LAWS**

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



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

**10.12-1 Non-Discrimination**

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

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

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

Jobsite safety is the sole responsibility of the Contractor.

**10.12-3 ADA Compliance**

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

**10.13 NO PARTNERSHIP**

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

**10.14 DISCRETION OF DIRECTOR**

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

**10.15 RESOLUTION OF CONTRACT DISPUTES:**

PROGRAM MANAGER understands and agrees that all disputes between it and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to PROGRAM MANAGER being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed \$50,000, the City Manager's decision shall be approved or disapproved by the City Commission. PROGRAM MANAGER shall not be entitled to seek judicial relief unless:

- (i) it has first received City Manager's written decision, approved by the City Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where City Manager's decision is subject to City Commission approval; or
- (iii) City has waived compliance with the procedure set forth in this section by written instrument(s) signed by the City Manager.

**10.16 INDEPENDENT CONTRACTOR:**

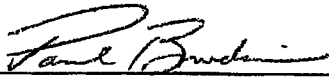
PROGRAM MANAGER has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, the PROGRAM MANAGER shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the CITY, nor any rights generally afforded classified or unclassified employees. PROGRAM MANAGER further understands that Florida Workers' Compensation benefits available to employees of the City are not available to PROGRAM MANAGER, and agrees to provide workers' compensation insurance for any employee or agent of PROGRAM MANAGER rendering services to the City under this Agreement.

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

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

WITNESS/ATTEST

PROGRAM MANAGER, HDR Engineering, Inc., a for profit Nebraska corporation

  
Signature

  
Signature

Paul A. Bowdoin, Sr. Vice President  
Print Name, Title

William H. Wadsworth, Executive Vice President  
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

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

ATTEST:

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

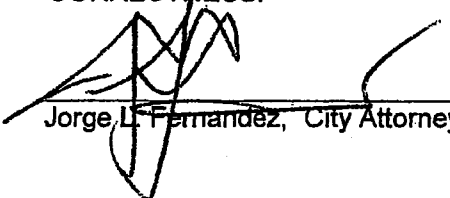
  
Priscilla Thompson, City Clerk

  
Joe Arriola, City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

  
Dania Carrillo, Administrator  
Risk Management Department

  
Jorge L. Fernandez, City Attorney



CERTIFICATE OF AUTHORITY

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of HDR Engineering, Inc., a corporation organized and existing under the laws of the State of Nebraska, held on the 16th day of May, 2005, a resolution was duly passed and adopted authorizing (Name) William H. Wadsworth as (Title) Executive Vice President of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of October, 20 05.

Secretary: Paul Bowdoin

Print: Paul A. Bowdoin Senior Vice President

NOTARIZATION

STATE OF FLORIDA )

) SS:

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 4th day of October, 20 05, by William H. Wadsworth and Paul A. Bowdoin, who is personally known to me or who has

produced as identification and who (did / did not) take an oath.

Judith A. Mack-Adams SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA



Judith A Mack-Adams My Commission DD202841 Expires April 13, 2007

Judith A. Mack-Adams PRINTED, STAMPED OR TYPED NAME OF NOTARY PUBLIC

## ATTACHMENT A - SCOPE OF WORK

### ARTICLE A1 GENERAL

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

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

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

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

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

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

not limited to planning, programming, field investigations, observations, feasibility studies, and other activities that may be required to complete the Annual Work Program and approved Work Orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE A3 PRIMARY SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A3.01-14 Staff & Business Development:** Assist with the development and implementation of staff development programs, and mentor department staff on an on-going, informal basis.

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

compliance with the Americans with Disabilities Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A3.03 CONSTRUCTION ADMINISTRATION**

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

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

**A3.03-2** Visit the jobsites periodically and as needed to monitor construction progress.

**A3.03-3** Review and recommend approval of Requests for Change Orders.

**A3.03-4** Verify that contractors have filed safety and affirmative action policies. However, Program Manager shall not be responsible for jobsite safety or for contractors failure to comply with affirmative action and safety policies.

**A3.03-5** Administer construction contracts.

**A3.03-6** Oversee work of Construction Engineering Observation Program Managers.

**A3.03-7** Devise and implement initiatives and proactively assist contractors in methods intended to minimize potential disturbances to public during construction.

**A3.03-8** Coordinate special inspections including major trades, as requested by the DIRECTOR.

**A3.03-9** Review, monitor and recommend approval of payment requisitions from the contractor and other Program Managers.

**A3.03-10** Monitor monthly construction-related expenditures by the CITY.

**A3.03-11** Coordinate and assist in hosting of periodic meetings at frequencies determined by the Director or Designee with contractors to promote best practices by City and industry.

**ARTICLE A4 SPECIALTY SERVICES**

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

**ARTICLE A5 STAFFING**

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

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

**A5.01 CORE PROGRAM STAFF**

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

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

**A5.02 SUPPLEMENTAL STAFF**

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

**A5.03 SPECIALTY STAFF**

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

**A5.04 STAFFING CHANGES**

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

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

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

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

DIRECTOR's approval shall be in writing for additional or replacement CORE STAFF and for additional SUPPLEMENTAL STAFF not included in the Annual Work Program and estimated to work in excess of 20 hours per month in total. In such cases, PROGRAM MANAGER shall provide a written proposal to DIRECTOR detailing anticipated man-hour and related requirements for the task or activity to be assigned to additional SUPPLEMENTAL STAFF. Where SUPPLEMENTAL STAFF are required on an ad hoc, non-repetitive basis for 20 hours per



month or less in total, the DIRECTOR's approval may be designated by his/her approval of the invoice that contains and specifically identifies such additional staff. Such addition of STAFF shall be duly noted in the Monthly Invoice and Progress Report. PROGRAM MANAGER shall bear the cost of any additional staff not approved by DIRECTOR.

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

## **ARTICLE A6 ASSIGNMENT OF WORK**

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

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

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

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

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

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

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

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

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

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

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

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


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

**SCHEDULE A2. – KEY STAFF**

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

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

**SCHEDULE A3 – WORK ORDER FORM**  
**+ 4 PAGES**

|   |  |
|---|--|
|  | <b>City of Miami, Florida – Department Of Capital Improvements &amp; Transportation</b><br><b>WORK ORDER FOR PROFESSIONAL SERVICES</b> |
|---|--|

|                 |   |  |  |  |
|-----------------|---|--|--|--|
| <b>CONTRACT</b> | <b>CITY CONTINUING SERVICE CONTRACT FOR</b> Program Management  |  |  |  |
|                 | <b>Contract Effective Dates: START</b> _____ <b>END:</b> _____  |  | <b>Contract Number</b> _____ <b>Maximum Compensation \$</b> _____            |  |
|                 | <b>Contract Authorization:</b> <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> City Code Section 18-87(m) _____ <b>Number</b> _____ |  |  |  |
|                 | <b>CITY WORK ORDER NUMBER</b> _____   |  | <b>Prior Work Orders Issued</b> _____ <b>Number</b> _____ <b>Value</b> _____ |  |
|                 | <b>WORK ORDER EFFECTIVE DATE</b> _____  |  | <b>REQUIRED COMPLETION DATE</b> _____  |  |

|                   |                           |  |                                     |  |
|-------------------|---------------------------|--|-------------------------------------|--|
| <b>CONSULTANT</b> | <b>CONSULTANT FIRM</b>    |  |                                     |  |
|                   | <b>OFFICE LOCATION</b>    |  |                                     |  |
|                   | <b>CITY</b> _____         |  | <b>STATE</b> _____ <b>ZIP</b> _____ |  |
|                   | <b>CONTACT NAME</b> _____ |  | <b>TITLE</b> _____                  |  |

|                 |   |  |                             |  |                          |  |
|-----------------|---|--|-----------------------------|--|--------------------------|--|
| <b>PROPOSAL</b> | <b>PROJECT NAME</b> _____   |  | <b>Project Number</b> _____ |  | <b>Client Dept</b> _____ |  |
|                 | <b>BRIEF SCOPE OF WORK</b>  |  |                             |  |                          |  |
|                 | <i>As further detailed in attached Consultant Work Order Proposal</i> |  |                             |  |                          |  |

|                             |   |  |   |            |                             |                             |
|-----------------------------|---|--|---|------------|-----------------------------|-----------------------------|
| <b>COMPENSATION SUMMARY</b> | <b>Consultant Proposal Date</b> _____             |  | <b>Consultant Project Manager</b> _____ |            |                             |                             |
|                             | <b>MAJOR TASKS / WORK PHASES</b>                  |  | <b>DELIVERABLE</b>                      | <b>DUE</b> | <b>FEE</b>                  | <b>FEE BASIS</b>            |
|                             |   |  |   |            | \$                          | Lump Sum, Not to Exceed Fee |
|                             |   |  |   |            | \$                          | Lump Sum, Not to Exceed Fee |
|                             |   |  |   |            | \$                          | Lump Sum, Not to Exceed Fee |
|                             |   |  |   |            | \$                          | Lump Sum, Not to Exceed Fee |
|                             |   |  |   |            | \$                          | Lump Sum, Not to Exceed Fee |
|                             |   |  |   |            | \$                          | Lump Sum, Not to Exceed Fee |
|                             |   |  |   |            | \$                          | Lump Sum, Not to Exceed Fee |
|                             | <b>All Professional CONSULTANT FEES</b>           |  |   |            | \$                          | <b>SUBTOTAL</b>             |
|                             | <b>Allowance For Reimbursable Expenses</b>        |  |   |            | \$                          | <b>Direct Expense</b>       |
|                             | <b>Allowance For Additional Services (if any)</b> |  |   |            | \$                          |                             |
| <b>TOTAL MAXIMUM AMOUNT</b> |   |  |   | \$         | Lump Sum, Not to Exceed Fee |                             |

|   |  |  |    |  |    |  |
|---|--|--|----|--|----|--|
| <b>FUNDING AND INCORPORATED DOCUMENTS</b> | <b>OTHER NOTES</b>   |  |    |  |    |  |
|   | <b>Estimated Construction Cost \$</b> _____  |  |    |  |    |  |
|   | <b>FUNDING SOURCE(S)</b>   |  | \$ |  | \$ |  |
|   |  |  | \$ |  | \$ |  |
|   | <i>This Work Order shall be performed in accordance with the above-referenced Contract, and incorporates by reference all documents described below:</i> |  |    |  |    |  |

|                  |                                     |                   |                                     |              |  |  |                        |  |
|------------------|-------------------------------------|-------------------|-------------------------------------|--------------|--|--|------------------------|--|
| <b>APPROVALS</b> | <b>1. Contract referenced above</b> |                   | <b>2. Proposal referenced above</b> |              | <b>3. Requirements of City Authorization</b>   |  | <b>4. Other (list)</b> |  |
|                  |                                     | <b>Name</b>       | <b>Signature</b>                    |              | <b>Title</b>                                   |  | <b>Date</b>            |  |
|                  | Prepared By                         |                   |                                     |              | City Project Manager                           |  |                        |  |
|                  | Approved By                         |                   |                                     |              | Team Leader Horizontal projects                |  |                        |  |
|                  | Approved By                         | Dianne E. Johnson |                                     |              | Government Affairs and Contracts Administrator |  |                        |  |
| Approved By      | Mary H. Conway                      |                   |                                     | CIP Director |  |  |                        |  |
| Accepted By      | Consultant                          |                   |                                     |              |  |  |                        |  |

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

## CONSULTANT WORK ORDER PROPOSAL

Dear Director

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

### I. GENERAL

### II. SCOPE OF WORK

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

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

### III. SUBCONSULTANTS

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

| SubConsultant Name | Specialty or Expertise |
|--------------------|------------------------|
|                    |                        |
|                    |                        |
|                    |                        |

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

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

Example:

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

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

| SCHEDULE OF WORK |
|------------------|
|                  |

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

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

**V. COMPENSATION**

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

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

**VI. PROJECT MANAGER**

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

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

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





# ATTACHMENT B - COMPENSATION AND PAYMENTS

## **ARTICLE B1 MANNER of COMPENSATION**

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

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

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

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

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

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

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

## **ARTICLE B2 WAGE RATES**

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

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

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

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

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

### **B2.03 CALCULATION**

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

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

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

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

## **B2.05 ESCALATION**

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

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

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

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

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

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

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

## **B3.01 LUMP SUM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE B4 PAYMENTS**

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

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

RECURRING REIMBURSEMENT Expenses established at an annual lump sum as shown in Schedule B3 may be invoiced monthly, and paid as noted above for the Lump Sum portion of the contract. Other, pre-approved VARIABLE REIMBURSEMENT Expenses are to be invoiced within 120 days of the PROGRAM MANAGER'S expenditure thereof.

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

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

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

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

## **ARTICLE B5 REIMBURSABLE EXPENSES**

### **B5.01 GENERAL**

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

The CITY will reimburse the PROGRAM MANAGER for authorized Reimbursable Expenses pursuant to

the limitations of this Agreement as verified by supporting documentation deemed appropriate by Director or designee including, without limitation, detailed bills, itemized invoices and/or copies of cancelled checks. Documentation shall be submitted with invoices for VARIABLE REIMBURSEMENT Expenses. For RECURRING REIMBURSEMENT expenses, the supporting documentation for the annual lump sum amount shall be included in the Annual Work Program and no further supporting documentation will be required.

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

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

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

Reimbursable Expenses are shown in Schedule B3. Actual direct costs paid by PROGRAM MANAGER for VARIABLE REIMBURSEMENT Expenses shall be the basis of invoice to CITY, subject to the advance approval of the DIRECTOR as provided below.

## **B5.03 AUTHORIZATION**

Both RECURRING REIMBURSEMENTS and estimates of VARIABLE REIMBURSEMENTS, as shown in Schedule B3, are to be identified in each ANNUAL WORK PROGRAM. Acceptance and approval of the ANNUAL WORK PROGRAM by the CITY, as provided herein, shall constitute advance approval of the expenses identified in the ANNUAL WORK PROGRAM, subject to the following exceptions. VARIABLE REIMBURSEMENT Expenses for all travel and per diem, miscellaneous items and any other item or category not stated in the ANNUAL WORK PROGRAM shall be subject to specific written advance approval of the DIRECTOR using forms provided in Schedule B4. Likewise, any VARIABLE REIMBURSEMENT item for a rate (cost) or in an amount in excess of 20% of the rate or amount shown in the ANNUAL WORK PROGRAM shall require separate written advance approval of the DIRECTOR.

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

Reimbursable Expenses are those items authorized by the CITY outside of or in addition to professional fees as identified in the ANNUAL WORK PROGRAM or WORK ORDER and consist of actual expenditures made by the PROGRAM MANAGER and the

PROGRAM MANAGERS' employees, or Sub-PROGRAM MANAGERS, in the interest of the Work for the purposes identified below:

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

- **Recurring Reimbursable:** parking expenses and vehicle allowances for members of CORE PROGRAM STAFF inclusive of fuel, maintenance and leasing.
- **Variable Reimbursable:** parking and mileage for PROGRAM MANAGER and SUB-PROGRAM MANAGER staff to sites strictly relating to CITY Work, excluding travel to and from primary work location, supported by mileage log documentation. I

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

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

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

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

Miami Dade, Broward or Palm Beach County, for staff who permanently reside in Miami Dade, Broward, or Palm Beach County.

PROGRAM MANAGER shall have the option, subject to the review and approval of the DIRECTOR, to utilize weekly or monthly rates for lodging of relocated staff upon submission of documentation that demonstrates the cost effectiveness of such rates over daily room rates described above.

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

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

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

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

**B5.04-5 Permit Fees**

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

**B5.04-6 Computer Expense**

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

supplies, are deemed to be eligible reimbursable expenses as depicted in Schedule B3.

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

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

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

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

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

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

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

**B6.01 GENERAL**

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

## SCHEDULE B1 - WAGE RATES SUMMARY

| <b>MAXIMUM LABOR RATES - YEAR 1</b> <small>(Note 1)</small> |  |  |
|---|--|--|
| <b>JOB CLASSIFICATION</b>                                   | <b>MAXIMUM RAW LABOR RATES</b> <small>(NOTE 2)</small> | <b>ADJUSTED LABOR RATES-LOADED</b> <small>(NOTE 3)</small> |
| Senior Program Manager                                      | \$78.49  | N/A  |
| Program Manager/Senior Systems Engineer                     | \$63.44  | \$149.00   |
| Chief Engineer  | \$75.67  | \$146.00   |
| Senior Project Manager                                      | \$50.24  | \$93.03  |
| Project Manager   | \$41.62  | \$132.00   |
| Construction Coordinator                                    | \$31.72  | N/A  |
| Program Controls Manager                                    | \$38.06  | N/A  |
| Sr. Program Controls Manager                                | N/A  | \$150.70   |
| Senior Programmer   | N/A  | \$106.70   |
| Program Accounting  | \$38.06  | N/A  |
| GIS Technician  | \$18.27  | N/A  |
| Computer Systems Manager                                    | \$30.45  | N/A  |
| GIS Manager   | \$29.44  | N/A  |
| Senior Engineer   | \$63.44  | \$154.00   |
| Project Engineer  | \$42.63  | \$94.00  |
| Senior Utility Coordinator                                  | \$28.70  | N/A  |
| Utility Coordinator   | \$22.00  | N/A  |
| Senior Transit/Financial Planner                            | \$72.23  | \$242.00   |
| Senior Transportation Planner                               | \$51.48  | \$192.90   |
| R/W Services Manager  | \$40.51  | N/A  |
| Graphics Technician   | \$18.78  | N/A  |
| Senior Administrative Assistant                             | \$24.36  | \$72.00  |
| Landscape Architect   | \$35.00  | N/A  |
| Senior Landscape Architect                                  | \$45.00  | N/A  |
| Architect   | \$40.00  | N/A  |
| Senior Architect  | \$65.00  | N/A  |
| Technician  | \$30.00  | N/A  |
| Senior Technician   | \$38.00  | N/A  |
| Designer  | \$36.00  | N/A  |
| Planner   | \$35.00  | N/A  |
| Senior Attorney   | N/A  | \$425.00   |
| Principal - ADA Compliance                                  | N/A  | \$195.00   |
| Deposition - ADA Compliance                                 | N/A  | \$250.00   |
| Senior Planner  | \$50.00  | \$185  |
| Senior Railroad Engineer                                    | \$62.93  | N/A  |
| Senior Geotechnical Engineer                                | \$60.00  | N/A  |
| Administrative Assistant                                    | \$19.50  | N/A  |

**NOTES:**

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

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

## SCHEDULE B2 – LABOR ADJUSTMENT FACTORS

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

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

**Definitions:**

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

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

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

## SCHEDULE B3 – ESTIMATE OF REIMBURSABLE EXPENSE

### PRIMARY SERVICES

#### VARIABLE REIMBURSEMENT EXPENSES - MAXIMUM ANNUAL TOTALS

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

#### RECURRING REIMBURSEMENT EXPENSES - MAXIMUM ANNUAL TOTALS

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

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

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

|                      |                     |                     |                     |                     |                     |                     |
|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>TOTAL PRIMARY</b> | <b>\$200,786.56</b> | <b>\$187,394.56</b> | <b>\$175,159.56</b> | <b>\$159,564.76</b> | <b>\$155,820.76</b> | <b>\$151,004.76</b> |
|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|



## SCHEDULE B3 – ESTIMATE OF REIMBURSABLE EXPENSE

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





# SCHEDULE B-5 - SUMMARY OF TOTAL COMPENSATION

|  | Year 1                | Year 2                 | Year 3                 | Year 4                 | Year 5                 | Year 6                 | TOTAL                  |
|--|-----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>PRIMARY SERVICES</b>                                    |                       |                        |                        |                        |                        |                        |                        |
| FEES - CORE STAFF (Lump Sum)                               | \$2,482,932.89        | \$2,245,954.80         | \$2,310,499.38         | \$2,162,868.77         | \$1,786,006.72         | \$1,589,945.28         | \$12,578,207.83        |
| FEES - ADDITIONAL PROGRAM STAFF (Maximum Limiting Amount)  | \$3,096,959.26        | \$2,599,782.55         | \$1,654,217.77         | \$1,026,145.86         | \$1,022,954.16         | \$796,990.89           | \$10,197,050.48        |
| <b>FEE SUBTOTAL</b>  | <b>\$5,579,892.15</b> | <b>\$4,845,737.35</b>  | <b>\$3,964,717.15</b>  | <b>\$3,189,014.63</b>  | <b>\$2,808,960.88</b>  | <b>\$2,386,936.17</b>  | <b>\$22,775,258.32</b> |
| EXPENSE - RECURRING REIMBURSEMENT (Lump sum)               | \$79,055.64           | \$79,055.64            | \$76,004.04            | \$76,004.04            | \$79,055.64            | \$76,004.04            | \$465,179.04           |
| EXPENSE - VARIABLE REIMBURSEMENT (Maximum Limiting Amount) | \$121,730.92          | \$108,338.92           | \$99,155.52            | \$83,560.72            | \$79,816.72            | \$75,000.72            | \$567,603.52           |
| <b>EXPENSE SUBTOTAL</b>                                    | <b>\$200,786.56</b>   | <b>\$187,394.56</b>    | <b>\$175,159.56</b>    | <b>\$159,564.76</b>    | <b>\$158,872.36</b>    | <b>\$151,004.76</b>    | <b>\$1,032,782.56</b>  |
| <b>PRIMARY SERVICES TOTAL</b>                              | <b>\$5,780,678.71</b> | <b>\$5,033,131.91</b>  | <b>\$4,139,876.71</b>  | <b>\$3,348,579.39</b>  | <b>\$2,967,833.24</b>  | <b>\$2,537,940.93</b>  | <b>\$23,808,040.88</b> |
| <i>Cumulative Total</i>                                    | <i>\$5,780,678.71</i> | <i>\$10,813,810.61</i> | <i>\$14,953,687.32</i> | <i>\$18,302,266.71</i> | <i>\$21,270,099.95</i> | <i>\$23,808,040.88</i> |                        |
| <b>SPECIALTY SERVICES = WORK ORDER #1 STREETCAR</b>        |                       |                        |                        |                        |                        |                        |                        |
| FEES - CORE STAFF (Lump Sum)                               | --                    | --                     | --                     | --                     | --                     | --                     | --                     |
| FEES - ADDITIONAL PROGRAM STAFF (Maximum Limiting Amount)  | \$1,383,996.06        | \$898,579.93           | \$831,531.12           | \$761,562.52           | \$731,760.00           | \$752,009.51           | \$5,369,439.14         |
| <b>FEE SUBTOTAL</b>  | <b>\$1,383,996.06</b> | <b>\$898,579.93</b>    | <b>\$831,531.12</b>    | <b>\$761,562.52</b>    | <b>\$731,760.00</b>    | <b>\$752,009.51</b>    | <b>\$5,359,439.14</b>  |
| EXPENSE - RECURRING REIMBURSEMENT (Lump sum)               | \$3,739.44            | \$3,739.44             | \$3,739.44             | \$3,739.44             | \$3,739.44             | \$3,739.44             | \$22,436.64            |
| EXPENSE - VARIABLE REIMBURSEMENT (Maximum Limiting Amount) | \$112,463.00          | \$94,431.00            | \$94,431.00            | \$94,431.00            | \$94,431.00            | \$94,431.00            | \$584,618.00           |
| <b>EXPENSE SUBTOTAL</b>                                    | <b>\$116,202.44</b>   | <b>\$98,170.44</b>     | <b>\$98,170.44</b>     | <b>\$98,170.44</b>     | <b>\$98,170.44</b>     | <b>\$98,170.44</b>     | <b>\$607,054.64</b>    |
| <b>SPECIALTY SERVICES = WORK ORDER #1 TOTAL</b>            | <b>\$1,500,198.50</b> | <b>\$996,750.37</b>    | <b>\$929,701.56</b>    | <b>\$859,732.96</b>    | <b>\$829,930.44</b>    | <b>\$850,179.95</b>    | <b>\$5,966,493.78</b>  |
| <i>Cumulative Total</i>                                    | <i>\$1,500,198.50</i> | <i>\$2,496,948.87</i>  | <i>\$3,426,650.43</i>  | <i>\$4,286,383.39</i>  | <i>\$5,116,313.83</i>  | <i>\$5,966,493.78</i>  |                        |
| <b>GRAND TOTAL ALL PROGRAM MGMT SERVICES</b>               | <b>\$7,280,877.21</b> | <b>\$6,029,882.28</b>  | <b>\$5,069,578.27</b>  | <b>\$4,208,312.35</b>  | <b>\$3,797,763.68</b>  | <b>\$3,388,120.88</b>  | <b>\$29,774,534.66</b> |
| <i>Cumulative Total</i>                                    | <i>\$7,280,877.21</i> | <i>\$13,310,759.48</i> | <i>\$18,380,337.75</i> | <i>\$22,588,650.10</i> | <i>\$26,386,413.78</i> | <i>\$29,774,534.66</i> |                        |



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

|                 |   |  |                                   |
|-----------------|---|--|-----------------------------------|
| <b>CONTRACT</b> | <b>CITY CONTINUING SERVICE CONTRACT FOR</b> PROGRAM MANAGEMENT/SPECIALTY SERVICES MIAMI STREETCAR   |  |                                   |
|                 | <b>Contract Effective Dates:</b> START 08/01/05 END: 07/31/06   |  | <b>Contract Number</b> K-05-00453 |
|                 | <b>Contract Authorization:</b> <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> City Code Section Number R 05-0534 |  |                                   |
|                 | <b>CITY WORK ORDER NUMBER</b> 1   | <b>Prior Work Orders Issued</b> Number 0 | <b>Value</b> \$ 0                 |
|                 | <b>WORK ORDER EFFECTIVE DATE</b> 8-1-2005   | <b>REQUIRED COMPLETION DATE</b> 7-31-06  |                                   |

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

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

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

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

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

## CONSULTANT WORK ORDER PROPOSAL

July 31, 2005

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

### 1. GENERAL

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

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

### Project Description

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

#### Attributes of the project are:

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

## 2. SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. SUBCONSULTANTS

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

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

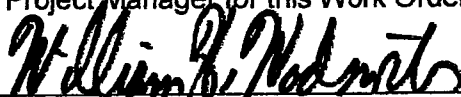
| <b>SCHEDULE OF WORK</b> |  |              |                       |                           |
|-------------------------|--|--------------|-----------------------|---------------------------|
| <b>Task</b>             | <b>Task Name and/or Activity Description</b> | <b>Hours</b> | <b>Deliverable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

### 5. COMPENSATION

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

### 6. PROJECT MANAGER

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

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



## City of Miami

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

### Text File Report

File ID: 05-00904

Type: Resolution

Status: Mayor's Office for  
Signature

Enactment #: R-05-0534

Enactment Date: 9/8/05

Version: 2

Introduced: 8/16/05

Controlling Body: City Commission

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
JORGE L. FERNANDEZ  
CITY ATTORNEY

| <u>Project Name</u>                 | <u>Name of Firm</u>                      | <u>Contract Type</u>                     | <u>Contract Amount</u> | <u>Totals</u>       |
|-------------------------------------|--|--|------------------------|---------------------|
|                                     | Zyscovich, Inc.                          | Miscellaneous Design Services (Citywide) |                        |                     |
| Little Haiti Park Cultural, B-30295 | Zyscovich, Inc.                          | Work Order #3                            | \$1,067,045            | \$1,067,045         |
|                                     |  |  |                        |                     |
| Little Haiti Park Cultural, B-30295 | Pirtle Construction                      | CM@Risk - Stage I                        | \$5,060,000            | \$5,060,000         |
| Little Haiti Cultural, B-30295      | Pirtle Construction                      | CM@Risk - Stage II                       | \$8,900,000            | \$8,900,000         |
|                                     |  |  |                        | <b>\$13,960,000</b> |
|                                     |  |  |                        |                     |
| Little Haiti Park Soccer, B-38500   | Recreational Design & Construction (RDC) | Design-Build                             |                        |                     |
| Little Haiti Park Soccer, B-38500   | Recreational Design & Construction (RDC) | Design-Build                             | \$5,725,842            | \$5,725,842         |
| Little Haiti Park Soccer, B-38500   | Recreational Design & Construction (RDC) | Amendment no. 1 (increase/change order)  | \$2,303,002            | \$2,303,002         |
|                                     |  |  |                        | <b>\$8,028,944</b>  |
|                                     |  |  |                        |                     |
|                                     | Zyscovich, Inc.                          | Miscellaneous Design Services (Citywide) |                        |                     |
| Jose Marti Gym, B-35857             | Zyscovich, Inc.                          | Work Order #2                            | \$530,828              | \$530,828           |
|                                     |  |  |                        |                     |
| Jose Marti Gym, B-35857             | Pirtle Construction                      | CM@Risk - Stage I                        | \$4,060,000            | \$4,060,000         |
| Jose Marti Gym, B-35858             | Pirtle Construction                      | Amendment No. 1 (Simultaneous)           |                        | \$0                 |
| Jose Marti Gym, B-35857             | Pirtle Construction                      | CM@Risk - Stage II (GMP)                 | \$6,380,000            | \$6,380,000         |
|                                     |  |  |                        | <b>\$10,440,000</b> |
|                                     |  |  |                        |                     |
| Grapeland Park Ph I, B-60496        | Recreational Design & Construction (RDC) | Design-Build                             | \$7,000,000            | \$7,000,000         |
| Grapeland Park (Ph I), B-35828      | Recreational Design & Construction (RDC) | Amendment no. 1 to Phase I               | \$3,779,063            | \$3,779,063         |
|                                     | Recreational Design & Construction (RDC) | Amendment no. 2 (environmental)          | \$3,800,000            | \$3,800,000         |
| Grapeland Park Ph II, B-35828       | Recreational Design & Construction (RDC) | Amendment no. 1 (authorize Phase II)     | \$18,304,082           | \$18,304,082        |
|                                     |  |  |                        | <b>\$32,883,145</b> |



**THE  
GORDIAN  
GROUP**

November 15, 2004

Mrs. Mary H. Conway, Director  
The City of Miami  
Department of Capital Improvements & Transportation  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, FL 33130

Dear Mrs. Conway:

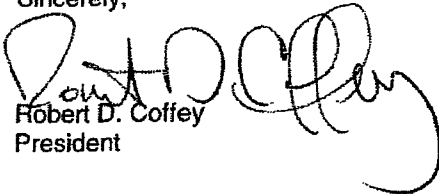
The Gordian Group is excited about the anticipated volume of work that the City of Miami is planning to put in place with the JOC program. We are also aware of the large volume of work that you would like to procure prior to the holiday season. To help you accomplish this, we are providing several additional full-time project managers during the next few weeks to work alongside your staff.

The additional staff we are providing will have two primary objectives. First, they will help you procure the work much faster and second, your project managers will gain extensive experience working one-on-one with our experienced project managers. However, to successfully reach these objectives, it is very important that the City dedicate the necessary staff.

We are also recommending a reduction in our fee. We could not have anticipated the large volume of work you plan to accomplish over the next couple of years when we developed our fee structure. It is only appropriate that we offer you a discount based on the volume of work you procure with our system. Therefore, during each twelve-month period of October 1 through September 30, our fee will be reduced from 1.5% to 1.0% for all job orders issued through the JOC system in excess of \$50,000,000.

We appreciate the opportunity to provide Job Order Contracting services to the City. Please contact me if you have any questions or if you would like to discuss our plans in more detail.

Sincerely,

  
Robert D. Coffey  
President

cc: Glen Marcos  
Gus Lopez (City of Miami Beach)

*u/len/len*



**THE  
GORDIAN  
GROUP**

August 2, 2004

Mrs. Mary H. Conway, Director  
Department of Capital Improvements & Transportation  
City of Miami  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, FL 33130

Dear Mrs. Conway:

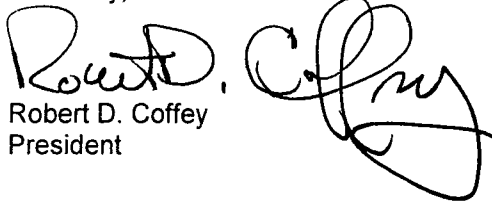
It is understood that the City of Miami has a desire to "Piggyback" the Agreement for the Development, Implementation, and Support of a Job Order Contracting System between The Gordian Group, Inc. and the City of Miami Beach, Florida.

Pursuant to the City of Miami's request, The Gordian Group, Inc. hereby agrees to offer the City of Miami Job Order Contracting Services under the same price(s), terms and conditions as Contract No. 49-00/01, Establishment of a Job Order Contracting (JOC) System, awarded to The Gordian Group, Inc. on April 11, 2003 by the City of Miami Beach, Florida.

All references to Contract No. 49-00/01 and The Gordian Group, Inc. shall be assumed to pertain to the City of Miami, Florida.

Please do not hesitate to contact me should you have any questions.

Sincerely,

  
Robert D. Coffey  
President



# City of Miami

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

## Text File Report

**File ID:** 04-00840

**Type:** Resolution

**Status:** Passed

**Enactment #:** R-04-0515

**Enactment Date:**

**Version:** 2

**Introduced:** 7/15/04

**Controlling Body:** City Commission

A RESOLUTION OF THE MIAMI CITY COMMISSION APPROVING THE PROCUREMENT OF SERVICES FROM THE GORDIAN GROUP, INC., FOR THE IMPLEMENTATION OF A JOB ORDER CONTRACTING ("JOC") SYSTEM, AWARDED UNDER AN EXISTING CITY OF MIAMI BEACH CONTRACT, EFFECTIVE UNTIL APRIL 11, 2008, SUBJECT TO ANY EXTENSIONS OR REPLACEMENT CONTRACTS BY THE CITY OF MIAMI BEACH, SOLICITED PURSUANT TO REQUEST FOR PROPOSALS ("RFP") 49-00/01, TO BE UTILIZED CITYWIDE ON AN AS-NEEDED BASIS, IN AN AMOUNT NOT TO EXCEED \$120,000; ALLOCATING PROJECT FUNDS IN AN AMOUNT NOT TO EXCEED \$120,000, FOR THE CURRENT FISCAL YEAR (FY 2003-2004) FROM VARIOUS CAPITAL PROJECT ACCOUNTS, AS MAY BE ADJUSTED FROM TIME TO TIME BY THE CITY COMMISSION IN THE ANNUAL APPROPRIATIONS/CAPITAL IMPROVEMENTS ORDINANCES, OR AS OTHERWISE ADJUSTED AS PERMITTED BY LAW.

WHEREAS, the Administration has identified a need to implement a Job Order Contracting ("JOC") system to achieve the timely and cost effective procurement of maintenance and construction services for capital projects; and

WHEREAS, on July 10, 2002, the City of Miami Beach, Florida, awarded a contract to The Gordian Group, Inc., for the establishment of a JOC system pursuant to Request for Proposals ("RFP") No. 49-00/01 for a term of sixty (60) months commencing upon the issuance of the first work order; and

WHEREAS, the City of Miami Beach and its residents have derived positive benefits such as increased responsiveness, lower costs, and high quality construction from the approved contractors generated as a result of The Gordian Group's implementation of a JOC system; and

WHEREAS, the Mayor, City Commission, and administration also desire to realize similar benefits during the execution of the numerous capital projects outlined within the City of Miami Capital Program 2003-2004 Multi-Year Capital Plan; and

WHEREAS, in accordance with Sec. 18-111 of the Code of the City of Miami, Florida, as amended, the Director of Purchasing has determined that the desired services can be purchased under an existing City of Miami Beach Contract No. 49-00/01 effective until April 11, 2008; and

WHEREAS, the City Manager, the Directors of the Department of Purchasing, and the Department of Capital Improvements recommend the procurement of the services from The Gordian Group, Inc. for the implementation of a JOC system;



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

CITY OF MIAMI, FLORIDA  
INTER-OFFICE MEMORANDUM

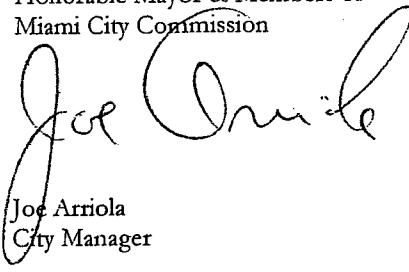
**RE.2**

TO : Honorable Mayor & Members of  
Miami City Commission

DATE : July 15, 2004

FILE :

FROM :

  
Joe Arriola  
City Manager

SUBJECT : Resolution Authorizing the  
Procurement of the Services of  
Various Contractors for Job Order  
Contracts (JOC).

REFERENCES :

ENCLOSURES:

**RECOMMENDATION:**

The administration respectfully recommends the adoption of the attached resolution authorizing the procurement of contractual services from various contractors for the completion of various work orders with individual job orders determined by staff prior to the commencement of each project issued through the JOC system.

**BACKGROUND:**

On November 25, 2003, the City Commission adopted Resolution No. 03-1200 approving the *City of Miami Capital Improvement Program 2003-2004 Multi-Year Capital Plan*. Said plan contains more than \$550 million worth of capital improvement projects citywide. In recognition of the Mayor and Commission's desire to expedite the completion of the various capital projects listed therein, the administration has explored the possibility of implementing a JOC system utilizing an existing city of Miami Beach contract with seven (7) JOC contractors: Alpine Construction, Inc.; Carivon Construction, Inc.; CW Construction, Inc.; F.H. Paschen/SN Neilsen; F & L Construction; H.A. Contracting, Inc.; and Pass International, Inc.

Aforementioned contractors will perform the work outlined in individual work orders issued by city staff utilizing the JOC system. The initial term of the city of Miami Beach contract is 12 months and contains four (4) additional one-year (1) renewal options. Approximately, ten (10) months remain in the initial term of the contract.

Individual job orders issued will determine the scope of work for each project. Upon receipt of a notice to proceed, the contractors will furnish all architectural and engineering services to support individual job orders, shop drawings, samples, management, documentation, materials, supplies, parts (to included system components), transportation, plant, supervision, labor and equipment needed to perform the work at designated city properties. The Capital Improvements Program (CIP) Department will administer the contracts.

The contract price is to include the furnishing of all labor, materials, equipment including tools, services, obtaining permits, applicable taxes, overhead, architectural and engineering services, overhead and profit for the completion of the job order. The cost of any item(s) of work not covered by a specific contract unit price shall be treated as a non-priced item. The administration expects to issue an estimated \$35 million of work orders on an annual basis and an amount not to exceed \$140 million over the life of the existing contract.

In summary, the JOC system will enable the city to achieve its primary objective of being able to "more rapidly engage contractors" while lowering costs and strengthening internal controls. JOC

does not replace any of the existing contracting systems including program management services. JOC is just an efficient and effective tool for the city to use in accomplishing its facilities maintenance and construction program. JOC has proven to be a system that can offer immediate as well as long-term benefits. The administration respectfully requests your favorable consideration of this item.

FUNDING:

No fiscal impact. Funding is available from various capital accounts.

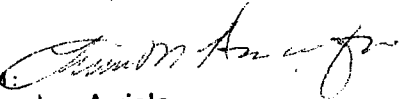
JAB. MHC  
JA/ACS/MC/jf

RE  
7

**INTER-OFFICE MEMORANDUM**

TO : The Honorable Mayor & Members of  
the Miami City Commission

DATE : FILE :

FROM :   
Joe Arriola  
City Manager

SUBJECT : Resolution amending Resolution  
R-04-0516 for Job Order Contracts  
(JOC)  
REFERENCES :  
ENCLOSURES :

**RECOMMENDATION**

It is respectfully recommended that the City Commission adopt the attached resolution amending Resolution 04-0516, which was adopted on July 29, 2004, relating to Job Order Contracts ("JOCs") approved for seven (7) contracting firms identified therein, to correct the not-to-exceed contract amounts listed for individual and combined contracts over the cumulative term of the contracts, resulting in a combined total not-to-exceed amount of \$145,000,000 for all contractors over the maximum five (5) year terms, and to clarify conditions of contract renewals.

**BACKGROUND**

The exploration and implementation of a JOC system was prompted by the City's desire to expedite the completion of various capital projects listed in the City of Miami Capital Improvement Program 2003-2004 Multi-Year Capital Plan.

On July 29, 2004, the City Commission adopted Resolution 04-0516 approving the procurement of contractual construction services under the existing City of Miami Beach Contract Nos. 12-03/04, 13-03/04, and 14-03/04, from contractors for the completion of needed construction work by means of individual job orders. The City of Miami Beach selected the aforementioned contractors pursuant to a competitive process.



Resolution 04-0516, provided for the authorization of these contracts for one year with the option to renew for four (4) additional years, but incorrectly listed the total amount to all contractors over the cumulative term. The correct total amount considering any renewals should be \$145,000,000 over a five year period as follows:

| Contractor                 | One Year Not-to-Exceed Value | Cumulative or Five Year Not-to-Exceed Value |
|----------------------------|------------------------------|---|
| CW Construction, Inc.      | \$2,000,000                  | \$10,000,000                                |
| Alpine Construction, Inc.  | \$2,000,000                  | \$10,000,000                                |
| Carivon Construction, Inc. | \$5,000,000                  | \$25,000,000                                |
| F.H. Paschen/SN Nielsen    | \$5,000,000                  | \$25,000,000                                |
| F & L Construction         | \$5,000,000                  | \$25,000,000                                |
| H.A. Contracting, Inc.     | \$5,000,000                  | \$25,000,000                                |
| Pass International, Inc.   | \$5,000,000                  | \$25,000,000                                |
| <b>TOTALS</b>              | <b>\$29,000,000</b>          | <b>\$145,000,000</b>                        |

Additionally, the Resolution should be amended to clarify the method of contract renewals. In compliance with the terms of the Miami Beach contracts, renewal options are to be affected by the City Manager, subject to continued satisfactory performance and to the availability of funds, when the maximum annual value is reached, or when a one-year period has expired, whichever occurs first.

**FISCAL IMPACT**

No fiscal impact. Funding is available from various capital accounts.

  
JA/ACS/MHC/JCC/DEU/cjp  




### Budgetary Impact Analysis

Department Capital Improvements

Division: \_\_\_\_\_

Commission Meeting Date: 10/28/2004

Title and brief description of legislation or attached ordinance/resolution: Resolution amending Resolution R-04-0516 for Job Order Contracts (JOC)

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

2. Is this item an expenditure? No  Yes  Amount: \$145,000,000

General Fund Account No: \_\_\_\_\_  
Special Revenue Fund Account No: \_\_\_\_\_  
CIP Project No: \_\_\_\_\_

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

Sufficient funds will be transferred from the following line items:

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

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

| Project Name | Total Bond Allocation | 1 <sup>st</sup> Series Appropriation | Dollars Spent to Date | Encumbrances & Commitments | Balance |
|--------------|-----------------------|--------------------------------------|-----------------------|----------------------------|---------|
|              |                       |                                      |                       |                            |         |

Comments: Funds are to be allocated from various capital accounts.

Approved by:

Department Director/Designee

10/05/04  
Date

#### APPROVALS

Verified by:   
Dept. of Strategic Planning, Budgeting & Performance  
Date: 10/5/04

Verified by CIP- (If applicable)  
  
Director/Designee  
Date: 10/05/04

*monies not to come from General Fund. All funding*

**AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA  
AND THE GORDIAN GROUP, INC.  
FOR THE ESTABLISHMENT OF A JOB ORDER CONTRACTING (JOC) SYSTEM**

This Agreement is made this 10<sup>th</sup> day of July, 2002, by and between the City of Miami Beach, Florida, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139, ("Client"), and The Gordian Group, Inc., whose address is 531 South Main Street, Suite M7, Greenville, South Carolina 29601 ("TGG").

**WITNESSETH**

WHEREAS, Client desires to engage the services of a firm to serve as consultants and to perform services related to the development and implementation of a Job Order Contracting Program ("JOC"), in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
TERM**

Client hereby retains TGG as Client's Job Order Contracting Consultant for the term commencing on the date of this Agreement and expiring sixty (60) months after the selection of the first job order construction contractor, unless terminated or extended as provided for herein.

**ARTICLE II  
GRANT OF LICENSE**

TGG hereby grants to Client and Client hereby accepts from TGG a non-exclusive right, license, and privilege to use TGG's JOC System and other related Proprietary Information in connection with the terms and conditions set forth in this Agreement. The parties hereby agree that "Proprietary Information" shall include, but is not limited to, Construction Task Catalog (CTC)<sup>™</sup>, PROGEN<sup>®</sup> software and support documentation, and training materials developed by TGG. Client acknowledges that disclosure of Proprietary Information will result in irreparable harm to TGG for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of TGG. Client further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of TGG in the Proprietary Information during and after the term of this Agreement and shall, to the extent allowed under State of Florida Public Records law, at all times maintain complete confidentiality with regard to the Proprietary Information provided to Client.

In the event this Agreement expires or terminates as provided herein, the Client shall return to TGG all Proprietary Information in the Client's possession.

Notwithstanding the foregoing, Client shall be allowed to distribute materials as required for the proper performance of JOC.

### **ARTICLE III DUTIES AND RESPONSIBILITIES — BASIC SERVICES**

TGG will assume the following duties and responsibilities:

1. TGG will provide experienced staff that will be responsible for the JOC development and implementation program. This staff will report directly to Client and will be available to assist Client with any JOC related issues.
2. TGG will be responsible for the development of JOC documents including the unit price book, technical specifications, contract terms and conditions and bid documents.
3. TGG will be responsible for the development of the automated JOC proposal development system (PROGEN<sup>®</sup>), which will be capable of generating the JOC documents including contractor cost proposals, cost estimates and other management reports and forms.
4. TGG will be responsible for installing and testing PROGEN<sup>®</sup> on both Client and JOC contractor hardware systems. Client will have no restrictions on the number of PROGEN<sup>®</sup> installations.
5. TGG will be responsible for testing/debugging PROGEN<sup>®</sup> under actual field conditions prior to the implementation of JOC.
6. TGG will be responsible for conducting the activities necessary for establishing the structure of the Client's JOC program, informing the internal Client staff as well as the contracting community about JOC, assisting with procurement of the actual JOC contractors and assisting with development of the actual execution procedures that Client will use in executing the JOC concept. Specific services will include:
  - Develop the JOC Program Structure/Bidding Strategy,
  - Prepare and Conduct Pre-Bid Seminars,
  - Prepare and Conduct an External Marketing Program,
  - Prepare and Conduct an Internal Marketing Program, and
  - Coordinate and Develop the JOC Execution Procedures.
7. TGG will be responsible for developing a comprehensive JOC training program, which will include different course modules in order for Client staff to receive specialized training.
8. It shall be TGG's sole and absolute responsibility to familiarize itself with the City of Miami Beach Procurement Ordinance, as same is codified in the Miami Beach City Code, and as may be amended from time to time; any and all applicable City of Miami Beach

procurement procedures and policies; and any and all applicable State of Florida procurement policies, as same are set forth in the Florida Statutes and as may be amended from time to time. This Agreement, and TGG's duties and responsibilities herein, shall at all times comply with the aforestated laws and policies.

9. TGG will be responsible for assuring that all Services to be provided in this Agreement, and that the JOC Program itself, shall comply with all applicable City of Miami Beach and State of Florida procurement laws, as same may be amended from time to time.
10. TGG staff will assist in the actual execution of the contracts by helping Client staff develop the initial Work Orders. TGG staff will attend and monitor initial site visits, proposal development and negotiation sessions. During the ninety (90) day period after award of the first JOC contractor, TGG will provide on-site service as needed to ensure that the implementation phase of the JOC program is completed successfully.
11. TGG will be responsible for providing comprehensive JOC support to Client for a period of sixty (60) months following the award of the first JOC contract by Client. TGG will also monitor the overall program and prepare any status reports required by Client.

**ARTICLE IV  
DUTIES AND RESPONSIBILITIES — ADDITIONAL SERVICES**

TGG shall provide additional services to Client as mutually agreed. However, no additional service will be provided by TGG without prior written authorization by Client.

**ARTICLE V  
DUTIES AND RESPONSIBILITIES — Client**

Client will assume the following duties and responsibilities:

1. Review all documentation and requests for information submitted by TGG in a timely manner.
2. Provide full information regarding requirements for the JOC Program, including but not limited to facilities lists, current Client procedures, programs, technical specifications and bidding information.
3. Designate, in writing, a representative who shall render or obtain decisions in a timely manner pertaining to the JOC Program.
4. Provide office space, furniture, fixtures, telephones, and equipment to TGG's JOC Project Manager.
5. Provide reproduction services for all draft and final versions of the Construction Task Catalog, Technical Specifications, Contract Terms and Conditions, Instructions to Bidders



and Proposal Forms, Execution Procedures and Training Materials.

## **ARTICLE VI INDEMNIFICATION**

TGG agrees to indemnify and hold harmless Client, its officers, agents, and employees from any and all claims against Client, its officers, agents, and employees, which may arise out of any negligent act of TGG or any subconsultant employed by TGG or any of their officers, agents or employees related to this Agreement and/or the JOC Program.

## **ARTICLE VII INSURANCE**

TGG shall maintain general liability insurance coverage of \$1,000,000 per occurrence and workers' compensation insurance as required by law during the entire term of this Agreement naming the City of Miami Beach, Florida as an additional insured. TGG shall furnish to Client a certificate of insurance evidencing the required coverage and providing that the insurance will not be cancelled without thirty (30) days written notice to Client.

## **ARTICLE VIII SCHEDULE OF FEES**

In consideration of the Basic Services performed under Article III above, Client agrees to utilize the JOC system for the placement of at least two million dollars (\$2,000,000) in construction services during the term hereof, and to pay TGG a licensing fee according to the following schedule:

- For any amounts cumulating up to seven million dollars (\$7,000,000) of work ordered under the JOC system during the term hereof, Client agrees to pay TGG four percent (4%) of that amount.
- For any amounts cumulating over seven million dollars (\$7,000,000) of work ordered under the JOC system during the term hereof, Client agrees to pay TGG one and one-half percent (1½ %) of that amount.

**Favorite City Provision:** In the event that TGG enters into an agreement with any other municipality in Miami-Dade County, Monroe County, Broward County, or Palm Beach County, which provides for a lower fee than the percentages stated above (i.e. 4% for the first \$7MM, and 1.5% over \$7MM), TGG agrees to amend this agreement to reflect the lower fee(s).

In consideration for additional services, TGG shall be compensated an amount equal to (1) 250% of actual direct labor costs plus reimbursement for the actual cost of all non-labor direct expenses incurred by TGG; or (2) a mutually agreed upon fee.

**ARTICLE IX  
PAYMENT**

Invoices for TGG's fee shall be submitted monthly. Invoices for any additional services provided pursuant to this Agreement shall be submitted on a monthly basis and shall include a detailed description of the services provided.

Client shall pay TGG's invoices within thirty (30) calendar days from the invoice date. In the event of a dispute regarding an invoice, Client shall pay all undisputed invoice amounts within thirty (30) days of the original invoice date.

**ARTICLE X  
CHANGE OF SCOPE**

Client may, from time to time, request changes in the scope of services to be performed by TGG hereunder or may request an extension of the term of this Agreement. No such change, including any increase or decrease in the amount of compensation, which shall be mutually agreed upon by and between Client and TGG, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto and, as determined by Client unless such change is approved by the City Manager and/or the City Commission, as the case may be, of the City of Miami Beach.

**ARTICLE XI  
TERMINATION OF THIS AGREEMENT**

Termination by Client:

Client may terminate this Agreement without cause and for convenience at any time by providing notice to TGG in writing ninety (90) days prior to such termination. In the event Client exercises such termination right, Client shall pay to TGG, within (30) days, for services performed by TGG less the sum of all payments made prior to termination.

If at the end of any consecutive one-year period during the term of this Agreement, Client has discontinued efforts to utilize the JOC System and Client has not utilized the JOC System to order two million dollars (\$2,000,000) in construction services, then this Agreement may be terminated by TGG for convenience.

If TGG shall fail to fulfill its obligation under this Agreement or if TGG shall violate any of the material provisions of this Agreement, then Client shall thereupon have the right to terminate this Agreement for cause by giving written notice specifying the cause for such termination and the termination date which shall be at least seven (7) days after the date such notice is given. In the event of a termination for cause, Client shall pay TGG only for those services satisfactorily performed by TGG and such shall be the extent of Client's liability to TGG.

Termination by TGG:

If Client shall fail to fulfill its obligation under this Agreement or if Client shall violate any of the material provisions of this Agreement, then TGG shall thereupon have the right to terminate this Agreement for cause by giving written notice specifying the cause for such termination and the termination date which shall be at least thirty (30) days after the date such notice is given. In the event of a termination for cause, Client shall pay TGG only for those services satisfactorily performed by TGG and such shall be the extent of Client's liability to TGG.

**ARTICLE XII  
CONTRACT UNASSIGNABLE**

Neither Client nor TGG shall have the right to assign or transfer its interest in this Agreement. However, if TGG shall elect to change the name of the corporation, such an event shall not be construed to be an assignment under the terms thereof.

**ARTICLE XIII  
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Client and TGG and may be amended only by written instrument, which is approved by both parties.

**ARTICLE IX  
VENUE**

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

**ARTICLE X  
WAIVER OF JURY TRIAL**

**THE CITY AND TGG HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TGG MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**ARTICLE XI  
LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100,000. TGG hereby

expresses his willingness to enter into this Agreement with TGG's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$100,000, less the amount of all funds actually paid by the City to TGG pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, TGG hereby agrees that the City shall not be liable to the TGG for damages in an amount in excess of \$100,000, which amount shall be reduced by the amount actually paid by the City to TGG pursuant to this Agreement, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

## ARTICLE XII EQUAL EMPLOYMENT OPPORTUNITY

TGG shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital/domestic partner status or disability, except where any of the above is a bona fide occupational qualification or need. TGG has an affirmative action program to ensure that applicants are employed, and employees are treated during employment without regard to race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital/domestic partner status or disability. Such action includes, but is not limited to, the following: hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Client The City of Miami Beach, Florida

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

The Gordian Group, Inc.

By: \_\_\_\_\_

Corporate Officer

Attest: \_\_\_\_\_

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APPROVED AS TO  
FORM & LEGAL  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

7-12-02  
Date

# LITTLE HAITI PARK PROJECT

## Little Haiti Cultural

Construction Started: January 8, 2007  
Construction Complete: May 2008  
Final Permits: Mid February

## Little Haiti Soccer

Construction Started: January 25, 2007  
Construction Complete: March 2008

**DESIGN-BUILD AGREEMENT**

**Between**

**THE CITY OF MIAMI (COM)**

**and**

**RECREATIONAL DESIGN and CONSTRUCTION (RDC)**

**for**

**DESIGN/BUILD SERVICES  
FOR LITTLE HAITI PARK**

**CITY OF MIAMI RESOLUTION # 05-0149**

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#### EXHIBITS

- Exhibit A - Design Criteria
- Exhibit B - Scope of Work and Plans and Specifications
- Exhibit C - Form Certificate of Insurance
- Exhibit D - Form of Performance Bond
- Exhibit E - Form of Payment Bond
- Exhibit F - Certificate of Substantial Completion
- Exhibit G - Final Certificate of Payment
- Exhibit H - Form of Final Receipt
- Exhibit I - Optional Upgrades
- Exhibit J - Construction Schedule
- Exhibit K - Schedule of Values
- Exhibit L - Detailed Cost Estimate



This is an Agreement (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Miami, (COM) and Recreational Design and Construction, a Florida corporation ("FIRM") for the provision of Design-Build services for Little Haiti Park.

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COM and FIRM agree as follows:

## 1. DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

Whenever the following terms or pronouns in place of them appear in this Agreement the intent and meaning shall be interpreted as follows:

- 1.1 Architect: An architectural firm, in good standing and licensed pursuant to Chapter 481, Florida Statutes, to be retained by the FIRM for the provision of architectural services to the Project. This definition includes the rendering or offering to render services in connection with the design and construction of the Project including providing preliminary study designs, drawings and specifications; job-site inspection, administration of construction costs, drawings and specifications, and job-site observations.
- 1.2 Change Order: A written document ordering a change in the Contract Sum or contract time or a material change in the work as determined by the OAR/Owner's Representative (OAR). Change Orders will be in compliance with the applicable provisions of the City of Miami Procurement Code. No Change Order initiated by FIRM shall be authorized if the Change Order will result in an increase in either the Contract Sum or the Contract time unless the time and/or price change is a direct consequence of a new or changed government regulation enacted or imposed after the date this Agreement is approved by COM. COM shall have the discretion to initiate Change Orders to add or delete work, including increases or decreases in the Contract Sum or the Contract time.
- 1.3 Commission: The City of Miami Commission, which is the governing body of the COM and is the only body which is authorized to approve amendments to this Agreement and Change Orders exceeding limits as set forth in the City of Miami Procurement Code.
- 1.4 Construction Documents Phase: The phase in which the Architect prepares the final documents for construction of the Project based upon the approved Design Development Documents.
- 1.5 Construction Phase: The phase of services which constitutes the construction of the Project and all activities necessary for the completion of the Project.
- 1.6.1 Contract: This Agreement and all addenda and amendments thereto between the COM and the FIRM, all as defined herein. Contract shall mean the same as Agreement.

- 1.7 Contract Completion: The date certified by FIRM that all conditions of the permits and regulatory agencies have been met, all construction, including corrective work, has been performed, all administrative requirements of the Contract Documents have been completed, and COM has received, from FIRM, a release of all liens, consent of surety, release of claims by FIRM, corrected as-built drawings, a final bill of materials, executed final adjusting Change Order if any, final invoice, final reconciliation, copies of pertinent test results, correspondence and other necessary documentation.
- 1.8 Contract Documents: The Design Criteria for the Project which includes preliminary plans, the plans and specifications, addenda, qualifications, and supplemental instructions, which are to be developed by FIRM pursuant to this Agreement, the performance bond and payment bond, the design documents, the construction documents such as Critical Path Method (CPM) and Schedule of Values, and any additional documents, the submission of which is required by this Agreement. When reference is made in the Contract Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current edition of such publication or standard including revision and effect on the date of the Contract advertisement notwithstanding any reference to a particular date.
- 1.9 CPM: The Critical Path Method (CPM) is one of several related techniques for doing project planning. CPM is for projects that are made up of a number of individual "activities." If some of the activities require other activities to finish before they can start, then the project becomes a complex web of activities, requiring a methodical path.
- 1.10 Design Phase: This phase will consist of the Schematic Design Phase during which FIRM will consult with the OAR and prepare Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship for approval of the COM. The Design Development Phase also includes the preparation by FIRM, of Design Development Documents, based on approved Schematic Design Documents, and submittal to the COM of a further Statement of Construction Costs.
- 1.11 FIRM: Recreational Design and Construction. The FIRM has been selected to perform the Work pursuant action of the City Commission evidenced by Resolution No.04-786, adopted December 9, 2004. . The FIRM has full responsibility under this Agreement for the design and construction of the Project and is liable for the acceptable performance of the work and payment of all sums due to its employees, agents, servants, consultants, subcontractors, materialpersons, and suppliers pertaining to the Project. All references in the Contract Documents to third parties under contract or control of FIRM shall be deemed to be a reference to FIRM. The FIRM will be responsible for the provision, installation, and performance of all equipment, materials, and services offered.
- 1.12 Field Order: A written order issued by the OAR which orders minor changes in the Project but which does not involve a change in the total cost or time for performance.
- 1.13 Final Completion: The date certified by the OAR that all conditions of the permits and regulatory agencies have been met, all construction, including corrective and punch list

work, has been performed, all administrative requirements of the Contract Documents have been completed, and COM has received from FIRM a release of all liens, consent of surety, release of claims by FIRM, corrected as-built drawings, a final bill of material, executed final adjusting Change Order if any, final invoice, and copies of pertinent test results, including all warranties, guarantees, operational manuals, spare parts, service contracts and tools. At a minimum, a final Certificate of Occupancy is one of the requirements for final completion.

- 1.14 Liquidated Damages: The amount prescribed in this Agreement to be paid the COM, or to be deducted from any payments due the FIRM for each day's delay in completing the whole or any specified portion of the work beyond the Contract Time.
- 1.15 Notice to Proceed: A written document issued by the OAR informing the FIRM to officially begin each phase of the Project.
- 1.16 Owner's Authorized Representative (OAR): The individual expressly designated as OAR, in writing, by COM's City Manager to administer the Project and to act as the authorized agent of COM.
- 1.17 Plans and/or Drawings: The official graphic representations of this Project which, upon written approval of COM, shall become a part of the Contract Documents.
- 1.18 Project: Design and construction services for Little Haiti Park in accordance with the Design Criteria attached hereto as Exhibit "A"
- 1.19 Project Commencement Date: The date upon which the Notice to Proceed is issued by the OAR.
- 1.20 Project Representative: An authorized representative of FIRM assigned to represent FIRM on the Project as approved by the OAR, which approval shall not be unreasonably withheld.
- 1.21 Proposal: The Proposal submitted by the FIRM for Design-Build Services for Little Haiti Park, dated December 9, 2004.
- 1.22 Shop Drawings: Drawings, diagrams and schedules (excluding, however, the CPM Schedule), and other data specially prepared by the FIRM or its subcontractors, sub-subcontractors, manufacturer, supplier or distributor to illustrate some portion of the work.
- 1.23 Subcontractor: The person or entity having a direct contract with FIRM including one who furnishes material worked to a special design according to the Contract Documents for this Project, but does not include one who merely furnishes material not so worked.
- 1.24 Substantial Completion: Subject to the requirements of this Agreement, the date certified by the OAR that all conditions of the permits and regulatory agencies have been met for the COM's intended use, and all construction has been performed in accordance with the Contract Documents so COM can occupy or utilize the Project for its intended purposes.

At a minimum, a Temporary Certificate of Occupancy is one of the requirements for Substantial Completion.

- 1.25 Superintendent: Individual employed by FIRM to provide construction management services for the Project.
- 1.26 Surety: The surety company which is bound by the performance bond and payment bond with and for FIRM and who is primarily liable and responsible for FIRM's acceptable performance of the work under this Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.27 Work: The completed construction required by the Contract Documents, including all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

## 2. PREAMBLE

It is the intent of the Contract Documents and this Agreement to describe a functionally complete Project to be designed and constructed by the FIRM in accordance with the Contract Documents. All work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied by FIRM whether or not specifically called for, unless same may be the subject of a Change Order. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the execution of this Agreement. A change in the applicable laws or codes after execution of this Agreement or after a permit is issued may result in additional compensation should additional work be required on behalf of the FIRM. The FIRM shall be deemed to have decided for itself the character and difficulties which may be encountered at the Project site; and FIRM acknowledges that it is satisfied regarding the nature and extent of the work and that it has correlated its study and observations of the Project site with the requirements of the Contract Documents.

This Project is funded with public funds, and COM has budgeted FIVE MILLION ONE HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED ELEVEN and 00/100 Dollars (\$5,154,911.00) for the Project. The FIRM agrees that the foregoing amount constitutes the maximum price and payment that COM will be obligated to pay for FIRM's design and construction services for the complete and fully functional Project described in this Contract except for COM-approved Change Orders.

## 3. CONTRACT DOCUMENTS

- 3.1 FIRM shall not deviate but shall strictly follow the Contract Documents as to work, material, and dimensions except when the OAR in his/her sole reasonable discretion, authorizes an exception in writing.

- 3.2 FIRM shall maintain four (4) copies of the Contract Documents; two (2) of which shall be preserved and always kept accessible to the OAR or his/her authorized representatives.
- 3.3 This Contract incorporates by reference and in the following order of authoritative precedent, the following documents (i) the Contract Documents defined in Section 1.9; and (ii) the Proposal, including any addenda.

#### **4. SCOPE OF WORK**

- 4.1 FIRM hereby agrees to complete the Project described by the Contract Documents and the final Design Criteria as set forth in Exhibit A, including furnishing all architectural, engineering, landscape architecture, and land surveying services, labor, materials, equipment and other services necessary to perform all of the work described in the Contract Documents including drawings and addenda thereto for the construction of the Project to be constructed in accordance with the requirements and provisions of the Contract Documents. The Scope of Work shall include all items necessary to provide a complete project which meets all codes as defined by plan review incident to permitting. The Scope of Work also includes all Project site preparation. The Scope of Work for this Project shall be performed pursuant this Agreement for the Contract Sum.
- 4.2 FIRM agrees to meet with OAR or designee at reasonable times and upon reasonable notice.
- 4.3 FIRM will develop from its proposal and layout drawings the specifications which will be reviewed and approved by COM for concept only and will meet or exceed the standards noted in the scope of services attached hereto and incorporated herein, and all applicable codes, ordinances, statutes and any other regulations imposed by any regulatory body or authority governing the design and construction. All such documents shall become a part of the Contract Documents at the time they are provided by FIRM and approved for concept by COM.
- 4.4 Prior to the Final Completion there shall be established a record set of plans and specifications, on Mylar and the latest commercially released version of AutoCAD, which shall bear the approval of FIRM and OAR. Such approval shall be indicated by the written signature of both parties. In addition, prior to the commencement of services under this Agreement, FIRM shall submit to the OAR a Critical Path Method (CPM) Schedule for the Design, Permitting and Construction Phases of the Project. The CPM shall be updated monthly and submitted to OAR as part of each pay request.
- 4.5 The major elements of the Project are the Design Phase and the Construction Phase, all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement: FIRM's Final Proposal and the Plans and Specifications as approved and accepted by COM and attached hereto as Exhibit B, and thereafter amended by FIRM and approved by COM.

4.6 If, during performance of the Work, FIRM encounters subsurface or concealed conditions at the Project site which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, or unknown physical conditions of the Project site of an unusual nature which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, FIRM shall, without disturbing the conditions and before performing any work affected by such conditions, notify the OAR in writing, by facsimile with telephone, of the existence of the aforesaid conditions no later than twenty-four (24) hours after their discovery and request an equitable adjustment of the Contract Price and/or Contract Time. FIRM shall also notify the OAR of such conditions in writing by certified mail forwarded no later than the next business day. Within twenty-four (24) hours after receipt of FIRM's written notice, excluding legal holidays, the OAR shall investigate the site conditions identified by FIRM. If, in the sole opinion of the OAR, the conditions materially differ and justify an increase or decrease in FIRM's cost of performing any part of the Work, the OAR shall determine an equitable adjustment to the Contract Price and/or Contract Time. Should the OAR determine that the conditions of the Project site are not so materially different to justify a change in the Contract Price and/or Contract Time, the OAR shall so notify FIRM in writing, stating the reasons. If FIRM does not agree with the OAR's determination, FIRM may invoke the procedure authorized by Section 33. No request by FIRM for an equitable adjustment to the Contract under this provision shall be allowed unless FIRM has given written notice in strict accordance with the provisions of this Section. No request for an equitable adjustment or change to the Contract Price or Contract time for differing site conditions shall be allowed if made after the date of Substantial Completion.

## 5. COMPLETION DATE – LIQUIDATED DAMAGES

### 5.1 Contract Time:

5.1.1 OAR shall instruct the FIRM to commence the Design Phase and the Construction Phase of the Project by written instructions in the form of a Notice to Proceed. The Project shall be commenced within fifteen (15) calendar days from FIRM's receipt of the Notice to Proceed. The Notices to Proceed will not be issued until receipt by the OAR of all required documents and after the proper execution of this Agreement by all parties.

5.1.2 Time is of the essence throughout this Contract. Substantial Completion of the Project 478 calendar days from the date of award by the City Commission. The Design Phase will conclude with the issuance of a building permit to support construction completion within the 478 calendar days. The Design Phase duration assumes a permitting period not to exceed 30 calendar days. Should additional time be required for permitting processes, the FIRM's only remedy will be an extension of time for the Design Phase, to be requested in accordance with this Agreement. The time frames and dates stipulated in this Section 5.1.2. are based on an assumed Contract execution date of no later than March 10, 2005. Should the Contract execution date be delayed, then all time frames and dates referenced herein shall be extended accordingly. The total Project shall be completed by FIRM and ready for final payment in accordance with Section 7.2.4

no later than 45 calendar days after Substantial Completion. Any time extension authorized by COM or the OAR pursuant to this Agreement shall extend the dates in this Section by an equal amount of time.

5.1.3 Upon failure of FIRM to substantially complete the Project by the date specified for Substantial Completion, plus approved time extensions for such Substantial Completion, FIRM shall pay to COM Liquidate Damages in the sum of One Thousand Dollars (\$1,000.00) for each calendar day after such time, until Substantial Completion. Upon failure of FIRM to finally complete the Project by the date specified for Final Completion, plus approved time extensions for Final Completion, FIRM shall pay to COM the sum of Five Hundred Dollars (\$500.00) for each calendar day after such time until Final Completion. These amounts are not penalties but are Liquidated Damages to COM for its inability to obtain full beneficial use of the Project. Liquidated Damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COM as a consequence of such delay, and both parties desiring to obviate any questions or dispute concerning the amount of said damages and the cost and effect of the failure of FIRM to complete this Contract on time.

5.1.4 COM is authorized to deduct Liquidated Damages from monies due to FIRM for the work under this Contract or as much thereof as COM may, at its own option, deem just and reasonable.

## 6. FIRM'S RESPONSIBILITY

- 6.1 The parties acknowledge and agree that COM is purchasing, and FIRM is bound to deliver, the design and construction of a complete Project including landscaping, and drainage, which shall be constructed in accordance with the Contract Documents, and in compliance with all applicable laws and technical codes in effect at the time of permitting.
- 6.2 **City of Miami Master Permit Fee and applicable Major Trade Permit fees (i.e. Mech., Plumbing, Elec., & Fire) are waived. Any other permit fees not directly related to the actual construction of the project (i.e. Permits for dumpsters, Job trailers) are not waived"...Licenses, permits and fees which may be required by Miami-Dade County, the State of Florida, or other governmental entities are not waivable.** An aggregate maximum of 30 days extension of time shall be granted to FIRM for completion of the Project due to delays in obtaining any approval or permit from a governmental authority. It is FIRM's responsibility to have and maintain appropriate certificate(s) of competency, valid for the work to be performed and for all persons working on the Project for whom a certificate of competency is required.
- 6.3 FIRM shall be fully responsible for the actions or omissions of all its agents, servants, employees, subcontractors, sub-subcontractors, materialpersons, and persons working for it in conjunction with the design and construction of the Project.
- 6.4 FIRM shall be fully responsible for all acts or omissions of its consultants and subcontractors and of persons directly employed by FIRM's consultants and

subcontractors and of persons for whose acts any of them may be liable to the same extent FIRM is responsible for the acts and omissions of persons directly employed by FIRM. Nothing in this Agreement shall create any contractual relationship between any consultant or subcontractor and COM or any obligation on the part of COM to pay or to see to the payment of any monies due to any consultant or subcontractor.

- 6.5 FIRM agrees to bind specifically every subcontractor and consultant to the applicable terms and conditions of this Agreement for the benefit of COM.
- 6.6 FIRM shall provide and pay for all architecture, engineering, landscape architecture, and land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 6.7 FIRM shall at all times enforce strict discipline and good order among its employees, consultants, and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.
- 6.8 FIRM shall maintain suitable and sufficient guards and barriers as may be necessary, as may be determined by FIRM, OAR or permitting authority, and at night suitable and sufficient lighting for the prevention of accidents and thefts.
- 6.9 FIRM shall keep itself fully informed of, and shall take into account and comply with, all applicable state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such law, ordinance, regulation, order or decree, FIRM shall forthwith report the same to the OAR in writing. FIRM shall cause all its agents, employees, subcontractors and consultants to observe and comply with all applicable laws, ordinances, regulations, orders and decrees.
- 6.10 FIRM shall pay all applicable sales, consumer, use and other taxes required by law in effect at the execution of this Agreement. FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 6.11 COM shall have the right to inspect and copy, at COM's expense, the books and records and accounts of FIRM which relate in any way to the Project, and to any claim for additional compensation made by FIRM, and to conduct an audit of the financial and accounting records of FIRM which relate to the Project and to any claim for additional compensation made by FIRM. FIRM shall retain and make available to COM all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a



period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, FIRM shall provide COM access to its books and records upon 3 days prior written notice. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or the three-year period, whichever is longer, the books, records, and accounts shall be retained and made available to COM until resolution of the audit findings.

## 7. COMPENSATION AND METHOD OF PAYMENT

### 7.1 Contract Sum

7.1.1 COM agrees to pay FIRM, as compensation for its services under the terms of this Agreement, the sum of FIVE MILLION ONE HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED ELEVEN and 00/100 Dollars (\$5,154,911.00) ("Contract Sum"). FIRM's failure to properly evaluate any cost factors prior to submitting its Proposal shall not form the basis for additional compensation. The compensation for the Project to be performed by FIRM includes all costs, expenses and fees for all Work provided by the FIRM and its subcontractors and consultants and all other persons retained by the FIRM to perform the services described herein.

7.1.2 The Contract Sum shall be the maximum amount payable by COM to FIRM for the costs of this Project. The Sum is a specific amount set forth which is the total payment for performance of this Contract and shall not be exceeded unless authorized by Change Order.

7.1.3 FIRM shall submit to the OAR a schedule of values for each item comprising the Contract Sum. Any negotiated Change Order shall be based upon such schedule of values.

### 7.2 Method of Billing and Payment

7.2.1 During the Design Phase, payments shall be made monthly based upon percentage of completion of final construction plans and specification preparation. Payments shall be made no more frequently than monthly. The OAR shall verify completion of the various stages as noted and authorize payment. During the Construction Phase, FIRM may submit a request for payment thirty (30) calendar days after beginning field operations and every thirty (30) calendar days thereafter. Payment will be based on quantities certified by the FIRM and approved by the OAR. FIRM's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the OAR. When applicable, the requisition for payment shall be accompanied by a completed certification of work. The certification of work will mean compliance by FIRM with SD BE, CPM Schedule, and prevailing wages and applicable laws, codes, rules and regulations. Each requisition shall be submitted in triplicate to the OAR for approval. An updated CPM Schedule shall be submitted monthly with payment requests. Should the Project fall behind schedule as indicated in the CPM Schedule, FIRM shall include a written plan demonstrating how the final completion date shall be maintained.

7.2.2. COM agrees that it will pay FIRM ninety percent (90%) of the total shown to be due on such statement within thirty (30) calendar days of receipt of FIRM's proper invoice, as provided above, accompanied by an acceptable updated CPM Schedule and as-built drawings.

7.2.3 Ten percent (10%) of all monies earned by FIRM shall be retained by COM until the Project is totally completed and the Final Certificate for Payment has been issued. After After r seventy-five percent (75%) of the Project has been completed OAR shall have the authority to reduce to five percent (5%) the amount of retainage for moneys earned subsequent to achieving 75% completion. After Substantial Completion, OAR shall have the authority to reduce to two and one-half percent (2.5%) the amount of retainage for l monies earned after Substantial Completion. . Any interest earned on retainage shall accrue to the benefit of COM.

7.2.4 Upon receipt of written notice from FIRM that the Project is ready for final inspection and acceptance, the OAR shall, within ten (10) calendar days, make an inspection thereof. If the OAR finds the Project fully performed and in compliance with the Contract Documents, and DESIGN BUILDER complies with the provisions of Section 7.2.4. below, the OAR shall issue a Final Certificate of Payment in the form of Exhibit I.

7.2.5. Before issuance of the Final Certificate for Payment, FIRM shall deliver to the OAR a final receipt in the form of Exhibit J, a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All warranties, guarantees, operational and maintenance manuals and videos, and instructions in operation must be delivered to COM at this time. As built drawings will be completed, a hard reproducible copy and an AutoCAD version in the latest commercially released format, uncompressed shall be delivered to COM, and certificate of occupancy will be obtained prior to final payment being made.

7.2.6. COM may withhold final payment or any progress payment to such extent as may be necessary on account of:

- (i) Defective work not remedied.
- (ii) Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against FIRM unless Surety consents to payment.
- (iii) Failure of FIRM to make payments properly to subcontractors or consultants or for material or labor unless Surety consents to payment.
- (iv) Liquidated Damages pursuant to Section 5 hereof.
- (v) As-built drawings not being in a current and acceptable state.

7.2.7 The FIRM warrants to the COM that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized by OAR, may be considered defective. If required by the COM, the FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced by FIRM with new materials at no additional costs to COM. When the above grounds are removed or resolved or FIRM provides a surety bond or consent of Surety satisfactory to COM which will protect COM in the amount withheld, payment may be made to FIRM in whole or in part, as applicable.

7.2.8 COM may withhold final payment to such extent as may be necessary on account of damage to another subcontractor, supplier, materialperson, party, or person not remedied which are attributable to FIRM, its agents, servants, employees, subcontractors and sub-subcontractors, materialperson and suppliers. FIRM shall use reasonable measures to remedy such damage, and COM shall not unreasonably withhold final payment.

7.2.9 If, after the Project has been substantially completed, full completion thereof is delayed through no fault of FIRM, or by issuance of Change Orders affecting final completion, and the OAR so certifies, COM shall, upon certification of the OAR, and without terminating this Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7.2.10 The making and acceptance of the final payment shall constitute a waiver of all claims by COM, other than those arising from faulty or defective work, failure of the Project to comply with requirements of the Contract Documents or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by FIRM, except those previously made in writing and identified by FIRM as unsettled at the time of the final application for payment.

7.2.11 Payment will be made to FIRM at:

Recreational Design & Construction, Inc.  
3990 N. Powerline road  
Ft. Lauderdale, FL 33309

## **8. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

Without invalidating this Agreement and without notice to any surety, COM reserves and shall have the right to make such changes from time to time in the character or quantity of the Project as may be considered necessary or desirable to complete fully and acceptably the

proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project may be accomplished by means of appropriate and fully executed and approved Change Orders. FIRM shall not be obligated to perform any extra or additional work until a valid change order has been executed.

## 9. COM'S RESPONSIBILITIES

COM shall assist FIRM by placing at its disposal any available information pertinent to the Project including previous reports, laboratory tests and inspections of samples, materials and equipment; property, boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; and known zoning, deed and other land use restrictions. COM shall arrange for access to and make all provisions for FIRM to enter upon public and private property as required for FIRM to perform its services.

## 10. RESOLUTION OF DISPUTES – WAIVER OF TRIAL BY JURY

- 10.1. Claims, disputes or other matters in questions between the FIRM and COM arising out of or relating to this Agreement, or the breach thereof, shall be initially subject to mediation by a mediator to be selected by the parties, as a condition precedent to litigation. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time of the claim. Requests for mediation shall be filed in writing with the other party to this Agreement. The parties shall endeavor to expedite the mediation and, if necessary, any litigation or arbitration during the actual construction of the Project. The parties shall share the Mediator's fee and any mediation filing fees equally. The mediation shall be conducted in Miami, Florida, unless the parties mutually agree otherwise. Agreements reached in mediation shall be set forth in writing and executed by both parties and shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 10.2. Claims, disputes or other matters in questions between the FIRM and COM arising out of or relating to this Agreement, or the breach thereof, which are not resolved by mediation shall be subject to and decided by litigation exclusively in the state or federal courts of Miami-Dade County, Florida, unless COM elects, in its sole discretion, to have such claims, disputes, or other matters in questions, be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. FIRM consents to the exclusive venue of the state and federal courts of Miami-Dade County, Florida.
- 10.3. Pending final resolution of a claim, including mediation, unless otherwise agreed in writing, FIRM shall proceed diligently with performance of this Contract and the COM shall continue to make payments in accordance with the Contract Documents.
- 10.4. Any mediator used shall be certified in accordance with Florida law. Mediation will be conducted in Miami-Dade County.
- 10.5. **IN THE EVENT OF LITIGATION, FIRM HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, CLAIM, OR**

COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR BREACH THEREOF, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ANY ACTIONS OR INACTIONS OF EITHER PARTY. COM RESERVES ALL RIGHTS TO DETERMINE WHETHER THE DISPUTE WILL BE DECIDED BY ARBITRATION OR BY A JURY.

## 11. PRE-CONSTRUCTION CONFERENCE

- 11.1 Before beginning work at the Project site, the FIRM shall schedule, administer, and attend a pre-construction conference and bring the Superintendent employed by the FIRM for this Project. Advance written notice of the pre-construction conference shall be provided to the OAR.
- 11.2 At the pre-construction conference, all parties concerned will discuss the Project under contract and prepare a program of procedure in keeping with requirements of the drawings and specifications. The Superintendent shall henceforth make every effort to expeditiously coordinate all phases of the work to obtain the end result within the full purpose and intent of the drawings and specifications for the Project.
- 11.3 The FIRM shall be fully responsible for coordinating, and taking all required steps and precautions, to ensure the COM full security measures without interruption during the progress of the work and within the areas of construction and other assigned areas for FIRM's use during construction. The FIRM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
- 11.4 The FIRM shall cooperate in every respect with COM in the execution of this work. FIRM shall abide by security requirements of the COM at all times, and shall schedule work so as to conform to the CPM Schedule and related schedules of this Project.

## 12. PROJECT MEETINGS

FIRM shall schedule periodic progress meetings with the OAR once a month and, as necessary, shall call special meetings throughout the progress of the work. Representatives of FIRM, subcontractors and suppliers, and OAR attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

## 13. SECURITY

FIRM shall provide a project security program to protect work, stored products and construction equipment from theft and vandalism, and to protect premises from entry by unauthorized persons. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, FIRM shall replace same with no cost to COM.

## 14. INSPECTION OF PROJECT

- 14.1 The OAR or designee shall at all times have access to the Project, and FIRM shall provide proper facilities for such access.
- 14.2 Should the Contract Documents, instructions, any laws, ordinances, or any public authority require any work for the Project to be specially tested or approved, FIRM shall give to the OAR timely notice of readiness of the work for inspection. If the testing or approval is to be made by an authority other than COM, timely notice shall be given of the date fixed for such testing. Inspections shall be made promptly, and, where practicable, at the source of supply. If any work for the Project should be covered up without inspection, approval or consent of the OAR, it must, if required by the OAR, be uncovered for examination and properly restored at FIRM's expense.
- 14.3 Reexamination and retesting of any work for the Project may be ordered by the OAR; and if so ordered, such work must be uncovered by FIRM. If such work is found to be in accordance with the Contract Documents, COM shall pay the cost of reexamination, retesting and replacement. If such work is not in accordance with the Contract Documents, FIRM shall pay such cost.
- 14.4 No City of Miami Inspector nor any other person or entity with regulatory authority affecting the Project shall have authority to permit deviations from, or to relax any of the provisions of, the Contract Documents without the written permission or instruction of the OAR.
- 14.5 The payment of any compensation, regardless of its character or form, or the giving of any gratuity or the granting of any valuable favor by FIRM to any Inspector other than its consultant, is forbidden, and any such act on the part of FIRM will constitute a breach of this Agreement.

## **15. SUPERINTENDENCE AND SUPERVISION**

- 15.1 The orders of the COM are to be given through the OAR, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Contract. FIRM shall keep on the Project during its progress a competent supervisor who shall serve as the Project Representative, and any necessary assistants. The Superintendent on site shall be responsible for continuous field supervision, coordination, and completion of the Work. The Superintendent shall not be changed except upon notice to the OAR, unless the Superintendent proves to be unsatisfactory to FIRM. The Superintendent shall represent FIRM, and all direction given to the Superintendent shall be as binding as if given to FIRM. Directions will be confirmed in writing to FIRM. Other directions will be so confirmed on written request in each case.
- 15.2 FIRM's Superintendent shall prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day: the weather conditions and how any weather conditions affected progress of the work, work performed, equipment utilized for the work, any idle equipment and reasons for idleness, visitors to the Project site, labor utilized for the work, and any materials delivered to the Project site. The daily bound log shall be available for inspection by the OAR or designee at all times during the Project.

- 15.3 The parties acknowledge and recognize that this is a Design/Build Project and, except where based on an authorized Change Order (as provided pursuant to this Contract), all work for this Project shall be done for the Contract Sum. Thus, any errors or omissions shall be corrected by FIRM without claim for additional time and/or funds from COM. Nevertheless, if, in the course of the Project, FIRM finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including drawings (plans) and specifications, it shall be the FIRM's duty to immediately inform the OAR.
- 15.4 FIRM shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. FIRM shall be solely responsible for the design, means, methods, techniques, safety, sequences and procedures of construction. FIRM shall give efficient supervision to the work, using FIRM's best skill, attention, and judgment.

#### **16. COM'S RIGHT TO TERMINATE AGREEMENT – OTHER REMEDIES**

- 16.1 If FIRM fails to begin the design and construction of the Project within the time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Project, in accordance with the Contract Documents and schedules, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or shall not carry on the Project in accordance with the Contract Documents, or shall breach a material provision of this Contract (each such event referred to herein as a "Default"), COM shall give notice in writing to FIRM and its surety of such default, specifying the same. If FIRM fails to cure such default within a period of ten (10) business days after receipt of such notice then, upon written certificate from the OAR that the default has not been cured, COM, in addition to all legal and equitable remedies available to it, may terminate the services of FIRM by giving written notice of its intent to terminate in accordance with Subsection 16.5 (the "Notice of Termination"). The Notice of Termination shall specify the effective date of termination, which shall be no earlier than 10 days from the date of the notice. Upon giving the Notice of Termination, COM shall have the right to exclude FIRM from the site and take the prosecution of the Project out of the hands of FIRM, as appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, COM may enter into an agreement with another party for the completion of the Project according to the terms and provisions of the Contract Documents or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by COM shall be deducted from any monies due or which may become due to said FIRM without affecting COM's rights to proceed against the surety under the bonds. In case the damages and expense so incurred by COM shall be less than the sum which would have been payable under this Agreement, if it had been completed by said FIRM, then COM shall have no obligation to remit the difference to the FIRM. If such damages and costs exceed the unpaid balance, then FIRM shall be liable and shall pay to COM the amount of said excess.

- 16.2 If, after Notice of Termination, it is determined for any reason that FIRM was not in default, the rights and obligations of COM and FIRM shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience clause as set forth below.
- 16.3 The performance of work under this Agreement may be terminated in writing by COM for convenience upon giving a Notice of Termination at least ten (10) business days prior to the intended effective date of termination. In such case, FIRM shall be paid for all work executed, and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by FIRM relating to commitments which had become FIRM prior to the termination. Payment shall include reasonable profit for services actually performed in full prior to termination date, but shall exclude all lost profits, indirect or special, or other damages.
- 16.4 Upon receipt of Notice of Termination as provided above, FIRM shall promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to COM within fourteen (14) calendar days of termination all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process. Compensation shall be withheld until all documents are provided to COM pursuant to this Agreement.
- 16.5 Notice of Termination shall be in writing and shall be delivered by personal service or by certified mail addressed to the FIRM at the address indicated in Section 7.2.10, or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth (5<sup>th</sup>) day after being posted or the date of actual receipt, whichever is earlier.

**17. FIRM'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the Project should be stopped under an order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of FIRM or of anyone employed by FIRM, or if the OAR should fail to review or approve without stating in writing the reasons for non-approval of any estimate for payment within twenty (20) calendar days after it is presented, or if COM fails to pay FIRM within thirty (30) calendar days after approval and certification by the OAR of any proper statement certified by FIRM accompanied by the required update of the CPM Schedule, then FIRM may, upon seven (7) calendar days prior written notice to COM and the OAR, stop work until payment is made. If COM fails to cure the matter for which notice was given within the seven-day notice period, FIRM may terminate this Agreement and recover from COM payment for all work executed and any expense incurred prior to termination in addition to termination settlement costs reasonably incurred by FIRM relating to commitments which had become FIRM prior to the termination. Payment shall include reasonable profit for services actually performed in full prior to termination date, but shall exclude all lost profits, indirect or special, or other damages.

**18. "OR EQUAL" CLAUSE**



18.1 Whenever a material, article or piece of equipment is identified in the Contract Documents including drawings (plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that "no substitution is permitted," any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the OAR:

- 18.1.1 At least equal in quality, durability, appearance, strength and design;
- 18.1.2 Performs at least equally the function imposed in the general design for the Project;
- 18.1.3 Conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Plans and Specifications; and
- 18.1.4 Carries the same guaranty or warranty of the specified equipment.

All substitution requests shall be made in writing by FIRM to OAR which shall be attached to a shop drawing and/or Field Order which shall be attached to a detailed description of the specified item and a detailed description of the proposed substitution. A comparison letter itemizing all deviations from specified items must be included for the OAR to properly evaluate substitution. Failure to provide the deviation comparison sheet shall automatically deny the request.

Any changes, inclusive of design changes, made necessary to accommodate substituted equipment under this paragraph shall be at the expense of FIRM or subcontractor responsible for the work item.

18.2 OAR's written consent shall be required as to acceptability, and no substitute will be ordered, installed or utilized without OAR's prior written acceptance which will be evidenced by either a Field Order or an accepted shop drawing. COM may require FIRM to furnish at FIRM's expense a special performance guarantee or other surety with respect to any substitute.

## 19. PLANS AND WORKING DRAWINGS

COM, through its OAR, shall have the right to require FIRM to modify the details of these drawings (plans) and specifications, to supplement said plans with additional plans, drawings or additional information as the Project proceeds which are within the specific intent and stated scope of the Project and which do not cause increase in Contract Sum or Contract time, all of which shall be considered as part of the Contract Documents at no additional cost to the COM. All plans, general and detail, are to be deemed a part of this Agreement, and the plans and specifications and Agreement are to be considered together, and are intended to be mutually complementary, so that any work shown on the plans, though not specified in the specifications, and any work specified in the specifications though not shown on the plans, is to be executed by FIRM as part of this Agreement. Figured dimensions are to prevail over scale. All things which in the opinion of the OAR may reasonably be inferred from this Agreement and plans as

developed by FIRM and approved by COM are to be executed by FIRM under the terms of this Agreement; and the OAR shall determine whether the detail plans conform to the Contract Documents. The dispute resolution procedures set forth in this Agreement shall be applicable to the determination of the OAR.

**20. FIRM TO CHECK DRAWINGS AND DATA**

FIRM shall take measurements and verify all dimensions, conditions, quantities and details shown on the drawings, schedules, or other data. Failure to discover or correct errors, conflicts or discrepancies shall not relieve FIRM of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at FIRM's sole cost and expense. FIRM will not be allowed to take advantage of any error or omissions.

**21. WARRANTY**

FIRM warrants to COM that all materials and equipment furnished for the Project will be new unless otherwise specified and that all work for the Project will be of good quality, free from faults and defects and in conformance with the Contract Documents. The standard of quality shall be at least that employed by similarly qualified Design/Build FIRMs that are duly qualified and licensed to perform similar projects. All work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If materials or equipment is improperly stored and becomes altered as a result of such improper storage, FIRM shall replace said materials with new materials at no additional cost to COM. FIRM shall be responsible for proper storage and safeguarding of all materials. If required by the OAR, FIRM shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty requirements set forth in the Contract Documents as herein defined shall govern warranty terms and conditions for all warranty items expressed or implied. The FIRM's warranty period under this Section shall be One year from the date of Substantial Completion. However, this Section shall not abridge the times or impede the rights and remedies afforded the COM against other entities or persons under the Contract Documents, or by law.

**22. SUPPLEMENTARY DRAWINGS**

22.1 When, in the opinion of FIRM and/or COM, it becomes necessary to explain more fully the work to be done, or to illustrate the Project further to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by the Architect and submitted by FIRM to the OAR for review and written acceptance.

22.2 The authorized supplementary drawings shall be binding upon FIRM with the same force as the Contract Documents.

**23. DELIVERY, INVENTORY, AND STORAGE OF MATERIALS AND PARTIAL PAYMENT THEREFORE**

23.1 COM may, at its sole option, allow partial payment for materials delivered and securely stored either on or off site for use on the Project.

- 23.2 Material stored on the job site shall be verified as to quantity and condition by the OAR or his or her representative prior to any payment. Safeguarding the material shall be the responsibility of the FIRM. Any materials which have been lost, stolen, damaged or otherwise deemed unacceptable by the OAR shall be removed and/or immediately replaced by the FIRM at no additional cost to COM.
- 23.3 Materials stored off the job site for which partial payment is sought shall be stored in a bonded warehouse. The material shall be inspected by the OAR who will verify quantities and condition of all materials. Safeguarding the material shall be the responsibility of the FIRM. Such bonded warehouse shall have insurance for fire, extended coverages, and theft protection in the full one hundred percent (100%) amount of the materials stored off the job site for which partial payment is sought.

**24. GENERAL WORKMANSHIP**

- 24.1 Articles, materials, and equipment specified or shown on drawings shall be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned for proper forming, as per the manufacturer's directions, and as approved by the OAR. FIRM shall, if required, furnish satisfactory evidence as to kind and quality of the materials. Should materials arrive to the job-site new and be improperly stored and deteriorate from new condition, the materials shall be replaced at no additional cost to COM.
- 24.2 FIRM shall apply, install, connect, and erect manufactured items or materials according to recommendations of manufacturer when such recommendations are not in conflict with the Contract Documents. FIRM shall furnish copies of manufacturer's recommendations to COM before proceeding with the work.
- 24.3 If there is conflict between manufacturer recommendations and the Construction Documents, OAR shall be notified and participate in the corrective actions.

**25. DEFECTIVE WORK**

- 25.1 OAR shall have the authority to reject or disapprove work for the Project which OAR finds to be defective. Defective work is defined as work not in accordance with the Contract Documents, in violation of code, installed in violation of the manufacturer's written instructions where the installation has caused new materials to be detrimentally affected where the life expectancy of the material installed is reduced, or otherwise installed in a non-work-like manner. If required by OAR, FIRM shall promptly either, as directed, correct all defective work or remove it from the Project site and replace it with non-defective work. FIRM shall bear all costs of such removal or correction.
- 25.2 If, within one (1) year after Substantial Completion, any work is found to be defective or not in accordance with the Contract Documents, FIRM shall correct it promptly without cost to COM, after receipt of written notice from COM to do so unless COM has given FIRM a written acceptance of such conditions. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligations which FIRM might have under applicable state law.

25.3 Should FIRM fail or refuse to remove or correct any defective work performed for the Project or to make any necessary repairs in an acceptable manner and in accordance with the requirements of this Agreement within a reasonable time, indicated in writing, COM shall have the authority to cause the unacceptable or defective work to be removed or corrected, or make such repairs as may be necessary to be made at FIRM's expense. Any expense incurred by COM in making these removals, corrections or repairs, which FIRM has failed or refused to make shall be paid for out of any monies due or which may become due to FIRM, or may be charged against the bond or guaranty. Continued failure or refusal on the part of FIRM to make any or all necessary repairs promptly, fully, and in an acceptable manner shall be sufficient cause for COM to declare this Agreement forfeited, in which case COM, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, FIRM or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting FIRM; and the amount thereof deducted from any monies due, or which may become due to FIRM, or shall be charged against the bond or guaranty. Any special work performed, as described herein, shall not relieve FIRM in any way from its responsibility for the work performed by it.

25.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered or obligate COM to final acceptance. Work shall not be rejected after final acceptance by COM.

## 26. SUBCONTRACTS

FIRM shall, at such times as FIRM decides which subcontractors shall perform the various portions of the work, promptly notify the OAR in writing of the names of subcontractors for the Project and identify the portion of the work for the Project each will perform. FIRM shall have a continuing obligation to notify the OAR of any change in subcontractors. Notification of the names of subcontractors shall not relieve FIRM from the prime responsibility of full and complete satisfactory performance of all contractual obligations.

## 27. CONSTRUCTION AREA

27.1 FIRM shall use areas approved by the OAR for deliveries and personnel. Contract limits of construction area are indicated on the concept drawings as issued by the OAR. Equipment, material and personnel shall be in conformance with this Contract.

27.2 To provide for maximum safety and security, FIRM shall erect and maintain all necessary barricades, and any other temporary walls and structures as required, and boarding or fencing to protect life and property during the period of construction.

## 28. LANDS FOR WORK

COM shall provide as indicated in the Contract Documents, the lands upon which the Project is to be performed, rights-of-way and easements for access thereto and such other lands as are designated for the use of FIRM. No claim for damages or other claim other than for an extension of time shall be made or asserted against COM by reason of any delay arising as a result of any failure of COM to provide such lands, rights-of-way and easements for access thereto and such other lands as are designated for the use on the date needed by FIRM.

**29. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS**

FIRM shall conform to all applicable laws, regulations, and ordinances with regard to labor employed, hours of work and FIRM's general operations. FIRM shall also conduct its operations so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work. FIRM shall make all necessary arrangements concerning maintenance of traffic and selection of detours required, which shall be subject to the approval of the OAR.

**30. DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES**

- 30.1 It is the FIRM's responsibility to ascertain the location of existing utilities and verify such information and to preserve all existing utilities whether shown in the Contract Documents or not. If utility conflicts are encountered by FIRM during construction, FIRM shall give sufficient notice to the owners of the utilities so that they may make the necessary adjustments.
- 30.2 FIRM shall exercise care and take all precautions during excavation and construction operations to prevent damage caused by FIRM to any existing facilities, equipment, or utilities. Any damage caused by FIRM shall be reported immediately to the OAR and such work shall be repaired and/or replaced by FIRM in a manner approved by COM. All costs to repair and/or replace any damage caused by FIRM to existing facilities, equipment, or utilities shall be the sole responsibility of FIRM, and such repair or replacement shall be performed expeditiously with no cost to COM.
- 30.3 FIRM shall provide protection for finished work at all times and protect adjacent work during cleaning operations, and make good any damage resulting from neglect of this precaution.
- 30.4 Protection of work shall include protecting of work that is factory finished, during transportation, storage, during and after installation. Where applicable and as required, FIRM shall close off spaces of areas where certain work has been completed to protect it from any damages caused by others during their operations.
- 30.5 FIRM shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of this Contract and until the final acceptance of the structure. If any materials or part of the work should be lost, damaged, or destroyed by any cause or means whatsoever, the FIRM shall satisfactorily repair and replace the same at FIRM's own cost. The FIRM shall maintain suitable and sufficient guards, if necessary, and barriers, and at night, suitable and sufficient lighting for the prevention of accidents. The determination of necessity will be made by the OAR.
- 30.6 To all applicable sections where preparatory work is part of work thereon, FIRM shall carefully examine surfaces over which finished work is to be installed, laid or applied, before commencing with the work. FIRM shall not proceed with said work until defective surfaces on which work is to be applied are satisfactorily corrected by FIRM.

- 30.7 It will be the FIRM's responsibility to preserve all existing utilities within the Project limits or as otherwise effected by FIRM. If utility conflicts are encountered by the FIRM during construction, sufficient notice shall be given to their owners so that they may make the necessary adjustments. Damage to any utilities caused by FIRM, shall be repaired at the FIRM's expense.

### **31. CONTINUING THE WORK**

FIRM shall carry on the Project and adhere to the progress schedule during all disputes or disagreements with COM. No work shall be delayed or postponed pending resolution of any disputes or disagreements. Unless otherwise specifically stated, the provisions of this Section shall supersede all other provisions of this Agreement.

### **32. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS**

- 32.1 The OAR shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in contract execution, providing the Field Order involves no change in the total cost of the Project or the time of performance.
- 32.2 The OAR shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning this Agreement or its performance, provided they make no major changes in Contract execution and involve no change in the total cost of the Project or the time of performance.

### **33. CHANGE ORDERS**

- 33.1 Changes in the quantity or character of work within the scope of this Project which are not properly the subject of Field Orders or supplemental instructions, to include all changes resulting in changes in the total cost of the Project or the time of performance, shall be authorized only by Change Orders approved and issued by COM in accordance with the City of Miami Procurement Code.
- 33.3 FIRM shall not start work on any alteration requested by OAR which requires an increase in price or extension of time for completion unless and until a Change Order setting forth the adjustments is approved by COM.
- 33.5 On approval of any Change Order increasing the price, FIRM shall ensure that the applicable Performance and Payment Bonds and Guarantees are each increased so that it reflects the total amount of the Project as increased.
- 33.6 Proposed Change Orders shall be prepared by the OAR on forms provided by COM. When submitted for approval, they shall carry the signature of the FIRM and the OAR.
- 33.7 Change Orders may be issued unilaterally by COM.
- 33.8 FIRM shall deliver copies of all Change Orders to the Surety.
- 33.9 Change Orders which arise from oversight in the Design by FIRM shall be the sole responsibility of FIRM and must be satisfactorily completed with no cost to COM.

**34. VALUE OF CHANGE ORDER WORK**

- 34.1 The value of any work covered by a Change Order shall be determined in one of the following ways:
- 34.1.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions herein.
  - 34.1.2 By mutual acceptance of a lump sum which includes FIRM's fee for overhead and profit and includes any Design and Subcontractor fees.
  - 34.1.3 On the basis of the "cost of the work," determined as provided in Sections 34.2 and 38.3 below.
- 34.2 The term "cost of work" means:
- 34.2.1 For all labor, including employees, on-site project manager, project engineer, project superintendent, and assistant project superintendent, the FIRM shall receive a sum equal to the current local rate of wage for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to 15% of such sum. Additionally the FIRM shall be paid the actual cost of Social Security Taxes, Health Insurance, Surety Bond, Unemployment Insurance, Workmen's Compensation Insurance and other employee benefits, and Public Liability and Property Insurance involved in such extra work, based on actual wages paid to such labor.
  - 34.2.2 For all materials used, the actual costs of such materials used and incorporated in the Project, including costs of transportation, to which cost shall be added an amount equal to 10% thereof. All cash discounts shall accrue to FIRM unless COM deposits funds with FIRM. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COM, and FIRM shall make provisions so that they may be obtained.
  - 34.2.3 The actual cost of rentals of construction equipment and machinery and the parts thereof whether rented from FIRM or others in accordance with rental agreements approved by COM and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Project. Late charges, penalties, restocking charges and similar assessments in said agreements will not be recognized by the COM as a supplemental cost, unless such charges were incurred and actually assessed against the FIRM due to performance of the work at the request of the COM.
  - 34.2.4 Payments made by FIRM to subcontractors for work performed by subcontractors. The term subcontractor shall include architects and engineers employed for services specifically related to the Project. If required by the OAR, FIRM shall obtain competitive bids from

subcontractors acceptable to FIRM and shall deliver such bids to COM who will then determine which bids will be accepted. If the subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as FIRM's cost of the work. Whenever a subcontractor is involved, a complete and separate breakdown must be submitted by the subcontractor for its portion of work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

34.2.5 Costs of special consultants, including, but not limited to, testing laboratories, surveyors, lawyers and accountants, employed for services specifically related to the Project.

34.3 The term "cost of the work" shall not include any of the following:

34.3.1 Payroll costs and other compensation of FIRM's officers, executives, principals (of partnership and sole proprietorships), general managers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by FIRM whether at the Project site or in FIRM's principal or branch office for general administration of the Project and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by FIRM's fee.

34.3.2 Expenses of FIRM's principal and branch offices other than FIRM's office at the Project site.

34.3.3 Any part of FIRM's capital expenses, including interest on FIRM's capital employed for the Project and charged against FIRM for delinquent payments.

34.3.4 Cost of premiums for all bonds and for all insurance whether or not FIRM is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Project.

34.3.5 Costs due to the negligence of FIRM, any subcontractors, any consultants of FIRM, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective or nonconforming work, disposal of materials or equipment wrongly supplied and making good any damage to property.

34.3.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 34.2.

34.4 The amount of credit to be allowed by FIRM to COM for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.



- 34.5 Whenever the cost of any work is to be determined pursuant to this Section, FIRM will submit in a form acceptable to the OAR an itemized cost breakdown together with the supporting data.
- 34.6 Where the quantity of work with respect to any item that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order may be issued to adjust the unit price, if warranted.
- 34.7 Whenever a change in the work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no-change-in-cost, FIRM shall promptly submit to the OAR an estimate substantiated by a complete itemized breakdown.
- 34.7.1 Breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- 34.7.2 Whenever a change involves FIRM and one or more subcontractors or consultants and the change is an increase in the Contract price, overhead and profit percentages for FIRM and each subcontractor or consultant shall be itemized separately.
- 34.8 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of work."

### **35. CHANGE OF CONTRACT TIME OR CONTRACT SUM**

- 35.1 The Contract Time and the Contract Sum may only be changed by a Change Order. Any claim for an extension of the Contract time or for an increase in the fee to be paid to FIRM shall be based on written notice delivered by the party making the claim to the OAR promptly (but in no event later than seven (7) business days after the occurrence of the event giving rise to the claim and stating the general nature of the claim). Notice of the extent of the claim with supporting data shall be delivered within twenty (20) calendar days after such written notice (unless OAR allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or for an increase in the Contract Sum shall be decided by the OAR in accordance with this Agreement. No claim for an adjustment in the Contract time or for an increase in the fee to be paid to FIRM will be valid if not submitted in strict accordance with the requirements of this Section.
- 35.2 The Contract time will be extended in an amount equal to time lost due to days beyond the control of and through no fault or negligence of FIRM if a claim is made therefor as provided herein. Such delays shall include, but not be limited to, acts or neglect by COM, or by any employee of COM, or any separate contractor or consultant employed by COM, fires, floods, labor disputes, epidemics, or acts of God.

### **36. NO DAMAGES FOR DELAY**

NO CLAIM FOR DAMAGES OR ANY CLAIM, OTHER THAN FOR AN EXTENSION OF TIME, SHALL BE MADE OR ASSERTED AGAINST COM BY REASON OF ANY DELAYS. FIRM shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from COM for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; except due solely to fraud, bad faith or active interference on the part of COM or its agents. Otherwise, FIRM shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided above. The specific application of this Section to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Section. Ten dollars (\$10.00) of FIRM'S fee is acknowledged as separate and independent consideration for the covenants contained in this Section.

### **37. SUBSTANTIAL COMPLETION**

When FIRM considers a Phase of the Project, or a designated portion thereof which is acceptable to COM, is substantially complete, FIRM shall so notify the OAR in writing and shall prepare for submission to the OAR a thorough list of items to be completed or corrected, together with a schedule for completion of all items. Said list shall include all disciplines including but not limited to HVAC, plumbing, electric, architecture, civil, landscape, etc. List shall be prepared by Design Professional in each discipline. The failure to include any items on such list does not alter the responsibility of FIRM to complete all work in accordance with the Contract Documents. The OAR or a designee shall conduct an inspection to determine that the Project or designated portion thereof is substantially complete. The OAR will then instruct FIRM to prepare and deliver to the OAR a Certificate of Substantial Completion which shall establish the date of Substantial Completion. After review of the Certificate by the OAR, COM shall either accept or reject the Certificate. Acceptance of Substantial Completion by COM and its OAR shall be based upon compliance with the Contract Documents and applicable codes, laws, rules, and regulations having jurisdiction over this Project and obtaining a temporary certificate of occupancy. FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the OAR along with the request for Substantial Completion shall commence on the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to COM through the OAR and FIRM for written acceptance of the responsibilities assigned to them in such Certificate.

### **38. SHOP DRAWINGS AND SCHEDULE OF VALUES**

- 38.1 FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 38.2 FIRM shall submit to the OAR within thirty (30) calendar days following the application for a building permit a complete list of preliminary data on items for which Shop Drawings are to be submitted. Approval of this list by the OAR shall in no way relieve FIRM from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

- 38.3 After the approval of the list of items required in this Section, FIRM shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
- 38.4 FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show FIRM's approval thereon.
- 38.5 If the Shop Drawings show or indicate departures from the Contract requirements, FIRM shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve FIRM from its responsibility to comply with the Contract Documents.
- 38.6 No work called for by Shop Drawings shall be done until the said Drawings have been furnished to and accepted by the OAR. Acceptance is for design intent only and shall not relieve FIRM and Architect from responsibility for fit, form, function, quantity or for errors or omissions of any sort on the Shop Drawings.
- 38.7 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is FIRM's responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them and then make one submittal to the OAR along with FIRM's comments as to compliance, noncompliance, or features requiring special attention.
- 38.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.
- 38.9 FIRM shall submit, to OAR, six (6) copies. Resubmissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.
- 38.10 OAR's acceptance of the Shop Drawings as approved by FIRM will be for general compliance with the plans and specifications design intent and shall not relieve FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the work, nor for the furnishing of the materials or work required by this Contract and not indicated on the Drawings.
- 38.11 FIRM shall keep one set of Shop Drawings marked with the OAR's acceptance at the Project site at all times.
- 38.12 At least thirty (30) calendar days prior to the Project Commencement Date, the FIRM shall submit a schedule of values to the OAR. FIRM shall submit to COM a separate schedule of values for demolition, abatement, and site work thirty (30) calendar days prior to commencing such portion of the work. The schedule will be typed on 8-1/2" x 11" white paper listing: Title of project, location, project number, architect, contractor, contract designation, and date of submission. The schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, FIRM shall list the sub-values of major products or

operations under the item. Each item shall include the proportion of FIRM's overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with (i) the cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and (ii) the total installed value.

### **39. FIELD ENGINEERING**

39.1 The FIRM shall provide and pay for field engineering services required for the Project. This work shall include the following elements:

39.1.1 Survey work required in execution of the Project.

39.1.2 Civil, structural or other professional engineering services specified, or required to execute the FIRM's construction methods.

39.2 The survey completed by FIRM shall identify the qualified engineer or registered land surveyor, acceptable to the COM, and he or she shall be retained by the FIRM at the outset of this Project. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.

39.3 The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction. The surveyor shall be required to replace Project control points which may be lost or destroyed. Replacements shall be established based upon original survey control. A report shall be made to the FIRM when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations. No changes or relocations will be made without prior written notice to FIRM. Threshold inspection and test and balancing to be done by consultants directly employed by COM.

### **40. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

40.1 The entire responsibility for establishing and maintaining a line and grade in the field lies with FIRM. FIRM shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, underground utility access portals, handholds, fittings and the like and shall deliver these records in good order to the OAR as the work is completed. These records shall serve as a basis for "record" drawings. The cost of all such field layout and recording work is included in the prices bid for the appropriate items.

40.2 FIRM shall maintain in a safe place at the site one record copy of all Drawings (Plans), Specifications, Addenda, written amendments, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to OAR for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to OAR.

40.3 At the completion of the Project, the FIRM shall turn over to the COM a set of reproducible drawings (Mylars) and a complete set of all drawings in the latest commercially released version of AutoCAD on CD not compressed which accurately reflect the "as built" conditions of the new facility. All changes made to the construction

documents, either as clarifications or as changes, will be reflected in the plans. The changes shall be submitted on Mylar at least monthly to the OAR. These "as built" drawings on Mylar and the latest commercially released version of AutoCAD media must be delivered and found to be acceptable prior to final payments.

#### **41. SAFETY AND PROTECTION**

- 41.1 FIRM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. FIRM shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (i) all employees on the Project and other persons who may be affected thereby; (ii) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and (iii) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 41.2 FIRM shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. FIRM shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in this section, caused directly or indirectly, in whole or in part, by FIRM, any subcontractor or consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by FIRM; however, FIRM shall not be liable for injury or damage caused by COM, its employees, consultants or its separate contractors. FIRM's duties and responsibilities for the safety and protection of the Project shall continue until such time as the Project is completed and the OAR has issued a notice to FIRM that the Project is acceptable.
- 41.3 FIRM shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be FIRM's Project Representative unless otherwise designated in writing by FIRM to COM.
- 41.4 In an emergency affecting safety of persons or property, the FIRM shall act, at the FIRM's discretion, to prevent threatened damage, injury or loss

#### **42. PROJECT SIGNAGE**

FIRM, in consultation with COM, shall furnish and erect two (2) signs at the Project site. Each sign shall be made of 3/4 inch plywood, substantially in accordance with this Section. Signs shall be placed in a prominent location and maintained in good condition until completion of the Project when signs shall then become the property of COM. The dimensions of the Project Signs shall be four feet by eight feet or as otherwise determined by the OAR. The detail of the Project Signs, and the language to be displayed, shall be as determined by the OAR. At a minimum, FIRM shall submit artwork with name and logos of Project, FIRM, COM and date of completion.

#### **43. CLEANING UP AND REMOVAL OF EQUIPMENT**

- 43.1 FIRM shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by FIRM's operations. At the completion of the Project, FIRM shall

remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If FIRM fails to clean up at the completion of the Project, COM may do so; and the cost thereof shall be charged to FIRM.

43.2 If a dispute arises between FIRM and separate contractors as to responsibility for cleaning up, COM may clean up and charge the cost thereof to the contractors responsible therefore in the proportion for which they are responsible after timely notice and opportunity to correct. This provision is solely for cleaning.

43.3 In case of termination of this Agreement before completion for any cause whatever, FIRM, if notified to do so by COM, shall promptly remove any part or all of FIRM's equipment and supplies from the property of COM, failing which COM shall have the right to remove such equipment and supplies at the expense of FIRM.

#### **44. BONDS AND INDEMNIFICATION**

FIRM shall furnish, on or before execution of this Agreement, the following:

##### **44.1 Performance Bond and Payment Bond (Surety):**

44.1.1 A performance bond and payment bond in the form and containing all the provisions attached hereto and made a part hereof as Exhibits E and F.

44.1.2 The Bonds shall be in the amount of one hundred percent (100%) of the Contract Sum guaranteeing to COM the completion and performance of the Project as well as full payment of all suppliers, material persons, laborers, or subcontractors employed pursuant to this Project. Such Bonds shall be with surety qualified pursuant to Section 45.3.

44.1.3 Such Bonds shall continue in effect for one year after completion and acceptance of the Project with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that FIRM will, upon notification by COM, correct any defective or faulty work or materials which appear within one year after completion of this Contract.

##### **44.2 Performance and Payment Guaranty:**

44.2.1 In lieu of a performance bond and payment bond under Section 45.1, FIRM may furnish to COM an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by COM for one year after completion and acceptance of the Project.

##### **44.3 Qualifications of Surety:**

44.3.1 A separate performance bond and payment bond must be executed by a surety company of recognized standing, authorized to do business in the

state of Florida as surety, having a resident agent in the state of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

44.3.2 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

44.3.2.1 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10 Section 223.111). Further, the surety company shall provide COM with evidence satisfactory to COM, that such excess risk has been protected in an acceptable manner.

44.3.2.2 The surety company shall have at least the following minimum ratings in the latest revision of Best's Insurance Report:

| <u>Amount of Bond</u>    | <u>Policy-holder's Ratings</u> | <u>Financial Size Category</u> |
|--------------------------|--------------------------------|--------------------------------|
| 500,001 to 1,000,000     | B+                             | Class I                        |
| 1,000,001 to 2,000,000   | B+                             | Class II                       |
| 2,000,001 to 5,000,000   | A                              | Class III                      |
| 5,000,001 to 10,000,000  | A                              | Class IV                       |
| 10,000,001 to 25,000,000 | A                              | Class V                        |
| 25,000,001 to 50,000,000 | A                              | Class VI                       |
| 50,000,001 or more       | A                              | Class VII                      |

44.4 INDEMNIFICATION OF COM

44.4.1 FIRM shall indemnify and save harmless COM and the City of Miami, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person, persons, or property caused by the negligence or misconduct of FIRM, its agents, employees, subcontractors, or other persons permitted by FIRM to perform on the Project site during, or on account of, any operations connected with the construction of this Project, including warranty period; or by or in consequence of any such negligence or misconduct, excluding negligence of COM, in connection with the same; or any negligent act or omission of FIRM or its subcontractors, agents, servants or employees. FIRM agrees to indemnify and save harmless COM, its officers, agents and employees, against any claims or liability arising from or based upon the violation of any federal, state, or local laws, ordinances or regulations and any misconduct related thereto by FIRM, its subcontractor, agents, servants or employees.

FIRM agrees to indemnify and save harmless COM, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against COM, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against COM, its officers, agents and employees, for the negligence or misconduct of FIRM which results in infringement of any and all patents or patent rights claimed by any person, FIRM, or corporation. FIRM further agrees to indemnify and save harmless COM, its officers, agents and employees, for or on account of any injuries or damages, received or sustained by any person or persons resulting from any construction defects, including patent defects caused by the negligence or misconduct of FIRM, its agents, servants, employees, and subcontractors. These indemnifications survive the term of this Contract. In the event that any action or proceeding is brought against COM by reason of any such claim or demand, FIRM, upon written notice from COM shall resist and defend such action or proceeding by counsel satisfactory to COM. This consideration is separate and distinct from any other consideration received by FIRM.

44.4.2 The indemnification provided above shall obligate FIRM to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at COM's option, any and all claims of liability and all suits and actions of every name and description that may be brought against COM which may result from the operations and activities under this Agreement performed by FIRM, its subcontractors, its consultants or by anyone employed by any of the above.

44.4.3 The execution of this Agreement by FIRM shall obligate FIRM to comply with the foregoing indemnification provision.

#### 44.5 INSURANCE

Without limiting any other obligations or liabilities of FIRM, FIRM shall provide, pay for, and maintain in force at all times until the Project is completed and accepted by COM and COM's Risk Management (provided that if a longer duration is specified in this Agreement for particular coverages, then the longer duration shall be applicable thereto), such insurance as follows:

##### I. **Builders' Risk**

###### A. **Limits of Liability**

To be determined in accordance with the terms of the construction contract.

###### B. **Endorsements Required**

- "All Risk" Form
- Non-Reporting Form - Completed Value
- Specific Coverage (Project Location and Description)
- Loss or Damage to building material, and property of every kind and description, including insured's property to be used in, or



- incidental to construction
- Business Interruption
- Boiler and Machinery
- Transit
- Foundation Coverage
- Scaffolding and Forms Coverage
- Plans, Blueprints, and Specifications Coverage
- Collapse
- Flood, including inundation, rain, seepage and water damage
- Earthquake
- Subsidence
- Windstorm including hurricane
- Freezing and Temperature Extremes or changes coverage
- Ordinance or building laws
- Theft or burglary
- Coverage for loss arising out of Faulty Work or Faulty Materials
- Coverage for loss arising out of Design Error or Omission
- Testing
- Debris Removal
- Soft (Additional Financing) Costs Coverage
- Replacement Cost Valuation
- Coinsurance Requirements Waived
- Waiver of Subrogation
- Maintenance of Insurance Coverage through warranty period

## II. Commercial General Liability

### A. Limits of Liability

|   |              |
|---|--------------|
| Bodily Injury and Property Damage Liability |              |
| Combined Single Limit                       |              |
| Each Occurrence                             | \$1,000,000  |
| General Aggregate Limit                     | \$ 2,000,000 |
| Products/Completed Operations               |              |
| Aggregate Limit per project                 | \$ 2,000,000 |
| Personal and Advertising Injury             | \$1,000,000  |

### B. Endorsements Required

- City of Miami included as an Additional Insured
- Products/Completed Operations-Coverage should be kept in force for a period of not less than three years from the date of which the work was performed
- Employees included as insured
- Independent Contractors Coverage
- Personal Injury
- Contractual Liability
- Waiver of Subrogation

- Premises/Operations
- Care, Custody and Control Exclusion Removed
- Explosion, Collapse and Underground Hazard
- Incidental Medical Malpractice
- Loading and Unloading
- Mobile Equipment (Contractors Equipment) whether owned, leased, borrowed or rented by the contractor or employees of the contractor

### III. Business Automobile Liability

#### A. Limits of Liability

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

#### B. Endorsements Required

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

### IV. Worker's Compensation

Limits of Liability  
 Statutory-State of Florida  
 Waiver of subrogation

### V. Employer's Liability

#### A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident  
 \$1,000,000 for bodily injury caused by disease, each employee  
 \$1,000,000 for bodily injury caused by disease, policy limit

### VI. Umbrella Policy

#### A. Limits of Liability

Bodily Injury and Property Damage Liability  
 Combined Single Limit \$3,000,000  
 Each Occurrence \$3,000,000  
 Aggregate  
 Products/Completed Operations  
 Aggregate Limit \$3,000,000

#### B. Excess Coverage over the policies as follows

Commercial General Liability  
Business Automobile Liability  
Employers' Liability

FIRM shall provide, pay for and maintain in force at all times during the Project, Professional Liability Insurance, as will assure to COM the protection contained in this Agreement. The insurance coverages shall be at least as set forth below. Each insurance policy shall clearly identify the foregoing indemnification as insured.

Such policy or policies shall be issued by companies approved to do business in the state of Florida, and having agents upon whom service of process may be made in the state of Florida. FIRM shall specifically protect COM by naming COM, its Board, and the City of Miami named insured under the Comprehensive General Liability Insurance Policy hereinafter described.

#### 45. MISCELLANEOUS

##### 45.1 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended invention, or patent of any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this Project or appurtenances, are hereby included in the prices stipulated in this Agreement for said Project.

##### 45.2 DATUM

All elevations are referred to as National Geodetic Vertical Datum (N.G.V.D.) of 1929.

##### 45.3 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by COM's forces or by other contractors is contiguous to work covered by this Agreement, the respective rights of the various interests involved shall be established by the OAR to secure the completion of the various portions of the work in general harmony.

##### 45.4 THIRD PARTY BENEFICIARIES

Neither FIRM nor COM intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations under this Agreement in any third person or entity.

##### 45.5 ASSIGNMENT

Neither party to this Agreement shall assign this Agreement nor subcontract it as a whole without the written consent of the other, nor shall FIRM assign any monies due or to become due to it hereunder, without the prior written consent of the OAR.

##### 45.6 NO INTEREST

Any monies not paid by COM when claimed to be due to FIRM under this Agreement shall not be subject to interest. However, the provisions of COM's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes, as such relates to the payment of interest, shall apply to valid and proper invoices.

#### 45.7 OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, architectural plans, models, photographs, computer AutoCAD disks, reports, surveys, and other data provided in connection with this Agreement and for which COM has rendered payment, are and shall become and remain the property of COM whether the Project for which they are made is executed or not. FIRM and COM agree that all such work shall be considered work made for hire. If this Agreement is terminated for any reason prior to completion of the work, COM may, in its discretion, use any design and documents prepared hereunder for the purpose of completing the Project; provided that if such termination occurs prior to completion of documents and/or through no fault of FIRM; FIRM shall have no liability for such use. After COM has paid for services under this Agreement, COM may reuse any design and documents prepared pursuant to this Agreement at other locations or sites without written verification or adaptation of FIRM, including reuse with modification or adaptation by others; provided that any reuse without the written verification or adaptation of FIRM for the specific purpose intended will be without liability to FIRM. At the completion of the Project, as part of the Project closeout, copies of all drawings on AutoCAD disks shall be transmitted from FIRM to the OAR within seven (7) calendar days of termination of this Agreement in addition to the record drawings (Mylars). The provisions of this clause shall survive the completion of this Agreement and shall thereafter remain in full force and effect. Any compensation due to FIRM shall be withheld until all documents are received as provided herein.

#### 45.8 RECORDS

FIRM shall keep such records and accounts and require any and all architects, consultants and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by COM and shall be kept for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.) if applicable or, if the Florida Public Records Act is not applicable, for a period of three (3) years after the completion of the Project pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by COM of any fees or expenses based upon such entries.

#### 45.9 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COM, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

FIRM's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, national origin,

marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery or other affected activity.

FIRM shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability.

FIRM shall not engage in or commit any discriminatory practice in violation of any applicable law in the performance of this Agreement.

#### 45.10 NO CONTINGENT FEE

FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or FIRM, other than a bona fide employee working solely for FIRM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COM shall have the right to terminate this Agreement without liability at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fees, commission, percentage, gift or consideration.

#### 45.11 REPRESENTATIVE OF COM AND FIRM

45.11.1 It is recognized that questions in the day-to-day conduct of the Project will arise. The OAR shall designate in writing and shall advise FIRM in writing, of one (1) or more COM employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

45.11.2 The OAR will represent COM in administering the Contract Documents from concept through Closeout. The OAR is the chief liaison between COM and the FIRM. All communications between the FIRM and the COM shall be through the OAR.

45.11.3 FIRM shall inform the OAR in writing of the representative of FIRM to whom matters involving the day-to-day conduct of the Project shall be addressed.

#### 45.12 ALL PRIOR AGREEMENTS SUPERSEDED; AMENDMENTS

The Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### 45.13 NOTICES

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

##### FOR COM:

Director,  
Department of Capital Improvements  
and Transportation, City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Miami, FL 33130

and

OAR  
Cary Rea-Sanchez, URS Program Manager  
c/o City of Miami, Dept of Capital Improvements  
444 SW 2<sup>nd</sup> Avenue  
Miami, FL 33130

##### FOR FIRM:

Recreational Design & Construction, Inc.  
Joseph Cerrone III, President  
3990 N Powerline Rd.  
Fort Lauderdale, FL 33309

#### 45.14 TRUTH-IN-NEGOTIATION CERTIFICATE

FIRM's execution of this Agreement shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which COM determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of this Agreement.

#### 45.15 INTERPRETATION

The parties hereto acknowledge and agree that the language used in this Agreement expresses their mutual intent, and no rule of strict construction shall apply to either party

hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to the particular sentence, paragraph or section where they appear, unless the context requires otherwise. Whenever reference is made to a Section of this Agreement, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is expressly made to a particular subsection or subparagraph of such Section.

#### 45.16 CONDITION PRECEDENT TO AGREEMENT

It is understood by the parties to this Agreement that all duties and obligations as set forth herein for the Design and Construction Phases of the Project are contingent upon and shall not be binding upon COM until such time as Notice to Proceed is issued.

The parties hereto acknowledge that as of the date of execution of this Agreement certain necessary governmental approvals may not have been obtained by FIRM in order to lawfully commence the Project. COM shall not be responsible or liable for any damages of any nature whatsoever, including but not limited to, direct, indirect, consequential, impact or other costs and expenses, which may arise as a result of, or connected to, the failure of any governmental entity, other than COM, refusing to grant any necessary approval, permit, variance or any other required consent which may be necessary to commence construction of the Project, or which may arise as a result of any delay in the granting of any such approval, permit, variance or other required consent.

#### 45.17 ENVIRONMENTAL REGULATIONS

FIRM shall notify COM immediately of notice of any citation or violation which FIRM may receive during the time of performance of this Contract.

#### 45.18 RECYCLED CONTENT

In support of the Florida Waste Management Law, FIRM is encouraged to supply any information available regarding recycled material content in the products provided. COM is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. COM also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

#### 45.19 PUBLIC ENTITY CRIME ACT

FIRM represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COM, may not submit a bid on a contract with COM for the construction or repair of a public building or public work, may not submit bids on leases of real property to COM, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COM, and may not transact any business with COM in excess of the threshold amount provided in Section

287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COM pursuant to this Agreement, and may result in debarment from COM's competitive procurement activities.

In addition to the foregoing, FIRM further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether FIRM has been placed on the convicted vendor list.

#### 45.20 CONTRACT CLOSEOUT

- 45.20.1 FIRM shall comply with requirements stated in this Agreement and in Specifications for administrative procedures in closing out the work. When FIRM considers the work substantially complete, FIRM shall submit to OAR a written note that the work, or designated portion thereof, is substantially complete, and a list of items to be completed or corrected.
- 45.20.2 Within five (5) business days after receipt of such notice, OAR will make an inspection to determine the status of completion. Should OAR determine that the work is not substantially complete, OAR will promptly notify the FIRM, in writing, giving the reasons therefor. FIRM shall remedy the deficiencies in the work, and send a second written notice to OAR that the work or designated portion thereof, is substantially complete, again listing items to be completed or corrected.
- 45.20.3 FIRM and OAR will reinspect the work. When OAR determines that the work is substantially complete, FIRM will prepare a Certificate of Substantial Completion in the form of Exhibit H, accompanied by FIRM's list of items to be completed or corrected, as verified and amended by OAR. FIRM will submit the Certificate to the OAR together with FIRM's written acceptance and acknowledgment of responsibility to complete or correct the list of items identified in the Certificate as needing to be completed or corrected. A date by which each listed item will be completed or corrected shall also be included.
- 45.20.4 When FIRM considers the work to be complete, FIRM shall submit written certification that:
- 45.20.4.1 The Contract Documents have been reviewed.
  - 45.20.4.2 The work has been inspected for compliance with Contract Documents.
  - 45.20.4.3 The work has been completed in accordance with Contract Documents.
  - 45.20.4.4 Equipment and systems have been tested in the presence of the COM's representative and are operational.
  - 45.20.4.5 The work is completed and ready for final inspection.



45.20.4.6 At the same time that FIRM submits certification, FIRM shall also submit:

45.20.4.6.1 A Final Certificate of Occupancy.

45.20.4.6.2 Certificates of inspection and testing for mechanical work, and electrical work.

45.20.4.6.3 Project record documents and "as built" drawings.

45.20.4.6.4 Operating and Maintenance data and instructions to COM's personnel.

45.20.4.6.5 Warranties and bonds as required under the Contract Documents.

45.20.4.6.6 Keys and keying schedule.

45.20.4.6.7 Evidence of all COM/user operating demonstrations and training for all equipment in Project.

45.20.5 FIRM and OAR or designee will make an inspection to verify the status of completion within ten (10) business days after receipt of such certification. Should the OAR consider that the work is incomplete or defective, OAR will promptly notify the FIRM, in writing, listing the incomplete or defective work. FIRM shall take immediate steps to remedy the stated deficiencies, and send a second written certification to OAR that the work is complete. FIRM and OAR or designee will then reinspect the work. When the OAR finds that the work is acceptable under the Contract Documents, COM shall request the FIRM to make closeout submittals.

45.20.6 FIRM's closeout submittals to COM shall provide evidence of compliance with requirements of governing authorities and testing agencies and shall include:

45.20.6.1. The requirements of the Contract Documents.

45.20.6.2. Evidence of payment and release of liens: To requirements of general and special conditions.

45.20.6.3. Certificate of Insurance for products and completed operations.

45.20.7 FIRM shall submit a final statement of accounting to the OAR. The statement shall reflect all adjustments to the Contract Sum as follows:

45.20.7.1. The original Contract Sum.

45.20.7.2. Additions and deductions resulting from:

- a. Previous Change Orders.
- b. Allowances, if applicable.
- c. Unit prices.
- d. Deductions for uncorrected work.
- e. Penalties and bonuses.
- f. Deductions for liquidated damages.
- g. Deductions for reinspection payments.
- h. Other adjustments

45.20.7.3. Total Contract Sum, as required.

45.20.7.4. Previous payments.

45.20.7.5. Sum remaining due.

45.20.8 FIRM will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

45.20.9 FIRM shall submit the final application for payment in accordance with procedures and requirements stated in the conditions of this Contract.

#### 45.21 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, FIRM and COM hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

The parties acknowledge and agree that this Agreement is the product of negotiations and has been typed by one party for the benefit of both, and the negotiated terms and conditions herein shall not be construed for or against either party.

#### 45.22 INDEPENDENT CONTRACTOR

FIRM is an independent contractor under this Agreement. Services provided by FIRM pursuant to this Agreement shall be subject to the supervision of FIRM. In providing such services, neither FIRM nor its agents shall act as officers, employees, or agents of the COM. This Agreement shall not constitute or make the parties a partnership or joint venture.

#### 45.23 CONFLICTS

Neither FIRM nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with FIRM's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

FIRM further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COM in any legal or administrative proceeding in which he, she, or FIRM is not a party, unless compelled by court process. Further, FIRM agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COM in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude FIRM or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event FIRM is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, FIRM agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as FIRM.

45.24 WAIVER

COM's and FIRM's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

45.25 SEVERABILITY

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

45.26 INCORPORATION BY REFERENCE

The attached Exhibits A through L are incorporated into and made a part of this Agreement.

45.27 MULTIPLE ORIGINALS

This Agreement may be fully executed in counterparts, each of which, bearing original signatures, shall have the force and effect of an original document.

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

THE CITY OF MIAMI, FLORIDA, a municipal Corporation of the State of Florida

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

By: \_\_\_\_\_

Joe Arriola, City Manager

*MAC*

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

*[Signature]*

ATTEST:

Priscilla A. Thompson  
Priscilla A. Thompson, City Clerk

APPROVED AS TO INSURANCE  
REQUIREMENTS:

Dania Carrillo 6/3/05  
Dania Carrillo, Risk Management Administrator

**Recreational Design and Construction, Inc**

ATTEST:

[Signature]  
Corporate or Company Secretary

Recreational Design and Construction, Inc.

By: [Signature] CEO.  
Steven L Siems, CEO  
Authorized Officer

(Affix Corporate/Company Seal)

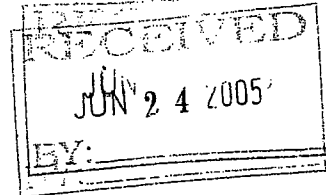
Date: 4/25/05

# City of Miami



JOE ARRIOLA  
City Manager

June 20, 2005



Recreational Design & Construction  
ATTN: Mr. Joseph Cerrone, III, Principal  
3990 North Powerline Road  
Ft. Lauderdale, FL 33309

Re: Design-Build Contract and Amendment  
Little Haiti Park Recreation Facilities  
Resolution #05-0149 Plus #05-0390  
B #38500

Dear Mr. Cerrone:

Enclosed for your records please find a fully executed, original Contract and Amendment between your firm and the City of Miami for Design-Build Construction: Little Haiti Park Recreation Facilities project.

We appreciate the opportunity to work with your firm. Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Dianne E. Johnson  
Government Affairs & Contracts Administrator  
Department of Capital Improvements  
305-416-1285  
[djohnson@ci.miami.fl.us](mailto:djohnson@ci.miami.fl.us)

DEJ: blt

Enclosure

**ADDENDUM TO AGREEMENT**  
**BETWEEN THE CITY OF MIAMI AND RECREATIONAL DESIGN AND**  
**CONSTRUCTION, INC., FOR DESIGN BUILD SERVICES FOR**  
**LITTLE HAITI PARK**

This Addendum is dated the same date and amends, as hereinafter set forth, the agreement between the City of Miami, (COM) and Recreational Design and Construction, Inc., a Florida corporation ("FIRM"), for the provision of Design-Build services for Little Haiti Park, herewith (the Agreement"), and is hereby made a part of the Agreement.

1. Section 1.2, "Change Order", is amended to add the following sentence:

"Change Orders shall be approved in accordance with the City of Miami Code."

2. Section 4.5, "Scope of Work", is amended to provide that any adjustment to the Contract Price and/or Contract Time approved by the OAR shall be subject to the provisions of the City of Miami Code, including, if necessary, City Commission approval.

3. Section 7.2.10, "Method of Billing and Payment", is hereby deleted.

4. Section 17, "Firm's Right to Stop Work or Terminate Contract", is amended in its entirety to read as follows:

"If COM fails to pay FIRM required payments, in the manner and within the time provided in the Local Government Prompt Payment Act (Section 218.70, Florida Statutes), FIRM may provide written notice to COM of the late payment, which may include a statement that the FIRM may stop work or terminate the Agreement fifteen (15) days after the date of notification. Starting with the fourteenth (14<sup>th</sup>) day after notification, the FIRM may provide a subsequent notification of their intent to stop work or terminate the Agreement at the expiration of twenty-four (24) hours, or such greater timeframe as determined by the FIRM, if payment is not received by the FIRM. All such notices to the COM shall be in writing and sent in a manner that provides receipt, including but not limited to: return receipt mail, courier, hand delivery, e-mail (only in .pdf format containing the signature of the FIRM). Upon termination of the Agreement by the FIRM, the FIRM may recover from COM payment for all work executed and any expenses incurred prior to termination, including reasonable profit for services actually performed in full prior to termination, but excluding lost profits, indirect or special, or other damages."

5. Section 44.5, "Insurance", is amended as follows:

- A. Add the following sentence at the end of the first paragraph:

"The FIRM shall require and maintain records of proof of insurance from all subcontractors hired by the FIRM for the Project."

B. Amend Section 44.5 I. to read as follows:

**"I. Builders' Risk**

Causes of Loss: All Risk-Specific Coverage Project Location  
Valuation: Replacement Cost  
Deductible: \$2,500 All other Perils  
5% maximum on Wind

A. Limit- at Site \$ 1,294,000

B. Coverage Extensions:

1. Materials, supplies and similar property owned by others for which you are responsible.
2. Full coverage up to policy limits for equipment breakdown.
3. Temporary storage/transit coverage.
4. Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
5. Fences, scaffolding, construction forms coverage and signs
6. Valuable papers coverage for blueprints, site plans and similar documents.
7. Trees, shrubs, sod, plants while at premises.
8. Flood, including inundation, rain, seepage and water damage.
9. Earthquake
10. Business Interruption
11. Subsidence
12. New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
13. Escalation clause in the event of a total loss up to 5% of policy limit.
14. Temporary structures, cribbing and false work built or erected at construction site.
15. Unintentional errors and omissions in reporting clause
16. Full coverage up to policy limits for testing including physical loss caused by pneumatic and hydrostatic testing.
17. Debris Removal."

C Delete the paragraph immediate following Section 44.5. VI., beginning with the words "FIRM shall provide," and add the following requirement as Section 44.5. VIII:

**"VIII: Professional Liability/Errors & Omissions**

A. Limits of Liability

Each Claim \$1,000,000  
Aggregate \$1,000,000

B. Project Specific Coverage

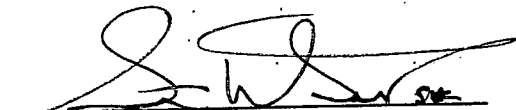
Each Claim \$1,000,000  
Aggregate \$1,000,000"

Except as modified herein, all the terms and conditions of the Contract and the contract Documents remain unchanged.

In Witness Whereof, the parties have executed this Addendum effective as of the date of the Agreement.

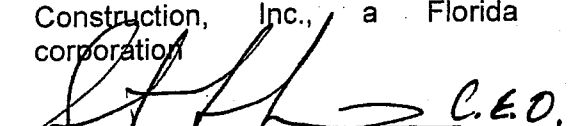
FIRM

Attest:

  
(signature)

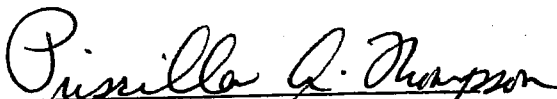
Print Name: Steven Westervelt  
Secretary

Recreational Design and  
Construction, Inc., a Florida  
corporation

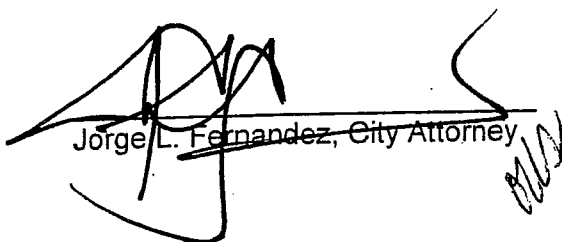
  
(signature) C.E.O.

Print Name: STEVEN L. SIEMS  
Title: CHIEF EXECUTIVE OFFICER

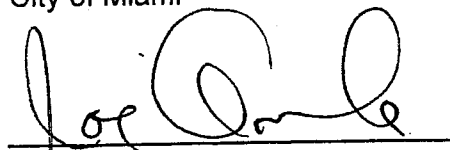
Attest:

  
Priscilla A. Thompson, City Clerk

Approved as to Form and Correctness:

  
Jorge L. Fernandez, City Attorney

City of Miami

  
Joe Arriola, City Manager  
MHC

Approved as to Insurance  
Requirements:

Dania Carrillo 6/9/00  
Dania Carrillo,  
Risk Management Administrator





February 24, 2005

## Technical Proposal Site Amenities and Equipment

Recreational Design & Construction, Inc. has provided the following amenities and equipment for the construction of the Little Haiti Park located at 6301 and 6311-29 NE 2<sup>nd</sup> Avenue in Miami, Florida.

### Site Preparation:

- ▶ Clearing and prepping with-in the limits of work to prepare the area for construction shall be performed as a part of this scope of work.
- ▶ Debris resulting from the clearing, grubbing and demolition shall be disposed of at an off site location in accordance with all applicable codes and statutes.
- ▶ The area with-in the limits of construction shall be graded/shaped as required to construct the parking lot, service road, soccer fields, fixed bleachers (w/restrooms and storage below), fitness trail (w/exercise stations), toddler playground, splash deck, create dry detention/wet retention areas for storm water drainage and provide proper building pad elevations for the pre-manufactured open picnic shelters, domino park shelter and the maintenance building.

### Site Work:

- ▶ One hundred ninety nine (199) asphalt parking spaces, including a minimum of six (6) ADA accessible spaces, shall be constructed.
- ▶ Each parking space shall be striped in accordance with Miami-Dade County standards and provided with concrete wheel stops.
- ▶ FDOT compliant signs shall be provided for each ADA parking space.
- ▶ A 24'-0" wide park entry road shall be constructed at the southeast corner of the park to provide access to the proposed parking lot.
- ▶ A 24'-0" wide stabilized gravel park service road shall be constructed along the east side of the park to provide access from NE 64<sup>th</sup> Terrace to the proposed parking lot.
- ▶ A 24'-0" wide park entry roads shall be constructed along 2<sup>nd</sup> Avenue to provide access to the proposed parking lot.
- ▶ Asphalt roadways and parking lots shall be constructed with a 12" sub-base (minimum LBR40) compacted to 98% of maximum density (AASHTO T-180), 8" lime rock base compacted to 98% of maximum density (AASHTO T-180) and an 1 ½" Type S-1 asphaltic concrete wearing surface.
- ▶ Type "D" curbing shall be installed to protect all landscape islands.

- ▶ Two (2) 12'-0" wide lockable "baffle" gates shall be installed at each of the park entrances to help prevent access during off hours.
- ▶ ADA compliant asphalt and concrete sidewalks shall be installed to provide pedestrian access to the site amenities. The sidewalks will be constructed in accordance with the City of Miami standards.
- ▶ A CMU dumpster enclosure (w/gates) shall be constructed for the concession/restroom building in accordance with local code requirements.
- ▶ A bicycle rack with direct burial, as manufactured by DuMor Inc. (or equal), shall be installed near the soccer fields and adjacent to the community center (2-total). Each bicycle rack will be provided with a 5'-0" x 5'-0" x 4" thick concrete maintenance pad.

### **Site Electric and Lighting:**

- ▶ A 3-phase electric service shall be installed as required to provide power for the soccer field, public restrooms, concession area, picnic shelters, entry/exit drive and the parking lot lighting.
- ▶ A 3-phase electric service shall be installed as required to provide power for the community center buildings, splash deck, domino park shelter, entry/exit drives and the parking lot lighting.
- ▶ Parking lot and driveway lighting shall be provided to meet the minimum standards required by the Miami-Dade County Code of Ordinances.
- ▶ All light poles shall be installed in compliance with FBC 2001 High Velocity Wind Zone requirements.

### **Site Utilities:**

- ▶ The existing water mains, located in Northeast 2<sup>nd</sup> Avenue & Northeast 64<sup>th</sup> Terrace, will be tapped to provide a 12" potable water service to the site that will supply the domestic water services, irrigation system and fire protection loop.
- ▶ The potable water and irrigation systems will be installed in PVC (schedule 40) pressure pipe/fittings and include separate 2" reduced pressure backflow preventer.
- ▶ The fire protection system will be installed in ductile iron pipe with mechanical joint fittings and consist of an 8" double detector check valve assembly with a 1" backflow preventer (at sub-meter) and two (2) fire hydrants.
- ▶ A 6" sanitary sewer shall be connected to the existing system in N.E. 2<sup>nd</sup> Avenue and installed to provide service for the public restrooms, concession area and the community center.
- ▶ The gravity sanitary sewer system shall be installed in PVC (SDR-35) pipe and fittings. Sanitary manholes will be installed at every change of direction and as accessible clean-outs at the high ends of the system.
- ▶ A 750 gallon grease trap shall be installed at the soccer field concession area in accordance with Florida Administrative Code Chapter 64E.

### **Soccer Fields:**

- ▶ One (1) regulation size Federation Internationale de Football Association (FIFA) soccer fields 70 yards wide x 120 yards long shall be constructed.
- ▶ One (1) green area/practice field 85 yards wide x 120 yards long shall be constructed adjacent to the regulation soccer field.
- ▶ Both soccer playing surfaces shall be constructed with 1 ½" thick rolled Bermuda Tifway 419 grass sod.
- ▶ Once the sod has been installed, and prior to turning the project over to the owner, both soccer fields shall be provided with regulation striping, portable goals and corner flag-posts.
- ▶ A field sport lighting system shall be provided to illuminate the tournament soccer field with a minimum maintained thirty (30) foot candle average and a maximum to minimum ratio of 2:1.
- ▶ The soccer field sport lighting system shall be as manufactured by Musco Lighting, Inc.(or equal).
- ▶ The soccer field sport lighting system will be provided with a separate electric power supply allowing it to operate independently of other amenities.
- ▶ The soccer field shall be provided with an electrically operated multi purpose (soccer/football) score board (Daktronics, Inc. model #MS-918 LED or equal).

### **Fixed Bleachers (w/Restrooms, Concession & Storage Facilities):**

- ▶ Two (2) sets of ADA accessible fixed and raised reinforced concrete bleachers shall be installed along the west side of the tournament soccer field to accommodate a minimum of seven hundred fifty (750) people.
- ▶ The bleachers shall be designed to accommodate ADA compliant women's and men's restrooms, concession area, control booth, janitors room, splash deck equipment room, electric room and storage facilities beneath them.
- ▶ The fixed bleachers shall be constructed of reinforced concrete.
- ▶ A forty two hundred square foot (4200 sf) shade structure shall be installed over the open seating areas.
- ▶ The restrooms, concession area, janitors room, splash deck equipment room, electric room and storage facilities shall be constructed of reinforced concrete masonry units with filled cells, bond beams, and a monolithic concrete foundation with a 4" reinforced concrete slab on grade.
- ▶ A 12'-0" x 8'-0" prefabricated metal control booth shall be installed along the top rows of bleacher seating.
- ▶ The grade level exteriors will be finished with painted 5/8" stucco (standard color as selected by owner).
- ▶ Aluminum intake louvers with insect-screens shall be installed in the exterior wall to provide make-up air into the restrooms, concession area, janitors room, splash deck equipment room, electric room and storage facilities. The louvers shall meet Miami-Dade product approval.
- ▶ Exterior hollow metal doors/frames shall be installed and finished with two (2) coats of

exterior alkyd enamel over factory primer. The exterior doors shall meet Miami-Dade product approval.

- ▶ All door hardware provided shall be vandal proof "Classroom" type.
- ▶ Impact resistant sliding glass windows will be installed on the field side of the control booth. The impact resistant windows shall meet Miami-Dade product approval.
- ▶ Painted epoxy floors and base coves (standard color as selected by owner) shall be installed in the restrooms and concession area.
- ▶ Floors in the janitors room, elevator equipment room, splash deck equipment room, electric room and storage facilities shall have a steel troweled concrete finish.
- ▶ The ceiling in the restrooms and concession area shall be epoxy painted 5/8" wallboard.
- ▶ The ceiling in the janitors room and splash deck equipment room shall be painted 5/8" wallboard.
- ▶ The ceilings in the electric room and storage facilities shall be exposed.
- ▶ Frame walls will be constructed of 20 gauge metal studs finished with painted 5/8" gypsum wallboard.
- ▶ The concession area will be provided with storage cabinets, counter tops, an impact resistant roll-up window (w/screen and stainless steel ledge), (1) 3-compartment sink, (1) hand sink, (2) floor drains, (1) hose bib and (1) ceiling mounted paddle fan.
- ▶ The concession area cabinet bases and counter-tops shall be constructed of 3/4" plywood with all surfaces receiving a plastic laminate coating.
- ▶ Two (2) fire extinguishers with recessed cabinets shall be provided to meet the all NFPA and Florida Building Code requirements.
- ▶ ADA signs shall be provided at each restroom as required by the Florida Building Code.
- ▶ Toilet accessories to be Stainless Steel as manufactured by Bobrick (or equal) and shall comply with the latest ADA regulations.
- ▶ The toilet partitions shall be floor mounted, overhead braced. Urinal screens are to be designed for complete support to the wall structure. All mounting hardware to be a heavy duty design, using theft resistant one-way screws. All panels to be solid polymer resin 1" thick with uniformly machined radius edges. All partitions are to be connected to the wall with a continuous bracket. As manufactured by Santana (or equal).
- ▶ The men's restroom facilities shall consist of (1) water closet, (1) ADA water closet, (1) urinal (w/carrier), (1) ADA urinal (w/carrier), (2) wall-hung lavatory, (1) ADA wall-hung lavatory (w/carrier), (1) interior hose bib (w/loose tee key) and (2) floor drains.
- ▶ The women's restroom facilities shall consist of (4) water closets, (1) ADA water closet, (2) wall-hung lavatory, (1) ADA wall-hung lavatory (w/carrier), (1) interior hose bib (w/loose tee key) and (2) floor drains.
- ▶ One (1) "bi-level" ADA stainless steel electric water cooler shall be provided on an exterior wall.
- ▶ The splash deck equipment room shall be provided with one (1) hose bib and one (1) floor drain as required by FAC Chapter 64E-9.
- ▶ Two (2) recessed wall hydrants (w/lockable box) shall be installed in the exterior walls.
- ▶ The public restrooms, concession area, janitors room, splash deck equipment room, electric room and storage facilities shall be provided with mechanical ventilation in accordance with the Florida Building Code.
- ▶ Vandal resistant fluorescent lights, as manufactured by Kenall Manufacturing (or equal), shall be provided in the public restrooms.
- ▶ Wraparound fluorescent light fixtures, as manufactured by Columbia Lighting (or equal),

shall be provided in the concession area, janitors room, electric room and splash deck equipment room.

- ▶ Fluorescent strip light fixtures with wire guards, as manufactured by Columbia Lighting (or equal), shall be provided in the elevator equipment room and storage facilities.
- ▶ Wall mounted vandal resistant light fixtures, as manufactured by Kim Lighting (or equal), shall be provided along the exterior walls for security lighting. The security lighting shall be controlled with a timer.

### **Storage Building:**

- ▶ An ADA accessible eight hundred square foot (800 sf) prefabricated metal building shall be constructed to provide storage for maintenance personnel.
- ▶ The exterior building shell shall be constructed of 26-gauge pre-painted galvanized "R-Panel".
- ▶ The roof system is a 26-gauge galvalume "R-Panel" over 3" of reinforced white vinyl faced fiberglass insulation. The roof system shall include ridge vents, gutters and downspouts.
- ▶ One (1) 8'-0" x 8'-0" impact resistant roll-up door shall be installed. The impact resistant door shall meet with Miami-Dade product approval.
- ▶ The exterior entry doors will be constructed of painted hollow metal with metal frames and shall meet with Miami-Dade product approval.
- ▶ All door hardware provided shall be vandal proof "classroom" type.
- ▶ The floor shall have a steel troweled concrete finish.
- ▶ The ceiling shall be exposed.
- ▶ A fire extinguisher shall be provided to meet the all NFPA and Florida Building Code requirements.
- ▶ Fluorescent strip light fixtures with wire guards, as manufactured by Columbia Lighting (or equal), shall be provided.
- ▶ Wall mounted vandal resistant fluorescent light fixtures, as manufactured by Kim Lighting (or equal), shall be provided along the exterior of the storage building for security lighting. The security lighting shall be controlled with a timer.

### **Vita Trail:**

- ▶ A twenty (20) station vita course shall be constructed around the soccer fields.
- ▶ Approximately one thousand fifty (1,050) lineal feet of 8'-0" wide asphalt paths shall be constructed to provide ADA compliant access to all the proposed exercise stations.
- ▶ The 8'-0" wide paths shall be constructed with a 10'-0" wide x 6" deep lime rock base and a 1" thick asphalt topping.

### **Picnic Pavilions:**

- ▶ Two (2) ADA accessible 15'-0" x 15'-0" prefabricated pavilions, as manufactured by RCP Shelters Inc. (or equal), will be installed.
- ▶ Each shelter will be provided with a 20'-0" x 20'-0" x 4" thick reinforced concrete slab on grade.
- ▶ The pavilion roofs shall be constructed with tongue and groove exterior grade wood decking, pressure treated fascia, and a standing seam metal roof system (standard color as selected by owner). The standing seam metal roofing materials shall meet Miami-Dade product approval.
- ▶ The concrete slab in the pavilions shall have a steel troweled finish.
- ▶ One (1) picnic table, one (1) ADA compliant picnic table and one (1) hexagonal waste receptacles as manufactured by the Plastic Lumber Company (or equal) shall be provided at each pavilion (2-each total).
- ▶ One (1) barbeque grill, as manufactured by DuMor Site Furnishings (or equal), will be provided for each pavilion (2-total).
- ▶ Each pavilion shall be provided with (2) GFCI (110V) receptacles.
- ▶ Each pavilion shall be provided with (1) hose bib (w/loose tee key).

### **Playground:**

- ▶ An approximately seventeen hundred ten square foot (1,710 sf) playground area shall be constructed and the equipment shall occupy a minimum area of 45'-0" x 38'-0".
- ▶ The playground area shall be constructed in an irregular perimeter pattern.
- ▶ The playground surface area shall be constructed to provide positive sheet flow drainage.
- ▶ The playground area shall be constructed to be ADA compliant.
- ▶ A 5'-0" wide ADA compliant concrete sidewalk shall be constructed around the entire perimeter of the playground area creating an irregular shaped border.
- ▶ A 4'-0" high black vinyl coated galvanized chainlink fence shall be constructed around the outside perimeter of the playground area.
- ▶ The playground components, as manufactured by Landscape Structures, Inc. (or equal), shall consist of a minimum (9) elevated play components, (9) elevated components that are accessible by transfer and (2) grade level components.
- ▶ Sand fill shall be installed to a minimum of 12" deep within the perimeter of the playground as the primary safety surface.
- ▶ A seamless, porous, and slip resistant safety surface shall be constructed over a 4" thick porous concrete substrate to cover the ADA accessible areas of the playground.
- ▶ A sun shade structure, as manufactured by Ball Products, Inc. (or equal), shall be constructed to cover the entire playground area.
- ▶ The sun shade structure shall be manufactured of a powder coated steel frame construction with galvanized secondary members and stainless steel main supports.
- ▶ The sun shade fabric shall be provided in a minimum of two (2) colors (standard colors as selected by Owner) and provide UV protection.

### **Domino Park Shelter:**

- ▶ A one thousand square foot (1,000 sf) ADA accessible domino shelter shall be constructed of concrete columns and tie beams.
- ▶ The shelter will be provided with a 50'-0" x 20'-0" x 4" thick reinforced concrete slab on grade.
- ▶ The roof of the shelter shall be constructed of pre-fabricated wood trusses with 5/8" CDX plywood sheathing and a standing seam metal roof system (standard color as selected by owner). The metal roofing materials shall meet Miami-Dade product approval.
- ▶ The concrete slab in the pavilion shall have a steel troweled finish.
- ▶ The ceiling shall be finished with 5/8" painted stucco over metal lathe.
- ▶ The pavilion shall be provided with (1) hose bib (w/loose tee key).
- ▶ The pavilion will be provided with eight (8) vandal resistant fluorescent lights as manufactured by Kenall Manufacturing (or equal). The lights shall be controlled by a time clock with a manual over ride.
- ▶ The pavilion shall be provided with (2) GFCI (110V) receptacles.
- ▶ Four (4) wood framed domino gaming tables will be installed and secured to the concrete slab.

### **Splash Deck:**

- ▶ Approximately twelve hundred ninety two square feet (1292 sf) of 6" thick concrete splash deck area shall be provided.
- ▶ Approximately eighteen hundred twenty six square feet (1826-sf) of 4" thick concrete viewing deck shall be installed around the splash deck area.
- ▶ A 6'-0" high vinyl coated chain link fence, with (2) 4'-0" wide self closing gates shall be constructed around the perimeter of the splash deck.
- ▶ Splash deck play features shall include (1) Belle Spray (#BLSJ-001), (1) Silly Serpent (#SSPT-001), (1) Shower Tower 6V (#SHTW-002), (1) Rain Drop (#RNDP-001), (1) Palm Tree (#PLMT-001) and (2) Pop Jets (#PPJT-003) as manufactured by Rain Drop Products (or equal).
- ▶ A 2000 gallon collector tank (8' x 8' x 5' deep) and two (2) eight inch (8") drains with shut off valves (from splash deck to tank) shall be installed within 50'-0" feet of splash deck.
- ▶ Feature and circulation pumps shall be as manufactured by ITT Marlow (or equal).
- ▶ A modular horizontal dual lateral sand filter, as manufactured by Baker Hydro Filtrations Inc. (or equal), shall be installed.
- ▶ A Strantrol System 3 chemical controller, as manufactured by U.S. Filters (or equal), shall be provided.
- ▶ A chemical feed pump, as manufactured by Stenner (or equal), shall be provided.
- ▶ A Pulsar III chlorine feeder system, as manufactured by Arch HTW Water Chemicals (or equal), shall be provided.
- ▶ All filter and feature plumbing shall be installed in PVC piping with pressure fittings.
- ▶ One (1) ADA compliant column rinse shower, as manufactured by Most Dependable Fountains (standard color as selected by Owner) or equal, shall be installed on the deck



- ▶ within 20'-0" of the nearest water's edge.
- ▶ Two (2) hose bibs with vacuum breakers shall be provided at the perimeter of the splash deck.
- ▶ Overhead lighting shall be installed to provide a minimum of thirty (30) foot candles of illumination at floor level.
- ▶ One (1) portable vacuum cleaner, as manufactured by Hammerhead (or equal), shall be provided.
- ▶ Factory start up shall be provided for the pool equipment.

### **Church Renovation (Budget Allowance):**

- ▶ The renovation of the Church Building will be completed with the Allowance funds of three hundred ninety four thousand six hundred sixty nine (\$394,669.00) until subsequently modified by additional City Commission action.
- ▶ The existing ten thousand square foot (10,000 sf) church building shall be renovated to provide separate six thousand square foot (6,000 sf) and four thousand square foot (4,000 sf) structures.
- ▶ The proposed six thousand square foot (6,000 sf) structure shall be designed to include an aerobics room, arts and crafts room, classroom, community office, computer room, exercise/weight room, multi-purpose room, public restrooms, electric room, storage room mechanical room and a terrace.
- ▶ The proposed four thousand square foot (4,000 sf) structure shall be designed to include parks offices, support areas, public restrooms, storage room, electric room, data/telephone room and mechanical room.
- ▶ Openings in the exterior of the existing building created by the renovation shall be filled with masonry block and finished with painted 5/8" stucco as part of the budgeted allowance.
- ▶ The exterior of the existing building shall be patched and provided with a painted 5/8" stucco finish (standard color as selected by owner) as part of the budgeted allowance.
- ▶ ADA accessibility to and with-in the renovated structures shall be provided as part of the budgeted allowance.
- ▶ The interior of the existing building shall be renovated to a like new condition as part of the budgeted allowance.
- ▶ The existing interior plumbing services shall be reused as part of the budgeted allowance.
- ▶ The existing mechanical systems shall be replaced with new as part of the budgeted allowance.
- ▶ The existing interior electrical systems shall be upgraded as part of the budgeted allowance.

### **Landscaping/Irrigation:**

- ▶ Landscaping shall be provided through-out the developed portion of the project in accordance with the Miami-Dade County code requirements.
- ▶ Native species will be planted wherever possible.
- ▶ Bahia/Seashore Paspalum sod shall be provided in all areas of development except for the soccer fields.
- ▶ The soccer fields will be constructed of rolled Bermuda Tifway 419 grass sod with a minimum of two inches (2") of growing soil.

- ▶ Trees installed in the soccer field areas shall provide shade for people but be situated such that the Bermuda grass is not blocked from the sunlight for long periods of time.
- ▶ Irrigation controls shall be contained in lockable cabinets that will be hidden from the view of public areas in the park.
- ▶ Irrigation systems shall be provided with rain/moisture sensors.
- ▶ An irrigation system that provides full coverage shall be installed for the soccer fields.

**General Provisions:**

- ▶ RDC shall provide all civil, landscape, irrigation, pool, architectural, structural, mechanical, plumbing and electrical plans necessary to permit and construct the proposed Little Haiti Park project.
- ▶ RDC shall provide topographical surveys, including construction stakeout, necessary to complete the proposed project.
- ▶ RDC shall provide all Geotechnical services required to complete the proposed project.
- ▶ RDC shall be responsible to provide all necessary temporary power, water, telephone and sanitary facilities during construction of the proposed project.
- ▶ RDC shall be responsible to secure all required permitting for the project listed above.

**Responsibilities of Others:**

- ▶ City of Miami permitting and review fees shall be reimbursed by the Owner at actual costs.
- ▶ Outside agency permitting and review fees shall be reimbursed by the Owner at actual costs.
- ▶ Water meter(s) & impact fees.
- ▶ FPL service(s), up-grade(s), meter(s) and connection fees.

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## **EXHIBIT B**

### **SCOPE OF WORK PLANS AND SPECIFICATIONS**

**B1 - Scope**

**B2 - Plans**

**B3 - Specifications**

## **BI – SCOPE**

## Little Haiti Park-Soccer Fields and Recreational Center, B-38500

The scope of the project is to create a community park on the former Keystone Trailer Park. The scope also includes all labor, materials, supplies, equipment and supervision to design and construct all elements described below; (ref. #2), the recreational center; (ref #3) bleachers.

### Scope of Work

#### 1) Site Planning and Preparation:

- Site planning and preparation including demolition, fills, grading, drainage and utilities.

#### 2) Recreational Center:

- The existing 10,000 sf church will be renovated into two (2) buildings. One at 6,000 sqft and the remaining 4,000 sqft. Will be converted into the recreational center with exterior terraces that will include, but not be limited to the following:
  - Aerobics Room
  - Arts and Craft Room
  - Classroom
  - Community Office
  - Computer Room
  - Exercise/Weight Room
  - Multi-purpose Room
  - Parks Office
  - Restrooms (Male and Female)
  - Support Areas, Storage, Electrical, Data/Telephone and Mechanical Room
  - Terrace

### Soccer Field & Open Space

- One (1) international (FIFA Standard) soccer field. Field surfaces shall be constructed with rolled Bermuda Tifway 419 grass sod.
- Open Space surfaces shall be constructed with rolled Bermuda Tifway 419 grass sod.

#### 3) Bleachers:

- Fixed bleachers for the soccer fields to accommodate 750 to 900 spectators.
  - Restrooms and field storage for goal posts and other field and maintenance equipment. To be contained under the bleachers.

#### 4) Vita Course:

- Vita course with exercise equipment spaced around the 6' wide asphalt pathway.

#### 5) Game Area:

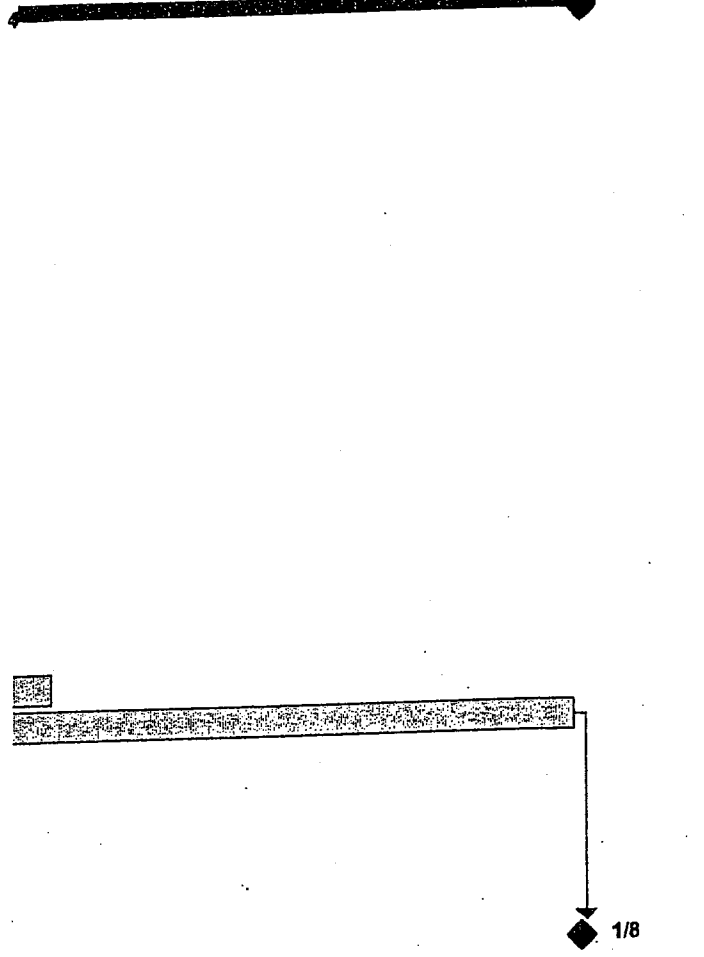
- Domino area with pre manufactured shelter and four (4) game tables.
- 6) **Picnic Areas:**
- Picnic areas with picnic tables and pre manufactured open shelters.
- 7) **Playground:**
- Playground area with play equipment by Landscape Structures, Inc. with 4' safety fence and poured in place rubber safety surface.
- 8) **Park Lighting:**
- Sports and security lighting throughout the park.
- 9) **Landscaping and Irrigation:**
- The Landscaping and Irrigation system to meet city code for size species.
    - Landscaping shall be provided throughout the developed portion of the project in accordance with the City of Miami code requirements.
    - Native species will be planted wherever possible.
    - Bahia/Seashore Paspalum sod shall be provided in all areas of development except for the athletic fields.
    - The athletic fields will be constructed of rolled Bermuda Tifway 419 grass sod.
- 10) **Site Amenities:**
- Hexagonal picnic tables
  - ADA compliant picnic table
  - Two (2) hexagonal waste receptacles as manufactured by the Plastic Lumber Company (or equal)
- 11) **Parking Lot:**
- Event parking lot for a total of approximately 120 to 130 cars. Parking lot and driveway lighting shall be provided to meet the minimum standards required by the City of Miami Code of Ordinances.
- 12) **Fire Lane and Fire Hydrant:**
- New fire line and hydrant to serve new recreation center.
- 13) **Streetscape:**
- Streetscape improvements fronting the proposed project in conjunction with the North East 2<sup>nd</sup> Avenue Improvements

Exhibit "J"

2007

Jan Feb

| ID | Task Name                                |
|----|--|
| 1  | Little Haiti Park                        |
| 2  |  |
| 3  | Contract Award                           |
| 4  | Design Development                       |
| 5  | Schematic design , Building              |
| 6  | 30% review site                          |
| 7  | 60% review site                          |
| 8  | Permit submittal/review site             |
| 9  | Outside agency permits                   |
| 10 | Early work permit for site work          |
| 11 | Site Demolition                          |
| 12 | FIFA Soccer field                        |
| 13 | Open play Field                          |
| 14 | Splash Deck                              |
| 15 | Play Ground                              |
| 16 | Fixed Bleachers w/restrooms & concession |
| 17 | Domano Park                              |
| 18 | Maintance Building                       |
| 19 | Picnic area                              |
| 20 | Renovated Community Building             |
| 21 | Paving, Grading & Drainage               |
| 22 | Vita Course                              |
| 23 | Landscaping & Irrigation                 |
| 24 | Site Furnishings                         |
| 25 | Phase I Completion (Park/Open Space)     |
| 26 | Phase II Completion (Recreation Center)  |



.....

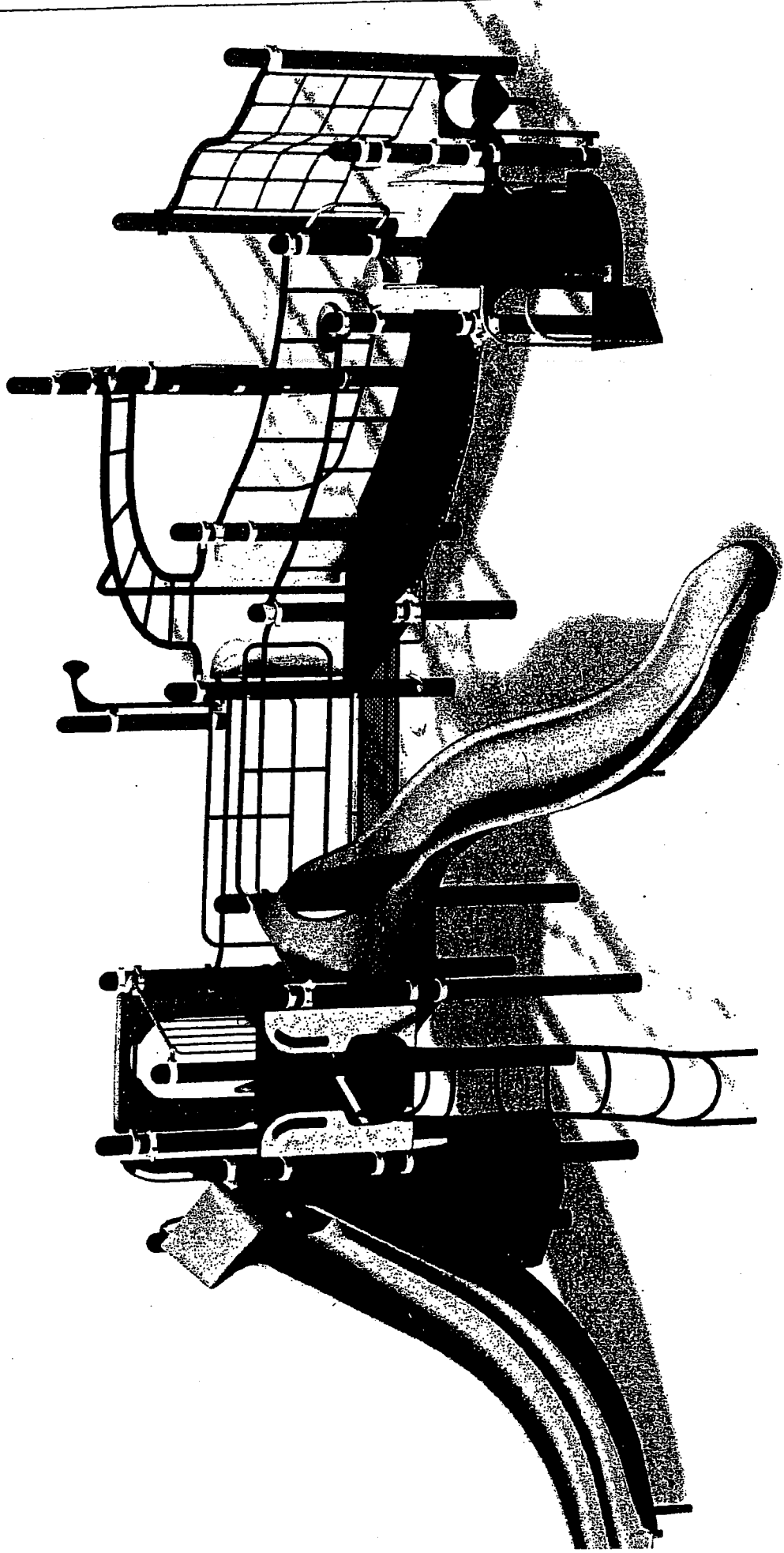
B2 - PLANS

4 30



## B3 – SPECIFICATIONS

2  
4



Rep Services, Inc.



11/24/2004

310

Little Haiti Park, Miami, FL



**ANDSCAPE  
STRUCTURES INC**



THE IPEMA CERTIFIED logo is a mark of approval for the quality of the work performed by the member firm. It is not a guarantee of the quality of the work, but a statement of the member firm's commitment to the highest standards of professional conduct.

THIS PLAN AND ALL INSTRUMENTS AND RECORDS THEREON ARE THE PROPERTY OF LANDSCAPE STRUCTURES, INC. AND WILL BE RETURNED TO THE FIRM UPON REQUEST.

IT IS THE RESPONSIBILITY OF THE USER OF THIS PLAN TO VERIFY THE ACCURACY OF THE DATA AND TO OBTAIN NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTING AND SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PLANTING DAMAGED OR DESTROYED DURING THE COURSE OF THE WORK.

DESIGNED BY:  
L.S.  
LANDSCAPE STRUCTURES, INC.

**LANDSCAPE STRUCTURES, INC.**  
150 LAUREL  
MIAMI, FL 33136  
TEL: 305-371-1111  
FAX: 305-371-1112



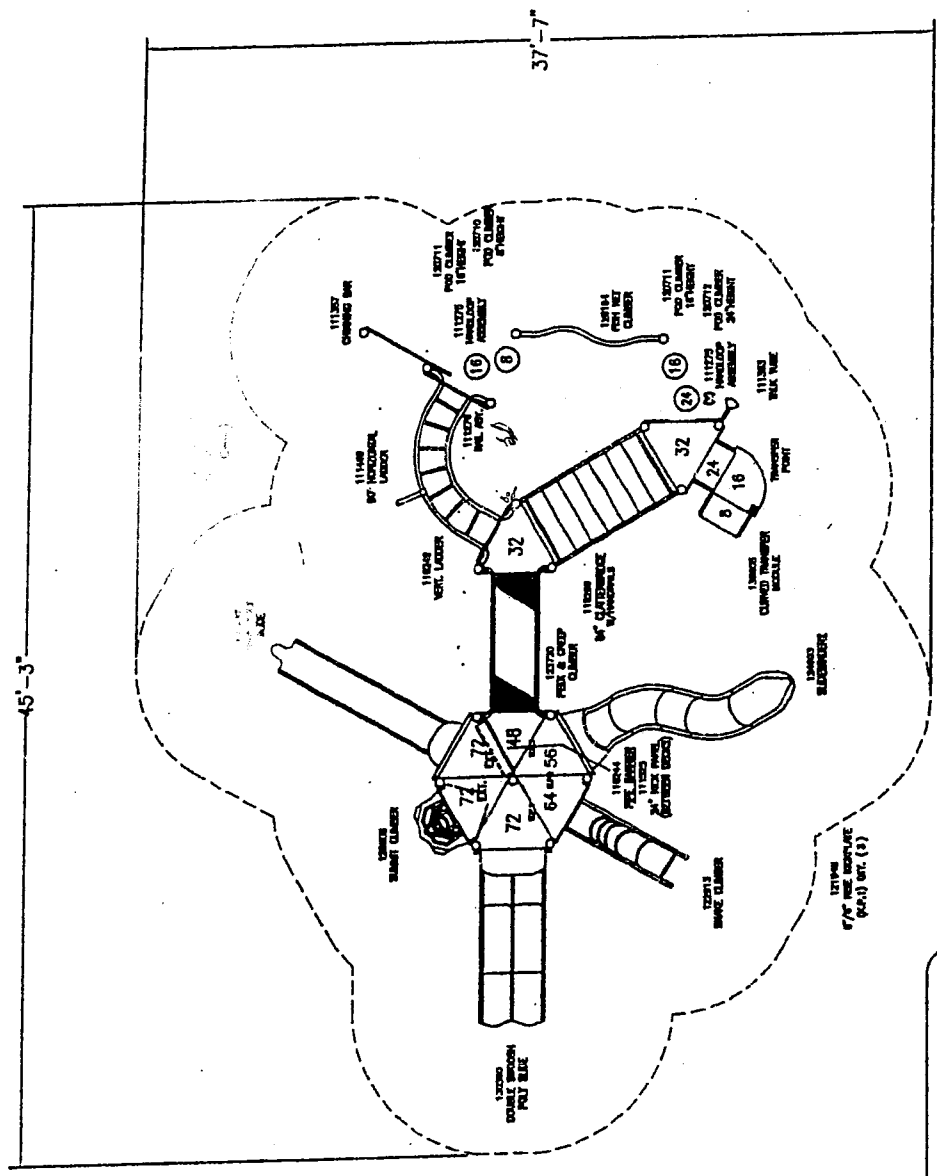
REP SERVICES  
150 LAUREL  
MIAMI, FL 33136

SECTION TWO  
PLAYDOOSTER

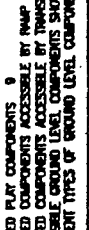
Drawings #:  
310

REP SERVICES  
INC.  
J.T. ALMON II

LITTLE HAITI PARK, MIAMI, FL



- 0 TOTAL ELIMATED PLAY COMPONENTS
- 0 TOTAL ELIMATED COMPONENTS ACCESSIBLE BY SWAP
- 0 TOTAL ELIMATED COMPONENTS ACCESSIBLE BY TRANSFER
- 0 TOTAL ELIMATED COMPONENTS SHOWN
- 0 TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN
- 2 TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS
- 3 TOTAL ELIMATED COMPONENTS SHOWN



SCALE IN FEET



ACCESSIBLE ROUTE OF TRAVEL

EXHIBIT C

FORM CERTIFICATE OF INSURANCE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NF  
RECIB-1

DATE (MM/DD/YYYY)  
06/07/05

|   |  |   |               |
|---|--|---|---------------|
| <b>PRODUCER</b><br>P.J.K. INSURANCE, INC.<br>2500 NORTH POWERLINE ROAD<br>POMPANO BEACH FL 33069<br>Phone: 954-979-5855 Fax: 954-979-6788 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
| <b>INSURED</b><br>Recreational Design & Construction, Inc.<br>3990 Powerline Rd<br>Oakland Park FL 33309                                  |  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b> |
|   |  | INSURER A: Lexington Insurance Company  |               |
|   |  | INSURER B: LANDMARK INSURANCE CO.   |               |
|   |  | INSURER C: ASSURANCE CO OF AMERICA  | 19305         |
|   |  | INSURER D: HARBOR SPECIALTY INS. CO.  |               |
|   |  | INSURER E: CNA International Re   |               |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|----------------|-------|---|-----------------|------------------------------------|-------------------------------------|---|
| A              | X     | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$10,000 Ded.<br>GEN. AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 2897484         | 06/07/05                           | 06/07/06                            | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000      |
| C              |       | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  | 037733871       | 03/12/05                           | 03/12/06                            | COMBINED SINGLE LMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY EA ACC \$<br>AGG \$ |
| B              |       | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$10,000   | LHN025066       | 06/07/05                           | 06/07/06                            | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$<br>\$<br>\$   |
| D              |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | 099000006248203 | 12/01/04                           | 12/01/05                            | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER<br>EL EACH ACCIDENT \$1,000,000<br>EL DISEASE - EA EMPLOYEE \$1,000,000<br>EL DISEASE - POLICY LIMIT \$1,000,000                         |
| E              |       | OTHER<br>Professional Liability (E&O)   | CPB114045042    | 10/01/04                           | 10/01/05                            | Per Claim \$1,000,000<br>Aggregate \$1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is listed additional insured for general & auto Liability. Project-Design Build Services Little Haiti.  
 Fax# 954-566-3335

## CERTIFICATE HOLDER

## CANCELLATION

MIAMI - 3  
 City of Miami  
 444 SW 2nd Street  
 Miami FL 33130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Elaine Kledzik *Elaine Kledzik*

EXHIBIT D

FORM OF PERFORMANCE BOND

# Design-Build Performance Bond

# EXHIBIT D

Bond No.: 400TE7883

The Owner, City of Miami (the "Owner") and the Design-Builder, Recreational Design & Construction, Inc. (the "Design-Builder") have entered into a Contract (the "Contract") dated \_\_\_\_\_ for Design/Build Services for (the "Project"). The Contract is incorporated by reference into this Performance Bond (the "Bond").

By virtue of this Bond, the Design-Builder as Principal and Fidelity & Guaranty Insurance Company as Surety ("Surety"), are bound to the Owner as Oblige in the maximum amount of ---Dollars (\$) (the "Bond Sum"). The Design-Builder and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS.** It is the condition of this Bond that if the Design-Builder performs the construction work called for pursuant to the Contract, the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract. The Owner may not invoke the provisions of this Bond unless the Owner has performed its obligations pursuant to the Contract. Upon making demand on this Bond, the Owner shall make the Contract Balance (the total amount payable by the Owner to the Design-Builder pursuant to the Contract less amounts properly paid by the Owner to the Design-Builder less any moneys, credits or set-offs due Owner under the terms of the contract) available to the Surety for satisfactory completion of the construction work.
2. **SURETY OBLIGATIONS.** If the Design-Builder is in default pursuant to the Contract and the Owner has declared the Design-Builder in default, the Surety promptly may remedy the default or shall:
  - a. Complete the construction work with the consent of the Owner, through the Design-Builder or otherwise;
  - b. Arrange for the completion of the construction work by a design-builder acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the construction work progresses sufficient funds to pay the cost of completion of the construction work less the Contract Balance up to the Bond Sum or
  - c. Waive its right to complete the construction work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the construction work less the Contract Balance.
3. **NO LIABILITY FOR DESIGN.** Pursuant to Article 2 of the Bond, the Surety shall be liable for all construction costs of the Work, up to the Bond Sum, but shall not be liable for any costs or damages arising from any design services provided pursuant to the Contract.
4. **DISPUTE RESOLUTION.** All disputes pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Design-Builder or Substantial Completion of the Work, which ever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable. The laws of the State of Florida shall govern all disputes pursuant to this bond and interpretation of this bond.

This Bond is entered into as of \_\_\_\_\_.

**DESIGN-BUILDER:**  
Recreational Design & Construction, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**SURETY:**  
Fidelity & Guaranty Insurance Company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: Gerald J. Arch, Attorney-In-Fact and Florida Resident Agent  
Witness: \_\_\_\_\_

EXHIBIT E

FORM OF PAYMENT BOND



**Payment Bond**

**EXHIBIT E**

Bond No.: 400TE7883

**Design/Build Contractor** (Name and Address)  
**Recreational Design & Construction, Inc.**  
3990 North Powerline Road  
Ft. Lauderdale, FL 33309  
954-566-3885

**Surety** (Name and Principal Place of Business)  
**Fidelity & Guaranty Insurance Company**  
1000 Legion Place, 11<sup>th</sup> Floor  
Orlando, FL 32801  
407-649-2686

**Owner:** (Name and Address)  
**City of Miami**  
3500 Pan American Drive  
Miami, FL 33133  
305-250-5400

**CONSTRUCTION CONTRACT**

**Date:**  
**Amount:**

**Description** (Name and Location): **Design Build Services for**

**BOND**

**Date:**(Not earlier than Construction Contract Date):  
**Amount:**

**Modifications to this Bond:**

None

See Page 4

**DESIGN/BUILD CONTRACTOR AS PRINCIPAL**  
**Company:** (Corporate Seal)  
**Recreational Design & Construction, Inc.**

**SURETY**  
**Company:** (Corporate Seal)  
**Fidelity and Guaranty Insurance Company**

**By:**  
Name and Title:

**By:**  
Name and Title: **Gerald J. Arch, Attorney-In-Fact**  
**and Florida Resident Agent**

(Any additional signatures appear on page 5)

(FOR INFORMATION ONLY-Name, Address and Telephone)

Owner's Representative (Architect or Engineer)

Agent or Broker  
Brown & Brown, Inc.  
P.O. Box 5727  
Ft. Lauderdale FL 33310-5727  
954-776-2222

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for the use in the performance of the Construction Contract provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3 Not having been paid within the above 30 days, have sent a written notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon receipt by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15 DEFINITIONS

15.1 Claimant: an individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE.**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)  
Recreational Design & Construction, Inc.

By: \_\_\_\_\_  
Name and Title:

Address:

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)  
Fidelity & Guaranty Insurance Company

By: \_\_\_\_\_  
Name and Title: Gerald J. Arch, Attorney-In-Fact and  
Florida Resident Agent  
Address:

**EXHIBIT F**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT: Little Haiti Park

ARCHITECT:

BID/CONTRACT NUMBER:

TO: City of Miami

FIRM: Recreational Design & Construction Inc.

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by FIRM under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

---

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or portion thereof designated by COM is the date certified by ARCHITECT when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by COM. A temporary Certificate of Occupancy must be issued for Substantial Completion to be achieved, however, the issuance of a

EXHIBIT F

temporary Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

---

A list of items to be completed or corrected, prepared by ARCHITECT, is attached hereto. The failure to include any items on such list does not alter the responsibility of FIRM to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

\_\_\_\_\_  
ARCHITECT BY \_\_\_\_\_ DATE \_\_\_\_\_

In accordance with Section 37 of the Contract, FIRM will complete or correct the work on the list of items attached hereto within thirty (30) days from the above Date of Substantial Completion.

\_\_\_\_\_  
FIRM BY \_\_\_\_\_ DATE \_\_\_\_\_

COM, through the Contract Administrator, accepts the Work or portion thereof designated by COUNTY as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

City of Miami By Contract Administrator DATE \_\_\_\_\_

---

The responsibilities of COM and FIRM for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

**EXHIBIT G**

**FINAL CERTIFICATE OF PAYMENT**

8  
2

FINAL CERTIFICATE OF PAYMENT:

PROJECT:  
(name, address)

CONSULTANT:

NUMBER:

BID/CONTRACT

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED

DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

\_\_\_\_\_  
CONSULTANT

BY

\_\_\_\_\_  
DATE

CITY, through the Contract Administrator, accepts the work as fully complete and Will assume full possession thereof at \_\_\_\_\_  
(time)

\_\_\_\_\_  
(date).

City of Miami, Florida

\_\_\_\_\_  
By Contract Administrator

\_\_\_\_\_  
Date



EXHIBIT H

FORM OF FINAL RECEIPT

EXHIBIT H

FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. \_\_\_\_\_ ^ \_\_\_\_\_

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, from COM, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as full and final payment to FIRM for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

FIRM hereby indemnifies and releases COM from all liens and claims whatsoever arising out of the Contract and Project.

FIRM hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, FIRM may submit consent of surety to final payment in a form satisfactory to COM.

FIRM further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

FIRM

ATTEST:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Title

(CORPORATE SEAL)

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

[If not incorporated sign below.]

FIRM

WITNESSES:

\_\_\_\_\_  
(Name)

By \_\_\_\_\_

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

**EXHIBIT I**

**ADD/DEDUCT ALERNATES**

**(Optional Upgrades)**

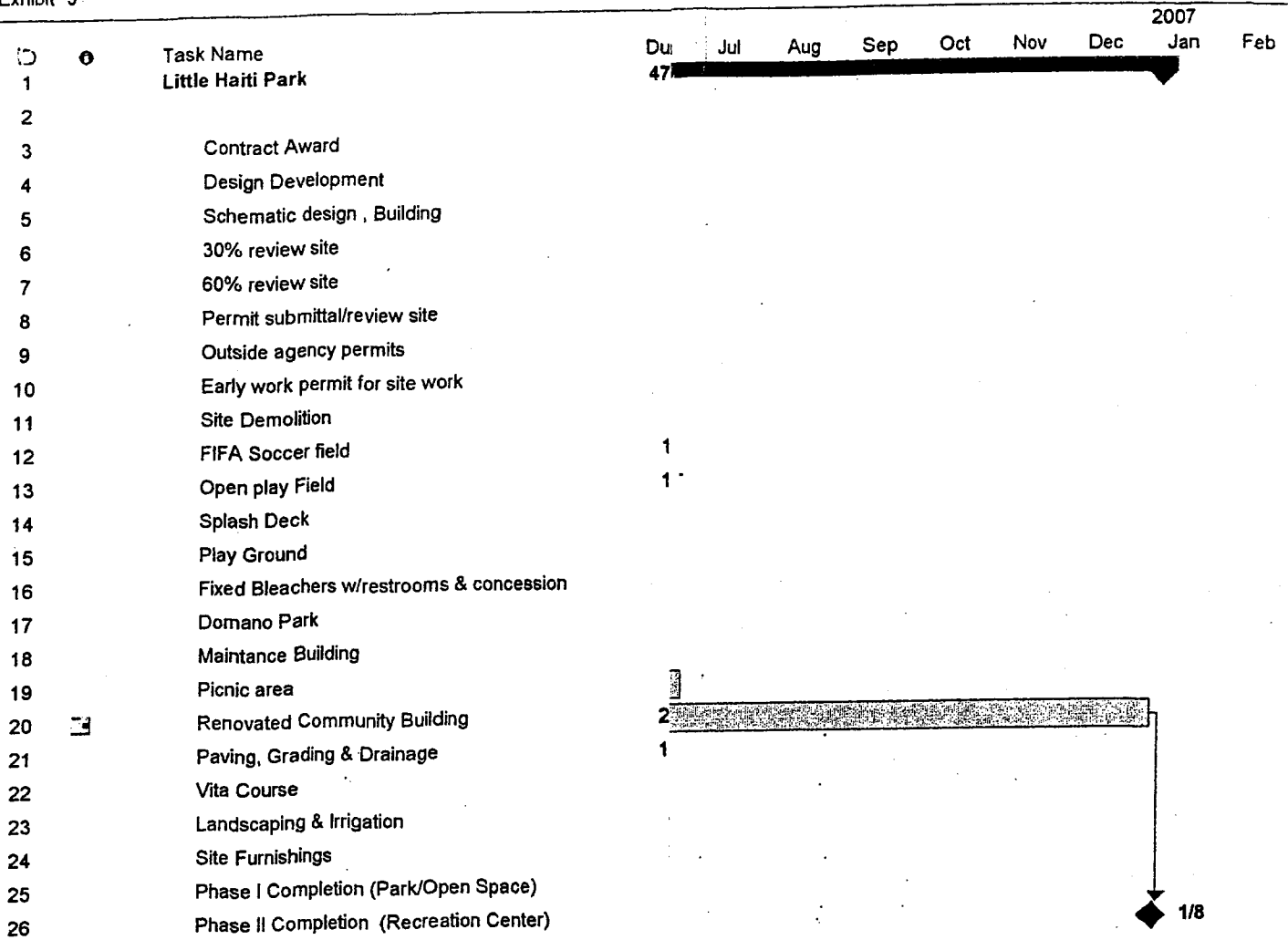
***(May be inserted upon mutual consent of parties)***

EXHIBIT J

CONSTRUCTION SCHEDULE

19  
7

Exhibit "J"



Little Haiti Park  
 Project: preliminary Project schedule  
 Date: Thu 2/24/05

Task [shaded box]  
 Split [dotted line]

**EXHIBIT K**

**SCHEDULE OF VALUES**

## EXHIBIT K

## RECREATIONAL DESIGN &amp; CONST

SCHEDULE OF VALUES  
LITTLE HAITI RECREATION PARK

| DESCRIPTION  | Quantity | Unit | AMOUNT              |
|--|----------|------|---------------------|
| Design Fees  | 1        | Ls   | \$ 341,500          |
| General Conditions   | 9        | Mos  | \$ 297,761          |
| Bond   | 1        | Ls   | \$ 51,880           |
| Permits  | 1        | Ls   | \$ 24,572           |
| Clearing   | 1        | Ls   | \$ 130,500          |
| Earthwork  | 1        | Ls   | \$ 346,260          |
| Utilities  | 1        | Ls   | \$ 382,687          |
| Paving   | 1        | Ls   | \$ 283,757          |
| Stabilized Access Road   | 1        | Ls   | \$ 39,665           |
| Curbs and sidewalks  | 1        | Ls   | \$ 69,210           |
| Landscaping  | 1        | Ls   | \$ 236,673          |
| Irrigation   | 1        | Ls   | \$ 128,751          |
| Fencing  | 1        | Ls   | \$ 33,500           |
| Soccer & Practice Field  | 1        | Ls   | \$ 383,562          |
| Restroom Concession Space  | 1        | Ls   | \$ 202,936          |
| Bleachers and Control Booth  | 1        | Ls   | \$ 644,262          |
| Maintenance Building   | 1        | Ls   | \$ 65,100           |
| Domino Park Shelter  | 1        | Ls   | \$ 117,775          |
| Community Building Repairs   | 1        | Ls   | \$ 965,700          |
| Playground   | 1        | Ls   | \$ 109,786          |
| Vila Course & Trails   | 1        | Ls   | \$ 84,712           |
| Picnic Shelters  | 1        | Ls   | \$ 44,465           |
| Site Furnishings   | 1        | Ls   | \$ 28,595           |
| Splash Deck  | 1        | Ls   | \$ 253,418          |
| Site Electric  | 1        | Ls   | \$ 458,915          |
| <b>BASE BID:</b>   |          |      | <b>\$ 5,725,942</b> |
| Exteneded General Conditions to account<br>for one year delay in Building Renovation<br>including inflation cost | 1        | Ls   | Add \$ 175,000      |

Project name

**Little Haiti Park**  
**64 & 62 Street N.E 2 ave**  
**Miami**  
**FL**

Bid date

2/24/2005

Notes

- 1.) Site planning & Prep. including demo, fill, grading, drainage and utilities.
- 2.) Renovation of a 12,000 SF Recreational building including but not limited to (aerobics room, arts & crafts, 2 classrooms, office & computer room, exercise/weight room, multi-purpose room, restroom, support areas, storage, electrical/mechanical/data telephone, terrace.
- 3.) One (1) International Fifa soccer fields with practice field.
- 4.) Concrete Fixed bleachers . with Control Booth
- 5.) Concession with Mens and Womens restroom and storage.
- 6.) Vila course 20 Stations.
- 7.) Domino shelter and 4 game tables
- 8.) Picnic areas (shelters & picnic tables )
- 9.) Playground
- 10.) Sports & security lighting
- 11.) Landscaping & irrigation
- 12.) Site furnishings

Report format

Sorted by 'Location/Phase'  
'Detail' summary



| Item Description                   | Takeoff Qty | Labor Amount         | Material Amount | Subcontract Amount | Name | Unit Cost      | Amount  |
|------------------------------------|-------------|----------------------|-----------------|--------------------|------|----------------|---------|
| <b>2: Gen Desig</b>                |             |                      |                 |                    |      |                |         |
| 169.00 Scheduling Consultant       |             |                      |                 |                    |      |                |         |
| 1 Scheduling Consultant            | 1.00 ls     |                      |                 |                    |      | 3,000.00 /ls   | 3,000   |
| Scheduling Consultant              |             |                      |                 |                    |      |                | 3,000   |
| 169.10 Aquatic Engineering         |             |                      |                 |                    |      |                |         |
| 5 Aquatic Engineering Consultant   | 1.00 ls     |                      |                 |                    |      | 17,000.00 /ls  | 17,000  |
| Aquatic Engineering                |             |                      |                 |                    |      |                | 17,000  |
| 170.00 Architectural Design        |             |                      |                 |                    |      |                |         |
| 01 Project Architect Fees          | 1.00 ls     |                      |                 |                    |      | 175,000.00 /ls | 175,000 |
| Architectural Design               |             |                      |                 |                    |      |                | 175,000 |
| 172.00 Civil Engineering           |             |                      |                 |                    |      |                |         |
| 01 Civil Engineering Fees          | 1.00 ls     |                      |                 |                    |      | 75,000.00 /ls  | 75,000  |
| Civil Engineering                  |             |                      |                 |                    |      |                | 75,000  |
| 174.00 Electrical Engineering      |             |                      |                 |                    |      |                |         |
| 02 Electrical Engineering Fees     | 1.00 ls     |                      |                 |                    |      | 12,500.00 /ls  | 12,500  |
| Electrical Engineering             |             |                      |                 |                    |      |                | 12,500  |
| 175.00 Landscaping Design          |             |                      |                 |                    |      |                |         |
| 01 Landscaping Design Fees         | 1.00 ls     |                      |                 |                    |      | 59,000.00 /ls  | 59,000  |
| Landscaping Design                 |             |                      |                 |                    |      |                | 59,000  |
| 176.00 Irrigation Design           |             |                      |                 |                    |      |                |         |
| 01 Irrigation System Design Fees   |             |                      |                 |                    |      |                |         |
|                                    |             | 0                    | 0               | 0                  |      |                | 341,500 |
| <b>Gen Con</b>                     |             |                      |                 |                    |      |                |         |
| 110.00 Supervision                 |             |                      |                 |                    |      |                |         |
| 10 Site Manager /Super Intendant   | 39.00 wk    | 74,100               |                 |                    |      | 1,900.00 /wk   | 74,100  |
| Supervision                        |             | 74,100               |                 |                    |      |                | 74,100  |
|                                    |             | 1,560.00 Labor hours |                 |                    |      |                |         |
| 111.00 Project Management          |             |                      |                 |                    |      |                |         |
| 10 Project Manager                 | 39.00 wk    | 76,440               |                 |                    |      | 1,960.00 /wk   | 76,440  |
| Project Management                 |             | 76,440               |                 |                    |      |                | 76,440  |
|                                    |             | 1,560.00 Labor hours |                 |                    |      |                |         |
| 113.00 Surveying Services          |             |                      |                 |                    |      |                |         |
| 01 Boundry & Topographical Surveys | 1.00 ls     |                      |                 | 15,000             |      | 15,000.00 /ls  | 15,000  |

| Item  | Description                     | Takeoff Qty | Labor<br>Amount | Material<br>Amount | Subcontract<br>Amount | Name | Unit Cost    | Total<br>Amount |
|-------|---------------------------------|-------------|-----------------|--------------------|-----------------------|------|--------------|-----------------|
|       | Surveying Services              |             |                 |                    | 15,000                |      |              | 15,000          |
| 00    | Project Signs                   |             |                 |                    |                       |      |              |                 |
| 01    | Main Project Sign               | 1.00 ea     | 800             | 650                |                       |      | 1,450.00 /ea | 1,450           |
| 01    | Construction signs              | 1.00 ls     |                 | 800                |                       |      | 800.00 /ls   | 800             |
|       | Project Signs                   |             | 800             | 1,450              |                       |      |              | 2,250           |
| 00    | Mobilization & Setup            |             |                 |                    |                       |      |              |                 |
| 05    | Mobilization                    | 1.00 ls     | 1,500           | 650                |                       |      | 2,150.00 /ls | 2,150           |
|       | Mobilization & Setup            |             | 1,500           | 650                |                       |      |              | 2,150           |
| 00    | Temporary Fence                 |             |                 |                    |                       |      |              |                 |
| 10    | Temporary Chainlink Fence       | 3,200.00 lf |                 |                    | 10,080                |      | 3.15 /lf     | 10,080          |
|       | Temporary Fence                 |             |                 |                    | 10,080                |      |              | 10,080          |
| 00    | Temporary Electric              |             |                 |                    |                       |      |              |                 |
| 10    | Temp Electric Service           | 1.00 ls     |                 |                    | 3,700                 |      | 3,700.00 /ls | 3,700           |
|       | Temporary Electric              |             |                 |                    | 3,700                 |      |              | 3,700           |
| 10    | Temp Barriers & Controls        | 1.00 ls     | 3,500           | 1,200              |                       |      | 5,900.00 /ls | 5,900           |
|       | Temporary Barriers and Controls |             | 3,500           | 1,200              |                       |      |              | 5,900           |
| 20    | Temp Labor                      | 300.00 hr   | 4,950           |                    |                       |      | 16.50 /hr    | 4,950           |
|       | Labor Pool Forces               |             | 4,950           |                    |                       |      |              | 4,950           |
|       | Temp Labor                      |             |                 |                    |                       |      |              |                 |
|       | 300.00 Labor hours              |             |                 |                    |                       |      |              |                 |
| 23.00 | Fuel                            |             |                 |                    |                       |      |              |                 |
| 01    | Fuel & Oil for RDC Equipment    | 39.00 wks   |                 |                    |                       |      | 60.00 /wks   | 2,340           |
| 02    | PM Mileage . Travel to Job site | 9.00 mos    |                 |                    |                       |      | 320.00 /mos  | 2,880           |
|       | Fuel                            |             |                 |                    |                       |      |              | 5,220           |
| 25.00 | Prints,Copies & Expeditior      |             |                 |                    |                       |      |              |                 |
| 10    | Drawing Reproduction            | 1.00 ls     |                 | 1,500              |                       |      | 1,500.00 /ls | 1,500           |
|       | Prints,Copies & Expeditior      |             |                 | 1,500              |                       |      |              | 1,500           |
| 25.00 | Office Trailer & Storage        |             |                 |                    |                       |      |              |                 |
| 20    | Office Trailer (Med)            | 9.00 mnth   |                 |                    |                       |      | 370.00 /mnth | 3,330           |
|       | Office Trailer & Storage        |             |                 |                    |                       |      |              | 3,330           |
|       | 1,559.97 Equipment hours        |             |                 |                    |                       |      |              |                 |
| 27.00 | Temp Phones & Connection        |             |                 |                    |                       |      |              |                 |
| 10    | Phone Connection                | 1.00 ls     |                 |                    |                       |      | 450.00 /ls   | 450             |
|       | Temp Phones & Connection        |             |                 |                    |                       |      |              | 450             |
| 28.00 | Phones Monthly                  |             |                 |                    |                       |      |              |                 |
| 10    | Trailer Phone Monthly           | 9.00 mnth   |                 |                    |                       |      | 120.00 /mnth | 1,080           |

| Description  | Takeoff Qty | Labor Amount   | Material Amount | Subcontract Amount | Name | Unit Cost    | Total Amount     |
|--|-------------|----------------|-----------------|--------------------|------|--------------|------------------|
| Phones Monthly<br>1,559.97 Equipment hours                                       |             |                |                 |                    |      |              | 1,080            |
| Temp Toilets<br>10 Portable Toilets<br>Temp Toilets                              | 21.00 ea    |                |                 |                    |      | 200.00 /ea   | 4,200<br>4,200   |
| Small Tools & Equipment<br>10 Small Tool Rentals<br>Small Tools & Equipment      | 1.00 ls     |                |                 |                    |      | 4,500.00 /ls | 4,500<br>4,500   |
| Clean Up<br>10 Daily Clean Up<br>Clean Up<br>1,520.00 Labor hours                | 38.00 wk    | 7,600<br>7,600 |                 |                    |      | 200.00 /wk   | 7,600<br>7,600   |
| Final Cleaning<br>10 Final Clean Up<br>Final Cleaning                            | 1.00 ls     |                |                 | 2,500<br>2,500     |      | 2,500.00 /ls | 2,500<br>2,500   |
| Punch List<br>10 Punch List Labor<br>Punch List<br>24.00 Labor hours             | 3.00 day    | 1,185<br>1,185 |                 |                    |      | 395.00 /day  | 1,185<br>1,185   |
| Dumpster Fees<br>10y 30 cy Trash Container<br>Dumpster Fees                      | 28.00 ea    |                |                 |                    |      | 375.00 /ea   | 10,500<br>10,500 |
| Dump Fees<br>10 Safety Materials<br>Dump Fees                                    | 1.00 ls     |                |                 |                    |      | 1.00 /ls     | 1<br>1           |
| Elec Utilities Monthly<br>10 Trailer Electric -Monthly<br>Elec Utilities Monthly | 9.00 mnth   |                |                 |                    |      | 300.00 /mnth | 2,700<br>2,700   |
| Temp Water Hookup<br>10 Temp Water Hookup<br>Temp Water Hookup                   | 1.00 ls     |                |                 | 2,800<br>2,800     |      | 2,800.00 /ls | 2,800<br>2,800   |
| Aerial Photos<br>10 Aerial Photos<br>Aerial Photos                               | 9.00 mnth   |                | 1,575<br>1,575  |                    |      | 175.00 /mnth | 1,575<br>1,575   |
| Expeditor Plans<br>10 Permit Expeditor   | 1.00 ls     | 1,500          |                 | 2,500              |      | 4,000.00 /ls | 4,000            |

| Item                | Description                     | Takeoff Qty | Labor Amount   | Material Amount | Subcontract Amount | Name | Unit Cost      | Amount         |
|---------------------|---------------------------------|-------------|----------------|-----------------|--------------------|------|----------------|----------------|
|                     | Expeditior Plans                |             | 1,500          |                 | 2,500              |      |                | 4,000          |
| 158.00              | As-Builts                       |             |                |                 |                    |      |                |                |
| 10                  | As-Builts                       | 1.00 ls     |                |                 |                    |      | 1,200.00 /ls   | 1,200          |
|                     | As-Builts                       |             |                |                 |                    |      |                | 1,200          |
| 159.00              | Security & Watchman             |             |                |                 |                    |      |                |                |
| 20                  | Watchman                        | 38.00 wk    | 32,300         |                 |                    |      | 850.00 /wk     | 32,300         |
|                     | Security & Watchman             |             | 32,300         |                 |                    |      |                | 32,300         |
|                     | 1,520.00 Labor hours            |             |                |                 |                    |      |                |                |
| 161.00              | Field Office Supplies           |             |                |                 |                    |      |                |                |
| 10                  | Field Office Supplies Monthly   | 1.00 ls     |                | 500             |                    |      | 500.00 /ls     | 500            |
| 20                  | Field office equipment          | 9.00 mth    |                | 900             |                    |      | 100.00 /mth    | 900            |
|                     | Field Office Supplies           |             |                | 1,400           |                    |      |                | 1,400          |
| 162.00              | Mobile & Nextel Phones          |             |                |                 |                    |      |                |                |
| 10                  | Nextel Phones                   | 9.00 mnth   |                |                 |                    |      | 150.00 /mnth   | 1,350          |
|                     | Mobile & Nextel Phones          |             |                |                 |                    |      |                | 1,350          |
|                     | 1,559.97 Equipment hours        |             |                |                 |                    |      |                |                |
| 163.00              | Postage & Mail                  |             |                |                 |                    |      |                |                |
| 10                  | Fed Ex, UPS Postage             | 1.00 ls     |                |                 |                    |      | 600.00 /ls     | 600            |
|                     | Postage & Mail                  |             |                |                 |                    |      |                | 600            |
| 179.00              | Testing & Lab Services          |             |                |                 |                    |      |                |                |
| 01                  | Testing Services                | 1.00 ea     |                | 5,500           |                    |      | 5,500.00 /ea   | 5,500          |
|                     | Testing & Lab Services          |             |                | 5,500           |                    |      |                | 5,500          |
| 180.00              | Insurance                       |             |                |                 |                    |      |                |                |
| 02                  | Builders Risk Insurance         | 1.00 ls     |                |                 |                    |      | 3,200.00 /ls   | 3,200          |
|                     | Insurance                       |             |                |                 |                    |      |                | 3,200          |
| 010.00              | RDC Equipment                   |             |                |                 |                    |      |                |                |
| 00                  | RDC Equipment                   | 1.00 ls     |                |                 |                    |      | 4,500.00 /ls   | 4,500          |
|                     | RDC Equipment                   |             |                |                 |                    |      |                | 4,500          |
| <b>01: Gen Con</b>  |                                 |             | <b>203,875</b> | <b>7,775</b>    | <b>42,080</b>      |      |                | <b>297,761</b> |
|                     | 6,484.00 Labor hours            |             |                |                 |                    |      |                |                |
|                     | 4,679.91 Equipment hours        |             |                |                 |                    |      |                |                |
| <b>1.0 Clearing</b> |                                 |             |                |                 |                    |      |                |                |
| 220.01              | Site Demolition                 |             |                |                 |                    |      |                |                |
| 01                  | Demo Site Misc Item and dispose | 1.00 LS     |                |                 |                    |      | 105,200.00 /LS | 105,200        |
|                     | Site Demolition                 |             |                |                 |                    |      |                | 105,200        |
| 230.10              | Clear Brush, Grub Roots         |             |                |                 |                    |      |                |                |
| 10                  | Clear & Grub & Prep site        | 11.00 acre  |                |                 |                    |      | 2,300.00 /acre | 25,300         |

| Item Description                              | Takeoff Qty    | Amount |          |             | Unit Cost      | Amount  |
|---|----------------|--------|----------|-------------|----------------|---------|
|   |                | Labor  | Material | Subcontract |                |         |
| Clear Brush, Grub Roots                       |                |        |          | 25,300      |                | 25,300  |
| <b>02.0 Clearing</b>                          |                | 0      | 0        | 130,500     |                | 130,500 |
| <b>Earthwork</b>                              |                |        |          |             |                |         |
| 1.25 Bulk Excavation                          |                |        |          |             |                |         |
| 10 Cut and Balance Site                       | 418,000.00 sf  | -      | -        | 62,700      | 0.15 /sf       | 62,700  |
| Bulk Excavation                               |                |        |          | 62,700      |                | 62,700  |
| 3.00 Backfill                                 |                |        |          |             |                |         |
| 10 Standard Fill to final elev > 12" Backfill | 23,630.00 tons | -      | -        | 283,560     | 12.00 /tons    | 283,560 |
|   |                |        |          | 283,560     |                | 283,560 |
| <b>02.1 Earthwork</b>                         |                | 0      | 0        | 346,260     |                | 346,260 |
| <b>Soccer</b>                                 |                |        |          |             |                |         |
| 03.00 Backfill                                |                |        |          |             |                |         |
| 10 6" Of Sandfill @ Soccer & Practice         | 4,950.00 tons  | -      | -        | 61,875      | 12.50 /tons    | 61,875  |
| Final Floating of Fields Backfill             | 198,000.00 sf  | -      | -        | 5,940       | 0.03 /sf       | 5,940   |
|   |                |        |          | 67,815      |                | 67,815  |
| 55.10 Laser Grading                           |                |        |          |             |                |         |
| 10 Laser Grading                              | 198,000.00 sf  | -      | -        | 23,760      | 0.12 /sf       | 23,760  |
| Laser Grading                                 |                |        |          | 23,760      |                | 23,760  |
| 65.10 Fumigation                              |                |        |          |             |                |         |
| 10 Fumigation of Fields                       | 198,000.00 sf  | -      | -        | 59,400      | 0.30 /sf       | 59,400  |
| Fumigation                                    |                |        |          | 59,400      |                | 59,400  |
| 75.00 Sports Field Special Work               |                |        |          |             |                |         |
| 01 Soil PH & Balance                          | 5.00 ac        | -      | -        | 3,072       | 614.320 /ac    | 3,072   |
| Sports Field Special Work                     |                |        |          | 3,072       |                | 3,072   |
| 870.15 Soccer Goals                           |                |        |          |             |                |         |
| 000 Soccer Goals                              | 1.00 pair      | -      | -        | 4,500       | 4,500.00 /pair | 4,500   |
| Soccer Goals                                  |                |        |          | 4,500       |                | 4,500   |
| 910.00 Sodwork                                |                |        |          |             |                |         |
| 10 Bermuda Sod Sodwork                        | 198,000.00 sf  | -      | -        | 68,420      | 0.35 /sf       | 68,420  |
|   |                |        |          | 68,420      |                | 68,420  |
| 915.10 Fertilization                          |                |        |          |             |                |         |
| 10 Fertilization of Fields                    | 198,000.00 sf  | -      | -        | 2,970       | 0.02 /sf       | 2,970   |
| 10 Maintenance of Fields                      | 3.00 mnth      | -      | -        | 16,126      | 5,375.30 /mnt  | 16,126  |

| Item     | Description                                    | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost      | Total Amount |
|----------|--|-------------|--------------|-----------------|--------------------|------|----------------|--------------|
|          | Fertilization                                  |             |              |                 |                    |      |                |              |
| 02.00    | Ball Field Lighting                            |             |              | 19,096          |                    |      |                | 19,096       |
| ...      | Soccer Field Lighting                          | 1.00 ls     |              | 137,500         |                    |      | 137,500.00 /ls | 137,500      |
|          | Ball Field Lighting                            |             |              | 137,500         |                    |      |                | 137,500      |
|          | <b>02.2 Soccer</b>                             |             | 0            | 0               | 383,562            |      |                | 383,562      |
|          | <b>2. Utilities</b>                            |             |              |                 |                    |      |                |              |
| 01.10    | Ductile Iron Pipe                              |             |              |                 |                    |      |                |              |
| 15       | 12" Ductile Iron Pipe                          | 885.00 LF   |              | 39,825          |                    |      | 45.00 /LF      | 39,825       |
| 15       | Misc Fillings                                  | 1.00 ls     |              | 300             |                    |      | 300.00 /ls     | 300          |
|          | Ductile Iron Pipe                              |             |              | 40,125          |                    |      |                | 40,125       |
| 01.14    | Fire Hydrants                                  |             |              |                 |                    |      |                |              |
| 10       | Fire Hydrants                                  | 1.00 EA     |              | 4,750           |                    |      | 4,750.00 /EA   | 4,750        |
|          | Fire Hydrants                                  |             |              | 4,750           |                    |      |                | 4,750        |
| 01.15    | Backflow Preventer                             |             |              |                 |                    |      |                |              |
| 10       | 3" Irrigation Backflow                         | 1.00 EA     |              | 3,200           |                    |      | 3,199.58 /EA   | 3,200        |
| 15       | Main Backflow                                  | 1.00 EA     |              | 5,759           |                    |      | 5,759.25 /EA   | 5,759        |
|          | Backflow Preventer                             |             |              | 8,959           |                    |      |                | 8,959        |
| 01.60    | Water Lines: PVC                               |             |              |                 |                    |      |                |              |
| 10       | 1" pipe, includign trenching, filling in place | 780.00 LF   |              | 5,540           |                    |      | 7.103 /LF      | 5,540        |
|          | Water Lines: PVC                               |             |              | 5,540           |                    |      |                | 5,540        |
| 05.11    | Sanitary Sewer Pipe                            |             |              |                 |                    |      |                |              |
| 10       | Cleanouts                                      | 2.00 ea     |              | 1,536           |                    |      | 767.90 /ea     | 1,536        |
|          | Sanitary Sewer Pipe                            |             |              | 1,536           |                    |      |                | 1,536        |
| 05.30    | PVC Schedule 40                                |             |              |                 |                    |      |                |              |
| 20       | 8" Pipe  | 600.00 LF   |              | 6,527           |                    |      | 10.88 /LF      | 6,527        |
|          | PVC Schedule 40                                |             |              | 6,527           |                    |      |                | 6,527        |
| 05.40    | Sewer Manholes                                 |             |              |                 |                    |      |                |              |
| 20       | 6' deep  | 1.00 EA     |              | 3,500           |                    |      | 3,500.00 /EA   | 3,500        |
|          | Sewer Manholes                                 |             |              | 3,500           |                    |      |                | 3,500        |
| 05.50    | Sewer Connection Fees                          |             |              |                 |                    |      |                |              |
| 10       | Typical municipal fee                          | 1.00 EA     |              | 2,000           |                    |      | 2,000.00 /EA   | 2,000        |
|          | Sewer Connection Fees                          |             |              | 2,000           |                    |      |                | 2,000        |
| 05.15.10 | Grease Traps                                   |             |              |                 |                    |      |                |              |
| 10       | Grase Trap                                     | 1.00 EA     |              | 2,350           |                    |      | 2,350.00 /EA   | 2,350        |

| Item                                | Description                            | Takeoff Qty  | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost    | Total Amount |
|-------------------------------------|--|--------------|--------------|-----------------|--------------------|------|--------------|--------------|
| <b>Grease Traps</b>                 |  |              |              |                 |                    |      |              |              |
| 30.25                               | Catch Basins (Complete)                |              |              |                 |                    |      |              |              |
| 40                                  | 4 x 4 x 4 Catch Basin                  | 17.00 ea     | -            | -               | 54,400             |      | 3,200.00 /ea | 54,400       |
|                                     | Catch Basins (Complete)                |              |              |                 | 54,400             |      |              | 54,400       |
| <b>Underground Trench Drains</b>    |  |              |              |                 |                    |      |              |              |
| 33.40                               | Underground Trench Drains              |              |              |                 |                    |      |              |              |
| 12                                  | 15' deep x 6' wide Exfiltration Trench | 2,200.00 lf  | -            | -               | 253,000            |      | 115.00 /lf   | 253,000      |
|                                     | Underground Trench Drains              |              |              |                 | 253,000            |      |              | 253,000      |
| <b>02.2. Utilities</b>              |  |              | 0            | 0               | 382,687            |      |              | 382,687      |
| <b>02.3 Paving</b>                  |  |              |              |                 |                    |      |              |              |
| 700.50                              | Asphalt Paving Assembly                |              |              |                 |                    |      |              |              |
| SG01                                | Sub-Grade Prep, Roll and compact area. | 86,800.00 SF | -            | -               | 10,416             |      | 0.12 /SF     | 10,416       |
| w2.5                                | 8" Compacted Limerock Base             | 9,650.00 sy  | -            | -               | 148,205            |      | 15.36 /sy    | 148,205      |
| w2.5                                | Asphalt Wear C/s Type "S-1" 2-1/2"     | 9,650.00 sy  | -            | -               | 92,628             |      | 9.60 /sy     | 92,628       |
|                                     | Asphalt Paving Assembly                |              |              |                 | 251,249            |      |              | 251,249      |
| <b>Pavement Stripes &amp; Signs</b> |  |              |              |                 |                    |      |              |              |
| 05                                  | Directional Signage                    | 5.00 ea      | -            | -               | 2,528              |      | 505.534 /ea  | 2,528        |
| 05                                  | HC Signage on Pole                     | 9.00 ea      | -            | -               | 4,895              |      | 543.93 /ea   | 4,895        |
| 10                                  | Pavement Striping                      | 1.00 ls      | -            | -               | 832                |      | 831.89 /ls   | 832          |
| 11                                  | Parking lot Striping                   | 216.00 ea    | -            | -               | 8,293              |      | 38.40 /ea    | 8,293        |
| 14                                  | Parking Stall Bumpers                  | 216.00 ea    | -            | -               | 14,040             |      | 65.00 /ea    | 14,040       |
| 50                                  | Fire Lane Marking                      | 1.00 ls      | -            | -               | 1,535              |      | 1,535.80 /ls | 1,536        |
| 10da                                | Directional Arrows                     | 1.00 ls      | -            | -               | 384                |      | 383.95 /ls   | 384          |
|                                     | Pavement Stripes & Signs               |              |              |                 | 32,508             |      |              | 32,508       |
| <b>02.3 Paving</b>                  |  |              | 0            | 0               | 283,757            |      |              | 283,757      |
| <b>02.31 Acc Road</b>               |  |              |              |                 |                    |      |              |              |
| 710.10                              | Gravel & Limerock Base *               |              |              |                 |                    |      |              |              |
| 42                                  | Lime Rock Base 6"                      | 2,000.00 sy  | -            | -               | 24,000             |      | 12.00 /sy    | 24,000       |
|                                     | Gravel & Limerock Base *               |              |              |                 | 24,000             |      |              | 24,000       |
| <b>Sodwork</b>                      |  |              |              |                 |                    |      |              |              |
| 910.00                              | Sodwork                                |              |              |                 |                    |      |              |              |
| 4                                   | Topsoil Preparation 2" Minimum         | 380.00 cy    | -            | -               | 10,070             |      | 26.50 /cy    | 10,070       |
| 01                                  | Paspallium sod                         | 18,650.00 sf | -            | -               | 5,595              |      | 0.30 /sf     | 5,595        |
|                                     | Sodwork                                |              |              |                 | 15,665             |      |              | 15,665       |
| <b>02.31 Acc Road</b>               |  |              | 0            | 0               | 39,665             |      |              | 39,665       |

| Item                     | Description                   | Takeoff Qty | Labor<br>Amount | Material<br>Amount | Subcontract<br>Amount | Name | Unit Cost     | Amount |
|--------------------------|-------------------------------|-------------|-----------------|--------------------|-----------------------|------|---------------|--------|
| <b>333 Curb &amp; Wa</b> |                               |             |                 |                    |                       |      |               |        |
| 70.20                    | Conc. Walks & Flatwork *      |             |                 |                    |                       |      |               |        |
| 01                       | 4" Concrete Sidewalk Non Rein | 3,800.00 SF | -               | 19,210             |                       |      | 5.06 /SF      | 19,210 |
|                          | Conc. Walks & Flatwork *      |             |                 | 19,210             |                       |      |               | 19,210 |
| 70.22                    | Curbwork *                    |             |                 |                    |                       |      |               |        |
| d10                      | D-Curb                        | 2,500.00 lf | -               | 50,000             |                       |      | 20.00 /lf     | 50,000 |
|                          | Curbwork *                    |             |                 | 50,000             |                       |      |               | 50,000 |
|                          | <b>02.33 Curb &amp; Wa</b>    |             | 0               | 0                  |                       |      |               | 69,210 |
| <b>4 Vita Trail</b>      |                               |             |                 |                    |                       |      |               |        |
| 700.05                   | Paving Trails & walkways      |             |                 |                    |                       |      |               |        |
| ....                     | Jogging Trail Paving & Base   | 1,800.00 sy | -               | 42,300             |                       |      | 23.50 /sy     | 42,300 |
|                          | Paving Trails & walkways      |             |                 | 42,300             |                       |      |               | 42,300 |
| 900.03                   | Mulching                      |             |                 |                    |                       |      |               |        |
| ....                     | Workout Station Mulch         | 720.00 sy   | -               | 5,068              |                       |      | 7.04 /sy      | 5,068  |
|                          | Mulching                      |             |                 | 5,068              |                       |      |               | 5,068  |
| 970.10                   | Landscape Timbers (Plas)      |             |                 |                    |                       |      |               |        |
| ....                     | Landscape Timbers             | 1,080.00 lf | -               | 4,147              |                       |      | 3.84 /lf      | 4,147  |
| ....                     | Landscape Timber Slakes       | 100.00 ea   | -               | 896                |                       |      | 8.96 /ea      | 896    |
|                          | Landscape Timbers (Plas)      |             |                 | 5,043              |                       |      |               | 5,043  |
| 170.20                   | Exercise Equipment            |             |                 |                    |                       |      |               |        |
| ....                     | Vita Trail 20 Station         | 1.00 ls     | -               | 32,300             |                       |      | 32,300.00 /ls | 32,300 |
|                          | Exercise Equipment            |             |                 | 32,300             |                       |      |               | 32,300 |
|                          | <b>02.4 Vita Trail</b>        |             | 0               | 0                  |                       |      |               | 84,711 |
| <b>7. Site Fenc</b>      |                               |             |                 |                    |                       |      |               |        |
| 820.00                   | Fencework                     |             |                 |                    |                       |      |               |        |
| 10                       | Main Entry GATE               | 1.00 ls     | -               | 13,500             |                       |      | 13,500.00 /ls | 13,500 |
| 10                       | Sub Entry areas               | 2.00 ls     | -               | 20,000             |                       |      | 10,000.00 /ls | 20,000 |
|                          | Fencework                     |             |                 | 33,500             |                       |      |               | 33,500 |
|                          | <b>02.7. Site Fenc</b>        |             | 0               | 0                  |                       |      |               | 33,500 |
| <b>8 Site Furni</b>      |                               |             |                 |                    |                       |      |               |        |
| 370.01                   | Picnic Tables                 |             |                 |                    |                       |      |               |        |



| Item                   | Description                  | Takeoff Qty   | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost      | Total Amount  |
|------------------------|------------------------------|---------------|--------------|-----------------|--------------------|------|----------------|---------------|
| -170.01                | Picnic Tables                | 4.00 ea       | -            | -               | 2,383              |      | 595.763 /ea    | 2,383         |
| ----                   | Hex Picnic Tables            | 2.00 ea       | -            | -               | 1,192              |      | 595.76 /ea     | 1,192         |
| ----                   | ADA Hex Picnic Tables        |               |              |                 | 3,575              |      |                | 3,575         |
| ----                   | Picnic Tables                |               |              |                 |                    |      |                |               |
| 870.03                 | Trash Receptacles            | 6.00 ea       | -            | -               | 2,859              |      | 476.53 /ea     | 2,859         |
| ----                   | Trash Receptacles            |               |              |                 | 2,859              |      |                | 2,859         |
| 870.04                 | Bike Racks                   | 3.00 ea       | -            | -               | 1,920              |      | 639.92 /ea     | 1,920         |
| ----                   | Bike Racks                   |               |              |                 | 1,920              |      |                | 1,920         |
| 870.05                 | Barbecue Grills              | 2.00 ea       | -            | -               | 1,216              |      | 607.92 /ea     | 1,216         |
| ----                   | Barbecue Grills              |               |              |                 | 1,216              |      |                | 1,216         |
| 870.99                 | Install Site Furnishings     | 3.00 day      | 2,048        | -               | -                  |      | 682.58 /day    | 2,048         |
| ----                   | Install Site Furnishings     |               | 2,048        |                 |                    |      |                | 2,048         |
| ----                   | Install Site Furnishings     |               |              |                 |                    |      |                |               |
| ----                   | 24.00 Labor hours            |               |              |                 |                    |      |                |               |
| -307.00                | SOG Concrete                 | 1.00 ls       | -            | -               | 4,500              |      | 4,500.00 /ls   | 4,500         |
| 20                     | Concrete SOG/Flatwork (4")   |               |              |                 | 4,500              |      |                | 4,500         |
| ----                   | SOG Concrete                 |               |              |                 |                    |      |                |               |
| -400.10                | Drinking Fountains           | 3.00 ea       | -            | -               | 12,478             |      | 4,159.46 /ea   | 12,478        |
| ----                   | Drinking Fountain            |               |              |                 | 12,478             |      |                | 12,478        |
| ----                   | Drinking Fountains           |               |              |                 |                    |      |                |               |
| <b>02.8 Site Furni</b> |                              |               | <b>2,048</b> | <b>0</b>        | <b>26,548</b>      |      |                | <b>28,595</b> |
| 24.00 Labor hours      |                              |               |              |                 |                    |      |                |               |
| <b>2.9 Planting</b>    |                              |               |              |                 |                    |      |                |               |
| -900.00                | LANDSCAPING                  |               |              |                 |                    |      |                |               |
| 09                     | Landscaping - Planting Areas | 1.00 ls       | -            | -               | 166,378            |      | 166,378.31 /ls | 166,378       |
| ----                   | LANDSCAPING                  |               |              |                 | 166,378            |      |                | 166,378       |
| -910.00                | Sodwork                      |               |              |                 |                    |      |                |               |
| 05                     | St Augustine Floratam Sod    | 116,416.80 sf | -            | -               | 44,698             |      | 0.384 /sf      | 44,698        |
| ----                   | Sodwork                      |               |              |                 | 44,698             |      |                | 44,698        |
| -930.00                | MITIGATION                   |               |              |                 |                    |      |                |               |
| ----                   | Mitigation                   | 1.00 ls       | -            | -               | 25,597             |      | 25,596.66 /ls  | 25,597        |
| ----                   | MITIGATION                   |               |              |                 | 25,597             |      |                | 25,597        |

| Item Description                                | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost      | Amount  |
|---|-------------|--------------|-----------------|--------------------|------|----------------|---------|
| <b>02.9 Planting</b>                            |             |              |                 |                    |      |                |         |
| <b>.91 Irrigation</b>                           |             |              |                 |                    |      |                |         |
| 920.00 IRRIGATION                               |             | 0            | 0               | 236,673            |      |                | 236,673 |
| 01 Irrigation Controllers                       | 1.00 ls     | -            | -               | 33,276             |      | 33,276.660 /ls | 33,276  |
| 09 Site Irrigation common areas                 | 6.00 ac     | -            | -               | 43,002             |      | 7,167.07 /ac   | 43,002  |
| 15 Irrigation Sportsfield, Includign all piping | 5.00 ac     | -            | -               | 52,473             |      | 10,494.632 /ac | 52,473  |
| IRRIGATION                                      |             |              |                 | 128,751            |      |                | 128,751 |
| <b>02.91 Irrigation</b>                         |             |              |                 |                    |      |                |         |
| <b>3 Domi Shelter</b>                           |             |              |                 |                    |      |                |         |
| -301.01 Exc Continuous Footings                 |             | 0            | 0               | 128,751            |      |                | 128,751 |
| 10 Exc footings                                 | 56.00 CY    | -            | -               | 1,792              |      | 32.00 /CY      | 1,792   |
| Exc Continuous Footings                         |             |              |                 | 1,792              |      |                | 1,792   |
| -303.00 Backfill                                |             |              |                 | 3,700              |      | 20.00 /tons    | 3,700   |
| 10 Building pad Fill                            | 185.00 tons | -            | -               | 3,700              |      |                | 3,700   |
| Backfill  |             |              |                 | 3,700              |      |                | 3,700   |
| -300.00 Concrete -Material *                    |             |              |                 | 9,119              |      | 607.921 /cy    | 9,119   |
| 15 T Beam Concrete                              | 15.00 cy    | -            | -               | 9,119              |      |                | 9,119   |
| Concrete -Material *                            |             |              |                 | 9,119              |      |                | 9,119   |
| -300.02 Reinf Concrete In-Place                 |             |              |                 | 24,375             |      | 375.00 /cy     | 24,375  |
| 10 Footings & Floor Slabs                       | 65.00 cy    | -            | -               | 24,375             |      |                | 24,375  |
| 20 Column Concrete                              | 12.00 cy    | -            | -               | 5,400              |      | 450.00 /cy     | 5,400   |
| 60 Tie Beam Concrete                            | 18.00 cy    | -            | -               | 10,350             |      | 575.00 /cy     | 10,350  |
| Reinf Concrete In-Place                         |             |              |                 | 40,125             |      |                | 40,125  |
| -500.00 Misc Metal Fabrication *                |             |              |                 | 1,920              |      | 1,919.75 /ls   | 1,920   |
| 50 Misc Metals and Hardware                     | 1.00 ls     | -            | -               | 1,920              |      |                | 1,920   |
| Misc Metal Fabrication *                        |             |              |                 | 1,920              |      |                | 1,920   |
| -100.00 Rough Carpentry                         |             |              |                 | 1,536              |      | 1,535.80 /ls   | 1,536   |
| 25 Misc Blocking and rainuins                   | 1.00 ls     | -            | -               | 1,536              |      |                | 1,536   |
| 25 Fascia                                       | 260.00 lf   | -            | -               | 832                |      | 3.20 /lf       | 832     |
| 2414 Misc Lumber and framing                    | 1,000.00 sf | -            | -               | 704                |      | 0.704 /sf      | 704     |
| Rough Carpentry                                 |             |              |                 | 2,240              |      |                | 3,072   |
| -140.00 Sheathing *                             |             |              |                 | 66,551             |      | 66.551 /ea     | 3,594   |
| 10 Roof Sheathing 5/8 "                         | 54.00 ea    | -            | -               | 3,594              |      |                | 3,594   |

| Item Description               | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost    | Total Amount   |
|--------------------------------|-------------|--------------|-----------------|--------------------|------|--------------|----------------|
| Sheathing *                    |             |              |                 | 3,594              |      |              | 3,594          |
| 150.00 Rough Lumber -Framing * |             |              |                 |                    |      |              |                |
| 35 Install Trusses             | 1,000.00 sf |              | 3,500           |                    |      | 3.50 /sf     | 3,500          |
| 45 Crane                       | 6.00 hrs    |              |                 |                    |      | 236.77 /hrs  | 1,421          |
| Rough Lumber -Framing *        |             |              | 3,500           |                    |      |              | 4,921          |
| -170.00 Wood Trusses           |             |              |                 |                    |      |              |                |
| 05 Wood Trusses                | 1,000.00 sf |              | 4,479           |                    |      | 4.48 /sf     | 4,479          |
| Wood Trusses                   |             |              | 4,479           |                    |      |              | 4,479          |
| -200.00 Building Insulation *  |             |              |                 |                    |      |              |                |
| 10 R-19 Ceiling Insulation     | 1,000.00 sf |              |                 | 666                |      | 0.67 /sf     | 666            |
| Building Insulation *          |             |              |                 | 666                |      |              | 666            |
| -450.00 Standing Seam          |             |              |                 |                    |      |              |                |
| 10 Standing Seam Metal Roofing | 10.00 sq    |              |                 | 9,000              |      | 900.00 /sq   | 9,000          |
| Standing Seam                  |             |              |                 | 9,000              |      |              | 9,000          |
| -200.01 Stucco *               |             |              |                 |                    |      |              |                |
| 10 Stucco Columns & Ceilings   | 2,700.00 sf |              |                 | 9,600              |      | 3.56 /sf     | 9,600          |
| Stucco *                       |             |              |                 | 9,600              |      |              | 9,600          |
| i-900.00 Painting *            |             |              |                 |                    |      |              |                |
| 10 Painting Exterior           | 2,700.00 sf |              |                 | 3,510              |      | 1.30 /sf     | 3,510          |
| 10 Painting Floors             | 1,000.00 sf |              |                 | 1,500              |      | 1.50 /sf     | 1,500          |
| Painting *                     |             |              |                 | 5,010              |      |              | 5,010          |
| i-500.00 Misc. Furnishings     |             |              |                 |                    |      |              |                |
| Domino Tables                  | 4.00 ea     | 600          |                 | 7,679              |      | 2,069.75 /ea | 8,279          |
| Misc. Furnishings              |             | 600          |                 | 7,679              |      |              | 8,279          |
| i-100.00 Electrical Work       |             |              |                 |                    |      |              |                |
| 1 Electrical -                 | 1,000.00 sf |              |                 | 12,500             |      | 12.50 /sf    | 12,500         |
| Electrical Work                |             |              |                 | 12,500             |      |              | 12,500         |
| <b>03 Domi Shelter</b>         |             | <b>600</b>   | <b>21,258</b>   | <b>94,497</b>      |      |              | <b>117,775</b> |
| <b>3 RR &amp; Concess</b>      |             |              |                 |                    |      |              |                |
| 2-360.00 Soil Poisoning        |             |              |                 |                    |      |              |                |
| 5 Soil Treatment               | 2,700.00 sf |              |                 | 346                |      | 0.13 /sf     | 346            |
| Soil Poisoning                 |             |              |                 | 346                |      |              | 346            |
| 3-253.00 Dumpster Enclosure *  |             |              |                 |                    |      |              |                |
| 10 Dumpster                    | 1.00 LS     |              |                 | 8,500              |      | 8,500.00 /LS | 8,500          |

| Item Description                 | Takeoff Qty  | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost     | Total Amount |
|----------------------------------|--------------|--------------|-----------------|--------------------|------|---------------|--------------|
| Dumpster Enclosure *             |              |              |                 | 8,500              |      |               | 8,500        |
| 20.00 Rough Carpentry            |              |              |                 |                    |      |               |              |
| 25 Misc Blocking & Backing       | 1.00 ls      |              |                 | 640                |      | 639.92 /ls    | 640          |
| Rough Carpentry                  |              |              |                 | 640                |      |               | 640          |
| 30.00 Cabinets & Vanities        |              |              |                 |                    |      |               |              |
| 5 Concession Cabinets            | 1.00 ls      |              |                 | 5,887              |      | 5,887.23 /ls  | 5,887        |
| Cabinets & Vanities              |              |              |                 | 5,887              |      |               | 5,887        |
| 30.00 Caulking & Waterproofing * |              |              |                 |                    |      |               |              |
| 10 Caulking & Waterproofing      | 1.00 lf      |              |                 | 1,920              |      | 1,919.75 /lf  | 1,920        |
| Caulking & Waterproofing *       |              |              |                 | 1,920              |      |               | 1,920        |
| 00.00 Building Insulation *      |              |              |                 |                    |      |               |              |
| 05 Ceiling Insulation R-19       | 4,300.00 sf  |              |                 | 2,862              |      | 0.67 /sf      | 2,862        |
| Building Insulation *            |              |              |                 | 2,862              |      |               | 2,862        |
| 05.00 HM Frames                  |              |              |                 |                    |      |               |              |
| 5 HM Frames single               | 3.00 open    |              | 576             |                    |      | 191,973 /open | 576          |
| 5 HM Frames double               | 2.00 open    |              | 476             |                    |      | 238.00 /open  | 476          |
| HM Frames                        |              |              | 1,052           |                    |      |               | 1,052        |
| 06.00 HM Doors *                 |              |              |                 |                    |      |               |              |
| 5 HM Doors                       | 7.00 open    |              |                 | 3,584              |      | 511,933 /open | 3,584        |
| HM Doors *                       |              |              |                 | 3,584              |      |               | 3,584        |
| 20.00 Hardware Packages *        |              |              |                 |                    |      |               |              |
| 5 Hardware Package               | 1.00 ls      |              | 6,422           |                    |      | 6,422.20 /ls  | 6,422        |
| Hardware Packages *              |              |              | 6,422           |                    |      |               | 6,422        |
| 00.00 OH & Rollup Doors *        |              |              |                 |                    |      |               |              |
| 43 Roll-Up Doors                 | 1.00 ea      |              |                 | 2,300              |      | 2,300.00 /ea  | 2,300        |
| OH & Rollup Doors *              |              |              |                 | 2,300              |      |               | 2,300        |
| 00.00 Lath, Plaster & Stucco     |              |              |                 |                    |      |               |              |
| 5 Stucco                         | 1,250.00 sy  |              |                 | 25,000             |      | 20.00 /sy     | 25,000       |
| Lath, Plaster & Stucco           |              |              |                 | 25,000             |      |               | 25,000       |
| 06.00 Framing & Drywall          |              |              |                 |                    |      |               |              |
| 10 Framing & Drywall             | 3,000.00 sf  |              |                 | 11,167             |      | 3.722 /sf     | 11,167       |
| Framing & Drywall                |              |              |                 | 11,167             |      |               | 11,167       |
| 07.00 Epoxy Floor Covering       |              |              |                 |                    |      |               |              |
| 01 Epoxy Paint Floor             | 1,200.00 sf  |              |                 | 3,072              |      | 2.56 /sf      | 3,072        |
| Epoxy Floor Covering             |              |              |                 | 3,072              |      |               | 3,072        |
| 100.00 Painting *                |              |              |                 |                    |      |               |              |
| 02 Painting                      | 10,300.00 sf |              |                 | 13,703             |      | 1.33 /sf      | 13,703       |

| Item                       | Description                | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost     | Total Amount   |
|----------------------------|----------------------------|-------------|--------------|-----------------|--------------------|------|---------------|----------------|
|                            | Painting *                 |             |              | 13,703          |                    |      |               | 13,703         |
| 50.00                      | Toilet Partitions *        |             |              |                 |                    |      |               |                |
| 01                         | Toilet Partitions          | 7.00 ea     |              | 6,074           |                    |      | 867.73 /ea    | 6,074          |
| 01                         | Urinal Screen              | 2.00 ea     |              | 1,530           |                    |      | 765.00 /ea    | 1,530          |
|                            | Toilet Partitions *        |             |              | 7,604           |                    |      |               | 7,604          |
| 00.00                      | Louvers & Vents *          |             |              |                 |                    |      |               |                |
| 11a                        | Louvers Painted Steel      | 6.00 ea     |              | 6,911           |                    |      | 1,151.85 /ea  | 6,911          |
|                            | Louvers & Vents *          |             |              | 6,911           |                    |      |               | 6,911          |
| 00.00                      | Signage & I.D. Devices *   |             |              |                 |                    |      |               |                |
| 01                         | Wall Signage               | 7.00 ea     |              | 840             |                    |      | 120.00 /ea    | 840            |
|                            | Signage & I.D. Devices *   |             |              | 840             |                    |      |               | 840            |
| 20.00                      | Fire Extinguishers/Cab. *  |             |              |                 |                    |      |               |                |
| 5                          | Fire Extinguishers 10# ABC | 1.00 ea     |              | 160             |                    |      | 159.98 /ea    | 160            |
|                            | Fire Extinguishers/Cab. *  |             |              | 160             |                    |      |               | 160            |
|                            | 0.67 Labor hours           |             |              |                 |                    |      |               |                |
| 00.00                      | Toilet Accessories *       |             |              |                 |                    |      |               |                |
| 5                          | Accessories Mat & Install  | 1.00 ea     |              | 7,417           |                    |      | 7,416.63 /ea  | 7,417          |
|                            | Toilet Accessories *       |             |              | 7,417           |                    |      |               | 7,417          |
| 00.01                      | Plumbing Fixtures *        |             |              |                 |                    |      |               |                |
| 10                         | Plumbing Fixtures          | 17.00 ea    |              | 50,150          |                    |      | 2,950.00 /ea  | 50,150         |
|                            | Plumbing Fixtures *        |             |              | 50,150          |                    |      |               | 50,150         |
| 00.00                      | Exhaust Equipment          |             |              |                 |                    |      |               |                |
| 01                         | Exhaust Fans               | 2.00 ea     |              | 10,751          |                    |      | 5,375.30 /ea  | 10,751         |
|                            | Exhaust Equipment          |             |              | 10,751          |                    |      |               | 10,751         |
| 00.00                      | Electrical Work            |             |              |                 |                    |      |               |                |
| 1                          | Electrical                 | 1.00 Ls     |              | 32,650          |                    |      | 32,650.00 /Ls | 32,650         |
|                            | Electrical Work            |             |              | 32,650          |                    |      |               | 32,650         |
| <b>03 RR &amp; Concess</b> |                            |             | <b>0</b>     | <b>7,474</b>    | <b>195,461</b>     |      |               | <b>202,936</b> |
|                            | 0.67 Labor hours           |             |              |                 |                    |      |               |                |
| <b>Splash Deck</b>         |                            |             |              |                 |                    |      |               |                |
| 50.00                      | FINE GRADE                 |             |              |                 |                    |      |               |                |
| 09                         | Fine Grading               | 6,976.00 sf |              | 3,125           |                    |      | 0.45 /sf      | 3,125          |
|                            | FINE GRADE                 |             |              | 3,125           |                    |      |               | 3,125          |
| 01.00                      | Site Water                 |             |              |                 |                    |      |               |                |
| w05                        | Water Service- 1 1/2"      | 100.00 lf   |              | 2,560           |                    |      | 25.60 /lf     | 2,560          |

| Item  | Description                       | Takeoff Qty  | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost      | Total Amount   |
|-------|-----------------------------------|--------------|--------------|-----------------|--------------------|------|----------------|----------------|
|       | Site Water                        |              |              |                 |                    |      |                |                |
| 10.00 | Site Sewer                        |              |              | 2,560           |                    |      |                | 2,560          |
| 11    | Sanitary Sewer- 6" pvc            | 100.00 lf    | -            | -               |                    |      |                |                |
|       | Sanitary Cleanout                 | 1.00 ea      | -            | 768             |                    |      | 7.68 /lf       | 768            |
|       | Site Sewer                        |              |              | 384             |                    |      | 383.95 /ea     | 384            |
|       |                                   |              |              | 1,152           |                    |      |                | 1,152          |
| 10.00 | Fencework                         |              |              |                 |                    |      |                |                |
|       | Fencing                           | 209.890 lf   | -            | 7,679           |                    |      | 36.59 /lf      | 7,679          |
|       | Fencework                         |              |              | 7,679           |                    |      |                | 7,679          |
| 10.00 | Concrete -Material *              |              |              |                 |                    |      |                |                |
| 10    | Concrete Flatwork                 | 2,326.450 sf | -            | 15,331          |                    |      | 6.59 /sf       | 15,331         |
| 20    | Concrete SOG (w/Reint & Forms)    | 1,491.88 sf  | -            | 6,110           |                    |      | 4.10 /sf       | 6,110          |
|       | Concrete -Material *              |              |              | 21,441          |                    |      |                | 21,441         |
| 10.00 | Pool Pumps and Controller         |              |              |                 |                    |      |                |                |
| 05    | Splash Deck Pumps and Controllers | 1.00 ls      | -            | 18,650          |                    |      | 18,650.00 /ls  | 18,650         |
|       | Pool Pumps and Controller         |              |              | 18,650          |                    |      |                | 18,650         |
| 10.00 | Collectors Tanks                  |              |              |                 |                    |      |                |                |
| 02    | Collector tanks Splash Decks      | 1.00 Ls      | -            | 13,200          |                    |      | 13,200.00 /Ls  | 13,200         |
|       | Collectors Tanks                  |              |              | 13,200          |                    |      |                | 13,200         |
| 10.00 | Cast In Place Pools               |              |              |                 |                    |      |                |                |
| 100   | Pool Mechanical Equipment         | 1.00 ls      | -            | 120,935         |                    |      | 120,935.28 /ls | 120,935        |
|       | Cast In Place Pools               |              |              | 120,935         |                    |      |                | 120,935        |
| 15.00 | PreEngr'd Pool Play Struc         |              |              |                 |                    |      |                |                |
| 10    | Rain Drop Play Features           | 1.00 ea      | -            | 48,634          |                    |      | 48,633.66 /ea  | 48,634         |
|       | PreEngr'd Pool Play Struc         |              |              | 48,634          |                    |      |                | 48,634         |
| 10.00 | Plumbing Rough-In *               |              |              |                 |                    |      |                |                |
| 477   | Misc drains & Fittings            | 1.00 ls      | -            | 3,244           |                    |      | 3,244.00 /ls   | 3,244          |
|       | Plumbing Rough-In *               |              |              | 3,244           |                    |      |                | 3,244          |
| 10.00 | Electrical Work                   |              |              |                 |                    |      |                |                |
| 1     | Electrical                        | 1.00 ls      | -            | 12,798          |                    |      | 12,798.33 /ls  | 12,798         |
|       | Electrical Work                   |              |              | 12,798          |                    |      |                | 12,798         |
|       | <b>03 Splash Deck</b>             |              | <b>0</b>     | <b>67,284</b>   | <b>186,135</b>     |      |                | <b>253,418</b> |
|       | <b>Comm Bldg</b>                  |              |              |                 |                    |      |                |                |
| 0.01  | Bldg Int & Renovations            |              |              |                 |                    |      |                |                |
|       | Community Building Renovation     | 12,000.00 sf | -            | -               | 965,700            |      | 80.48 /sf      | 965,700        |

| Item Description                  | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Unit Cost     | Amount  |
|-----------------------------------|-------------|--------------|-----------------|--------------------|---------------|---------|
| <b>Bldg Int &amp; Renovations</b> |             |              |                 |                    |               |         |
| <b>03.1 Comm Bldg</b>             |             |              |                 |                    |               |         |
| <b>Contr Bth</b>                  |             |              |                 |                    |               |         |
| 0.01 Excav. Concrete Work         |             |              |                 |                    |               | 965,700 |
| 10 Excav Continuous Footings      | 12.00 cy    |              |                 | 240                | 20.00 /cy     | 240     |
| Excav. Concrete Work              |             |              |                 | 240                |               | 240     |
| 10.02 Reinf Concrete In-Place     |             |              |                 |                    |               | 4,500   |
| 10 Footings                       | 12.00 cy    |              |                 | 4,500              | 375.00 /cy    | 4,500   |
| Reinf Concrete In-Place           |             |              |                 | 4,500              |               | 4,500   |
| 10.00 Misc Metal Fabrication *    |             |              |                 |                    |               | 10,300  |
| 02 Control Booth Tower Structure  | 1.00 Ls     |              |                 | 10,300             | 10,300.00 /Ls | 10,300  |
| Misc Metal Fabrication *          |             |              |                 | 10,300             |               | 10,300  |
| 10.00 BOLTS & ANCHORS             |             |              |                 |                    |               | 200     |
| 01 Misc Anchors                   | 1.00 Ls     |              | 200             |                    | 200.00 /Ls    | 200     |
| BOLTS & ANCHORS                   |             |              | 200             |                    |               | 200     |
| 10.01 VCT Flooring                |             |              |                 |                    |               | 185     |
| 01 VCT Flooring                   | 100.00 sf   |              |                 | 185                | 1.85 /sf      | 185     |
| VCT Flooring                      |             |              |                 | 185                |               | 185     |
| 10.00 Misc. Furnishings           |             |              |                 |                    |               | 32,650  |
| Control Booth Structure Unit      | 1.00 Ls     |              |                 | 32,650             | 32,650.00 /Ls | 32,650  |
| Misc. Furnishings                 |             |              |                 | 32,650             |               | 32,650  |
| 10.00 Electrical Work             |             |              |                 |                    |               | 3,500   |
| 1 Electrical                      | 1.00 ls     |              |                 | 3,500              | 3,500.00 /ls  | 3,500   |
| Electrical Work                   |             |              |                 | 3,500              |               | 3,500   |
| <b>03.2: Contr Bth</b>            |             |              |                 |                    |               |         |
|                                   |             | 0            | 200             | 51,375             |               | 51,375  |
| <b>Shade Shelf</b>                |             |              |                 |                    |               |         |
| 10.03 Shade Shelter Concrete      |             |              |                 |                    |               | 11,250  |
| 20 Shelter Slabs & Floors         | 30.00 cy    |              |                 | 11,250             | 375.00 /cy    | 11,250  |
| Shade Shelter Concrete            |             |              |                 | 11,250             |               | 11,250  |
| 10.00 Painting *                  |             |              |                 |                    |               | 2,048   |
| 111 Paint 20 x 20                 | 2.00 ea     |              |                 | 2,048              | 1,023.87 /ea  | 2,048   |
| Painting *                        |             |              |                 | 2,048              |               | 2,048   |
| 10.00 Pre-Engr'd Shade Shelter    |             |              |                 |                    |               | 2,048   |

| Item Description                    | Takeoff Qty | Labor        | Material | Subcontract   | Name | Unit Cost     | Total | Amount        |
|-------------------------------------|-------------|--------------|----------|---------------|------|---------------|-------|---------------|
|                                     |             | Amount       | Amount   | Amount        |      |               |       |               |
| 000 Pre-Engr'd Shade Shelter        | 2.00 ea     | 7,000        |          |               |      | 12,000.00 /ea |       | 24,000        |
| 224 Shade Shelter - 15' x 15' Hip   |             | 7,000        |          |               |      |               |       | 24,000        |
| 000 Pre-Engr'd Shade Shelter        | 2.00 ea     |              |          | 2,048         |      | 1,023.87 /ea  |       | 2,048         |
| 30 Hose Bibb Rough-In & Install     |             |              |          | 2,048         |      |               |       | 2,048         |
| 000 Plumbing Rough-In *             | 2.00 ea     |              |          | 5,119         |      | 2,559.67 /ea  |       | 5,119         |
| 35 Medium shelter                   |             |              |          | 5,119         |      |               |       | 5,119         |
| 000 Electrical Work                 |             |              |          |               |      |               |       |               |
| 35 Electrical Work                  |             |              |          |               |      |               |       |               |
| <b>13. Shade Shelt</b>              |             | <b>7,000</b> | <b>0</b> | <b>37,465</b> |      |               |       | <b>44,465</b> |
| <b>Storage</b>                      |             |              |          |               |      |               |       |               |
| 00.01 Excav. Concrete Work          |             |              |          |               |      |               |       |               |
| 10 Excav Continuous Footings        | 15.00 cy    |              |          | 300           |      | 20.00 /cy     |       | 300           |
| Excav. Concrete Work                |             |              |          | 300           |      |               |       | 300           |
| 00.02 Reinf Concrete In-Place       |             |              |          |               |      |               |       |               |
| 10 Footings & Floor Slabs           | 26.00 cy    |              |          | 9,750         |      | 375.00 /cy    |       | 9,750         |
| Reinf Concrete In-Place             |             |              |          | 9,750         |      |               |       | 9,750         |
| 20.05 Metal Buildings               |             |              |          |               |      |               |       |               |
| Metal Storage Building Complete     | 1.00 ls     |              |          | 36,850        |      | 36,850.00 /ls |       | 36,850        |
| Metal Buildings                     |             |              |          | 36,850        |      |               |       | 36,850        |
| 00.00 Plumbing Rough-In *           |             |              |          |               |      |               |       |               |
| 30 Hose Bibb Rough-In               | 1.00 ea     |              |          | 3,200         |      | 3,199.56 /ea  |       | 3,200         |
| Plumbing Rough-In *                 |             |              |          | 3,200         |      |               |       | 3,200         |
| 00.25 Electrical Prefab Bldg        |             |              |          |               |      |               |       |               |
| 10 Metal Building Electric          | 1.00 ls     |              |          | 15,000        |      | 15,000.00 /ls |       | 15,000        |
| Electrical Prefab Bldg              |             |              |          | 15,000        |      |               |       | 15,000        |
| <b>13.1 Storage</b>                 |             | <b>0</b>     | <b>0</b> | <b>65,100</b> |      |               |       | <b>65,100</b> |
| <b>2 Playground</b>                 |             |              |          |               |      |               |       |               |
| 303.00 Backfill                     |             |              |          |               |      |               |       |               |
| 10 Sand                             | 200.00 tons |              |          | 3,000         |      | 15.00 /tons   |       | 3,000         |
| Backfill                            |             |              |          | 3,000         |      |               |       | 3,000         |
| 770.20 Conc. Walks & Flatwork *     |             |              |          |               |      |               |       |               |
| 10 4" Concrete Sidewalks (No Reinf) | 1,200.00 sf |              |          | 5,119         |      | 4.27 /sf      |       | 5,119         |



| Item    | Description                         | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Name | Unit Cost      | Total Amount  |
|---------|-------------------------------------|-------------|--------------|-----------------|--------------------|------|----------------|---------------|
|         | Conc. Walks & Flatwork *            |             |              |                 |                    |      |                | 5,119         |
| 20.00   | Fencework                           |             |              |                 |                    |      |                |               |
| 10      | Chainlink Fencework                 | 450.00 lf   |              | 11,250          |                    |      | 25.00 /lf      | 11,250        |
|         | Fencework                           |             |              | 11,250          |                    |      |                | 11,250        |
| 07.00   | SOG Concrete                        |             |              |                 |                    |      |                |               |
| 20      | Concrete SOG Concrete surfate       | 1.00 ls     |              | 6,399           |                    |      | 6,399.17 /ls   | 6,399         |
|         | SOG Concrete                        |             |              | 6,399           |                    |      |                | 6,399         |
| 350.00  | Safety Surfaces                     |             |              |                 |                    |      |                |               |
| 10      | Safety Surface seamless porous slip | 1.00 ls     |              | 6,015           |                    |      | 6,015.22 /ls   | 6,015         |
|         | Safety Surfaces                     |             |              | 6,015           |                    |      |                | 6,015         |
| 128.00  | Pre-Engr'd Shade Shelter            |             |              |                 |                    |      |                |               |
| 4th     | Shade Shelter- Full Sail            | 1.00 ea     | 17,850       |                 |                    |      | 17,850.00 /ea  | 17,850        |
|         | Pre-Engr'd Shade Shelter            |             | 17,850       |                 |                    |      |                | 17,850        |
| 170.01  | Playground Equipment                |             |              |                 |                    |      |                |               |
| ----    | Playground Equipment                | 1.00 ls     |              | 60,152          |                    |      | 60,152.16 /ls  | 60,152        |
|         | Playground Equipment                |             |              | 60,152          |                    |      |                | 60,152        |
|         | <b>13.2 Playground</b>              |             | <b>0</b>     | <b>17,850</b>   |                    |      |                | <b>91,936</b> |
|         | <b>3.3 Bleachers</b>                |             |              |                 |                    |      |                |               |
| 301.01  | Exc Continuous Footings             |             |              |                 |                    |      |                |               |
| 17      | Excavate footers and backfilling    | 1.00 ls     |              | 8,250           |                    |      | 8,250.00 /ls   | 8,250         |
|         | Exc Continuous Footings             |             |              | 8,250           |                    |      |                | 8,250         |
| 300.00  | Concrete -Material *                |             |              |                 |                    |      |                |               |
| 05      | Concrete Bleacher Structure         | 1.00 Ls     |              | 285,360         |                    |      | 285,360.00 /Ls | 285,360       |
| 05      | Concrete ADA side Ramps             | 1.00 Ls     |              | 46,500          |                    |      | 46,500.00 /Ls  | 46,500        |
|         | Concrete -Material *                |             |              | 331,860         |                    |      |                | 331,860       |
| 1200.00 | Masonry *                           |             |              |                 |                    |      |                |               |
| 10      | CMU Block Work (8" x 16" x 8")      | 2,600.00 sf |              | 14,142          |                    |      | 5.44 /sf       | 14,142        |
|         | Masonry *                           |             |              | 14,142          |                    |      |                | 14,142        |
| 3500.00 | Misc Metal Fabrication *            |             |              |                 |                    |      |                |               |
| 25      | Stair & Ramp Railings               | 575.00 lf   |              | 48,875          |                    |      | 85.00 /lf      | 48,875        |
|         | Misc Metal Fabrication *            |             |              | 48,875          |                    |      |                | 48,875        |
| 3128.00 | Pre-Engr'd Shade Shelter            |             |              |                 |                    |      |                |               |
| ----    | Pre Engineered Bleacher Cover       | 1.00 Ls     |              | 189,560         |                    |      | 189,560.00 /Ls | 189,560       |



**EXHIBIT M**

**ENABLING LEGISLATION**



# City of Miami

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

## Text File Report

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|                        |                    |  |
|------------------------|--------------------|--|
| File ID: 05-00103      | Type: Resolution   | Status: Passed                             |
| Enactment #: R-05-0149 |                    | Enactment Date: 3/10/05                    |
| Version: 1             | Introduced: 2/1/05 | Controlling Body: Office of the City Clerk |

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A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH RECREATIONAL DESIGN AND CONSTRUCTION, INC., FOR COMPREHENSIVE CONSTRUCTION AND DESIGN SERVICES FOR THE LITTLE HAITI PARK SOCCER AND RECREATIONAL FACILITIES, PROJECT NO. B-38500 UNDER A DESIGN-BUILD PROCESS IN AN AMOUNT NOT TO EXCEED \$5,154,911; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENT PROJECT NO. 331412 ENTITLED "LITTLE HAITI PARK LAND ACQUISITION AND DEVELOPMENT" UNDER THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND PROGRAM.

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WHEREAS, the City of Miami ("City") has established a capital improvement project to design and construct soccer and recreational facilities for the new Little Haiti Park, to be located on the site of the former Keystone Trailer Park along Northeast 2nd Avenue north of Northeast 62nd Street, Miami, Florida; and

WHEREAS, said project has been incorporated into the City's Capital Improvement Program and Multi-year Plan as Project No. B-38500, entitled "Little Haiti Park Soccer and Recreational Facilities" ("Project"); and

WHEREAS, pursuant to Resolution No. 04-0786, adopted December 9, 2004, the City has determined that the Project is best implemented using a design-build process, with Recreational Design & Construction, Inc. ("RDC") serving as the lead contractor and Corzo Castella Carballo Thompson Salman, PA. as the design consultant for the team; and

WHEREAS, as a result of the foregoing, RDC and the Director of the Capital Improvements and Transportation Department have negotiated an agreement for the design and construction of the Project, laying forth the duties and obligations of the parties, and established a not to exceed fee of \$5,154,911, for the comprehensive design-build service; and

WHEREAS, work on the Project will consist of site preparation, grading and demolition, site electric, sport and security lighting, utilities, one FIFA regulation soccer field, a practice field, fixed bleachers with restrooms, concession and storage facilities, an additional storage building, picnic pavilions, a domino shelter, a vita course, playground, splash deck, related parking, landscaping and irrigation; and

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

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



## City of Miami

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

## Text File Report

File ID: 05-00563

Type: Resolution

Status: Mayor's Office for  
Signature

Enactment #: R-05-0390

Enactment Date: 6/9/05

Version: 1

Introduced: 6/3/05

Controlling Body: City Commission

A RESOLUTION OF THE MIAMI CITY COMMISSION AMENDING RESOLUTION NO. 05-0149, ADOPTED MARCH 10, 2005, TO CORRECT THE STATED AMOUNT OF THE CONTRACT WITH RECREATION DESIGN AND CONSTRUCTION, INC., FOR THE LITTLE HAITI PARK SOCCER AND RECREATIONAL FACILITIES, PROJECT NO. B-38500, TO REFLECT THE CORRECT NEGOTIATED AMOUNT AS \$5,725,942 INSTEAD OF \$5,154,911; ALLOCATING FUNDS FOR SAID PURPOSE FROM CAPITAL IMPROVEMENT PROJECT NO. 331412 ENTITLED "LITTLE HAITI PARK LAND ACQUISITION AND DEVELOPMENT."

WHEREAS, Resolution No. 05-0149, adopted March 10, 2005, authorized the City Manager to execute an Agreement between the City of Miami and Recreational Design and Construction, Inc. ("RDC"), for comprehensive construction and design services for the Little Haiti Park Soccer and Recreational Facilities Project No. B-38500, under a design-build process for a total amount not to exceed \$5,154,911; and

WHEREAS, due to negotiations running late, the amount stated in said Resolution conflicted with the actual negotiated amount stated in the Agreement attached to the legislation, which was \$5,725,942; and

WHEREAS, funds in the total amount of \$5,725,942, are available from Capital Improvement Project ("CIP") 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. Section 2 of Resolution No. 05-0149, adopted March 10, 2005, is amended in the following particulars: (1)

"Resolution No. 05-0149

\* \* \* \* \*

Section 2. The City Manager is authorized (1) to execute an Agreement, in substantially the attached form, with RDC, for comprehensive construction and design services for the Little Haiti Park Soccer and Recreational Facilities, Project No. B-38500, under a design-build process in an amount not to exceed \$5,154,911, \$5,725,942, with funds allocated from CIP No. 331412 entitled "Little Haiti Park Land Acquisition and Development" under the Homeland Defense Neighborhood

CITY ATTORNEY



# City of Miami

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

## Text File Report

File ID: 04-01321

Type: Resolution

Status: Passed

Enactment #: R-04-0786

Enactment Date: 12/9/04

Version: 2

Introduced: 11/16/04

Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, RATIFYING, APPROVING AND CONFIRMING THE CITY MANAGER'S FINDING OF AN EMERGENCY THAT IT IS IN THE BEST INTEREST OF THE CITY OF MIAMI ("CITY"), WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING PROCEDURES, PROVIDED IN THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, SECTIONS 18-86 AND 18-87 AND UNDER FLORIDA STATUTES 255.20 AND 287.055, APPROVING THE SELECTION OF THE ARCHITECT/ENGINEER AND/OR CONTRACTOR AS STATED HEREIN, RELATING TO CERTAIN PROJECTS FUNDED FROM THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND PROCEEDS, SPECIFICALLY, GRAPELAND HEIGHTS PARK WATER THEME PARK (B-35828), GRAPELAND HEIGHTS PARK COMMUNITY RECREATION FACILITY AND PARKING (B-30105), GRAPELAND HEIGHTS PARK FIELDS AND SITE DEVELOPMENT (B-60496), JOSE MARTI PARK GYMNASIUM (B-35857), LITTLE HAITI PARK CULTURAL CAMPUS (B-30295) AND LITTLE HAITI PARK SOCCER AND RECREATIONAL FACILITIES (B-38500); AUTHORIZING THE CITY MANAGER TO NEGOTIATE AGREEMENTS BETWEEN THE CITY AND THE FIRMS NAMED HEREIN TO PROVIDE THE REQUIRED DESIGN (ARCHITECTURE AND ENGINEERING), DESIGN-BUILD, AND/OR CONSTRUCTION MANAGEMENT-AT-RISK SERVICES, FOR THE PROJECTS DEFINED HEREIN, AS APPLICABLE PER PROJECT, AND PRESENT SAID AGREEMENTS TO THE CITY COMMISSION FOR REVIEW AND APPROVAL AT A FUTURE DATE.

WHEREAS, on August 8, 2002, the City of Miami ("City"), with the prior approval of the voters, issued Limited Ad Valorem Tax Bonds, Series 2002, known as the Homeland Defense Neighborhood Improvement Bonds ("Bonds"), in the aggregate principle amount of \$153,186,405.85 as tax-exempt bonds, for the purpose of funding capital improvement projects identified pursuant to Ordinance No. 12137 adopted October 11, 2001; and

WHEREAS, projects to be implemented with the included several sizeable projects for improvements at Grapeland Heights Park and Jose Marti Park, and the creation of a new, state-of-the-art park within the Little Haiti community; and

WHEREAS, these projects have been further refined, scoped and subsequently programmed into the City's Capital Improvement Program and Multi-Year Plan as: Grapeland Heights Park Water Theme Park (B-35828), Grapeland Heights Park Community Recreation Facility and Parking (B-30105), Grapeland Heights Park Fields & Site Development (B-60496), Jose Marti Park Gymnasium (B-35857), Little Haiti Park Cultural Campus (B-30295), and Little Haiti Park

and Section 287.055 of Florida Statutes, known as the Consultants Competitive Negotiations Act ("CCNA"), or as Construction Management-at-Risk projects, governed by Section 18-86 of the City Code; and

WHEREAS, these delivery methods combine design and construction teams to compress project schedules over traditional design-bid-build scenarios to a one to three-year time frame, improve project integrity, and reduce costs, particularly addressing or eliminating change orders and cost overruns; and

WHEREAS, procurement procedures normally utilized to secure these methods also require significant time, from six (6) months to one (1) year, to complete, thereby compounding the delay, further hampering the City's bonding capacity and the delivery of these projects for the benefit of the community; and

WHEREAS, the Administration has determined that the most expeditious method of implementing the Grapeland Heights Park projects (B-35828, B-30105 and B-60496), and the Little Haiti Park Soccer and Recreational Facilities project (B-38500) is to use the Design-Build method; and

WHEREAS, the Administration recommends that Recreation Design Consultants serve as the prime consultant/contractor for the Grapeland Heights Park projects (B-35828, B-30105, and B-60496) with the design firm of Carzo Castella Caballo Thompson Salman (C3TS) as the subconsultant/engineer; and

WHEREAS, the Administration recommends that Recreation Design Consultants serve as the prime consultant/contractor for the Little Haiti Park Soccer and Recreational Facilities (B-38500) with the design firm of Zyscovich Architects as the subconsultant/architect; and

WHEREAS, the Administration has determined that the most expeditious method of implementing the Jose Marti Park Gymnasium (B-35857) and Little Haiti Park Cultural Campus (B-30295) projects is to use the Construction Management-at-Risk method, and

WHEREAS, the Administration recommends that Pirtle Construction Company, Inc. serve as the contractor, Construction Manager at Risk, for the Jose Marti Park Gymnasium project (B-35857) and that the design firm of Zyscovich Architects serve as the architect for the project under a previously existing agreement dated June 24, 2002 subject to the additional approval of the City Commission requested herein; and

WHEREAS, the Administration recommends that Pirtle Construction Company, Inc. serve as the contractor, Construction Manager at Risk, for the Little Haiti Park Cultural Campus (B-30295) project and that the design firm of Zyscovich Architects continue as the architect for the project as approved by Resolution No. 04-0151 adopted March 11, 2004, under its previously existing agreement dated June 24, 2002; and

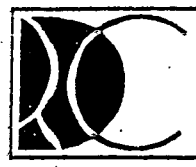
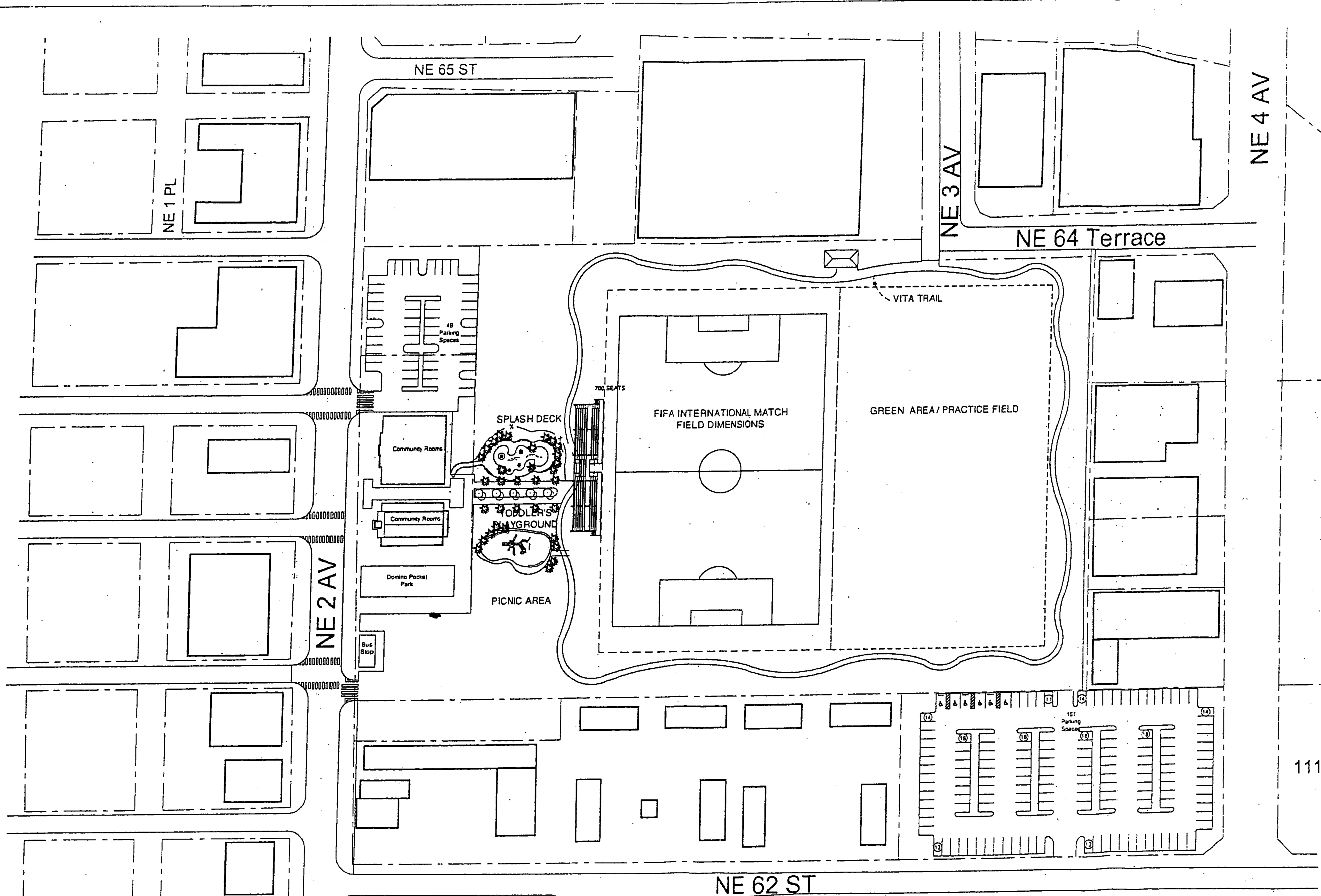
WHEREAS, the Administration has investigated and identified the aforementioned firms as having excellent qualifications uniquely geared to the projects for which they are recommended, substantial records of experience in projects of like size and complexity, and are appropriately licensed; and

WHEREAS, the City Manager requests authorization to negotiate appropriate contract terms, conditions and compensation with each Design-Build and Construction Management-at-Risk service provider and return to the City





Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}



RECREATIONAL  
DESIGN AND  
CONSTRUCTION, INC.  
3990 North Powerline Road  
Ft. Lauderdale, FL 33309  
Voice 754-566-3885  
Fax 954-566-3335



Zyscovich  
ARCHITECTURE  
PLANNING  
INTERIOR DESIGN  
100 N. Bayshore Blvd., Suite 2700  
Miami, FL 33132  
Tel. 305-375-6222 Fax 305-677-4621

LITTLE HAITI PARK  
MIAMI, FLORIDA

PROJECT NUMBER  
0503-SOCC

FILE #

DRAWN:  
REVIEWED:  
CHECKED:

DATE: 02-14-05

ISSUE/REVISIONS

| NO. | DATE | DESCRIPTION |
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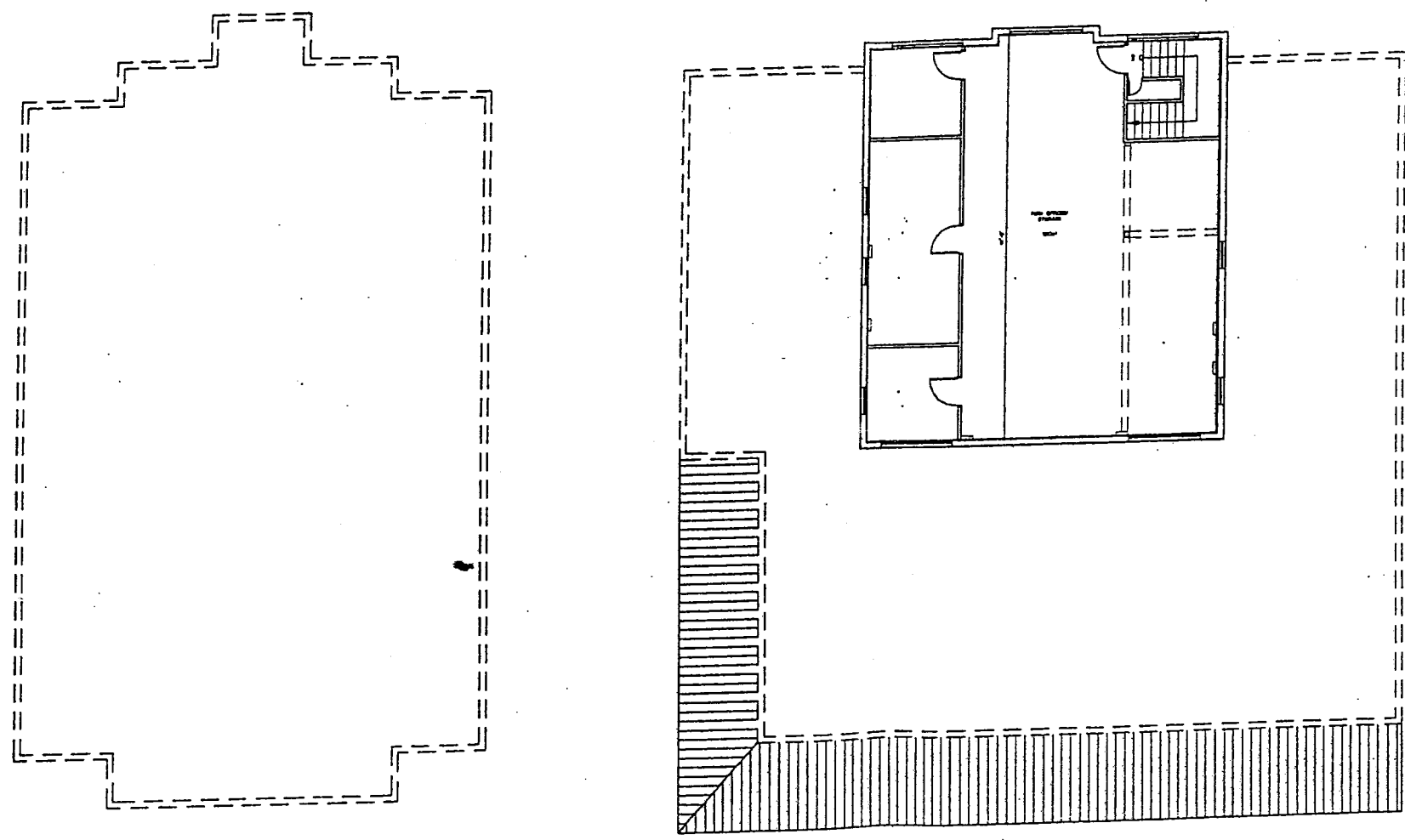
A-1

Site Plan Scale: 1" = 50'-0"

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**Second Floor Plan** Scale: 1/16" = 1'-0"



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**LITTLE HAITI PARK**  
MIAMI, FLORIDA

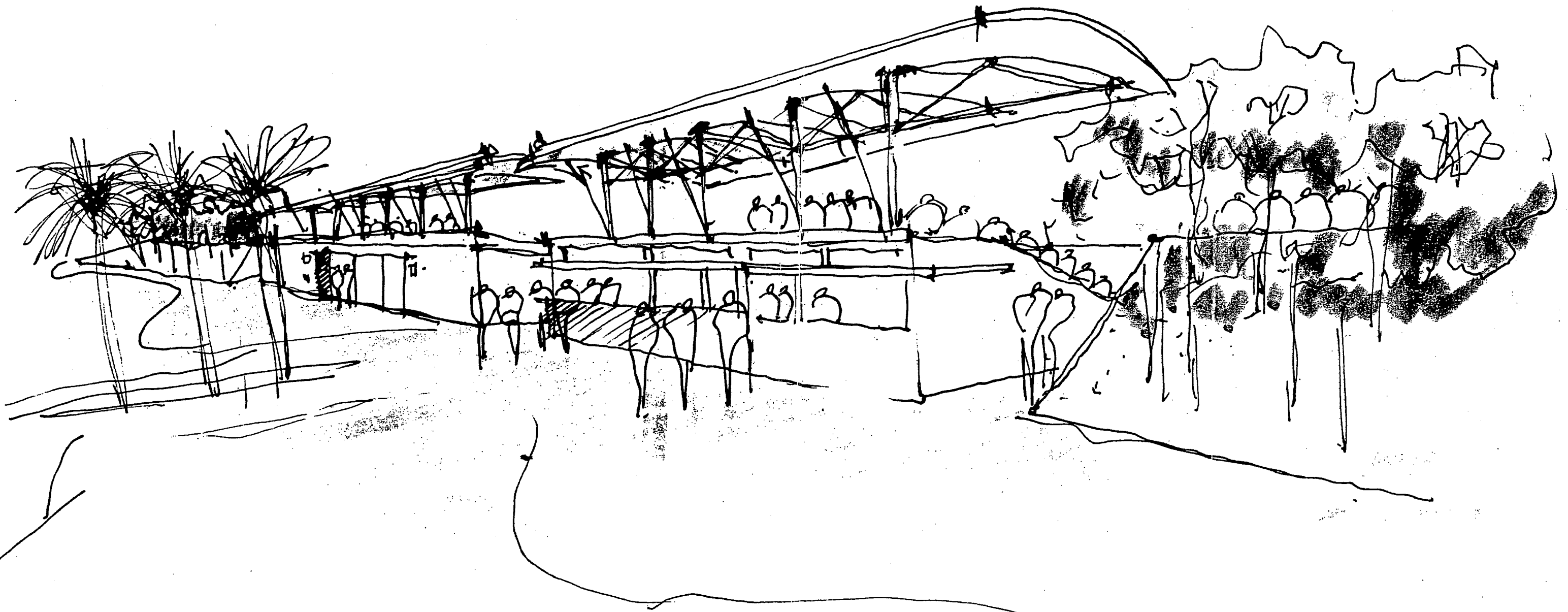
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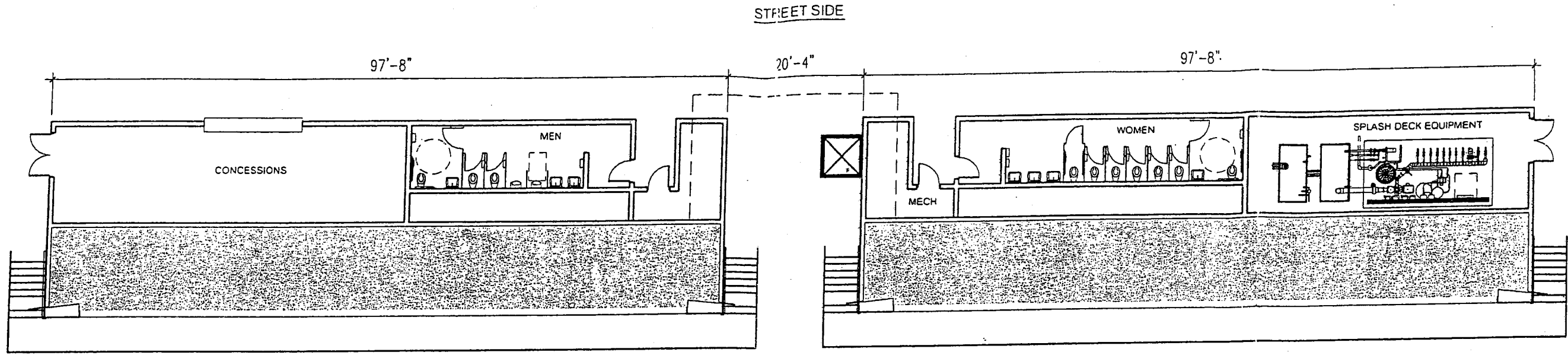






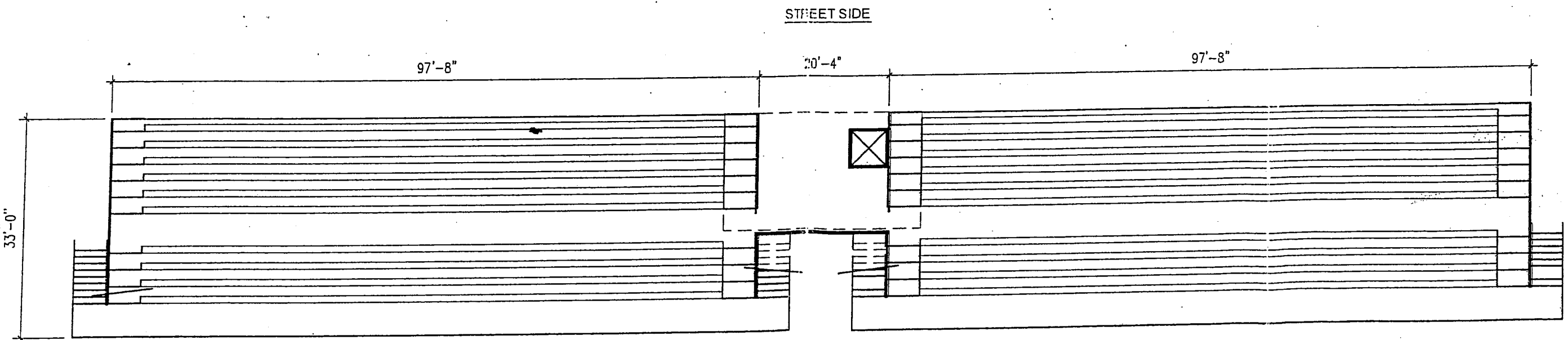


*Little Haiti Park - Perspective View of Bleachers*



*Stadium Ground Floor Plan*

FIELD SIDE



*Stadium Bleacher Plan*

FIELD SIDE

**CITY OF MIAMI**  
**DEPARTMENT OF CAPITAL IMPROVEMENTS**

**AMENDMENT NO. 1 TO DESIGN BUILD AGREEMENT**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES**  
**LITTLE HAITI SOCCER PARK AND RECREATIONAL FACILITIES**

**RECREATIONAL DESIGN AND CONSTRUCTION, INC.**

This Amendment No. 1 to the Agreement dated June 9, 2005, between the City of Miami, a municipal corporation of the State of Florida ("CITY"), and Recreational Design and Construction, Inc., ("CM") a Florida corporation (the "Agreement"), for comprehensive construction and design services for the Little Haiti Soccer Park and Recreational Facilities ("PROJECT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**RECITALS**

WHEREAS, Resolution No. 05-0149, adopted March 10, 2005, authorized the City Manager to execute an Agreement between the City of Miami and Recreational Design and Construction, Inc. ("RDC"), for comprehensive construction and design services for the Little Haiti Park Soccer and Recreational Facilities Project No. B-38500, under a design-build process for a total amount not to exceed \$5,154,911; and

WHEREAS, the amount of \$5,154,911, stated in said Resolution, conflicted with the actual negotiated amount stated in the Agreement attached to the legislation, which was \$5,725,942, and Resolution No. 05-0390 was adopted on June 9, 2005, to correct this error; and

WHEREAS, ongoing construction related services have been negotiated to include permit fees, a new NET/Community building and bleacher canopy upgrades pursuant to the additional services request attached hereto as Exhibit "A" (the "Additional Work"); and

WHEREAS, the cost for the Additional Work requires an amendment to the Agreement, to provide for the Additional Work and increase to the total Contract Amount from \$5,725,942 to an amount not to exceed \$8,028,944; and

WHEREAS, funds for the stated purpose are available from Project No.B-38500 consisting of funds assembled from various funding sources including capital improvement funds and other funds as they may become available,

NOW THEREFORE, in consideration of the foregoing, the parties hereby amend the Contract as follows:

**Deleted: 3-Amendment-RDC  
LITTLE HAITI SOCCER V5**

Section 4. Scope of Services:

The Scope of Services is hereby amended to include the Additional Work, as specifically described in Exhibit "A" hereto.

Section 7. Compensation and Method of Payment

The amount of compensation is hereby increased to a value not to exceed \$8,028,944 in order to cover the cost of the Additional Work..

All other terms and conditions of the Agreement are in operative force and effect and remain unchanged.

**THE CITY OF MIAMI, FLORIDA**

CITY OF MIAMI, FLORIDA, a (SEAL)  
municipal Corporation of the State of **ATTEST:**  
Florida

By: \_\_\_\_\_  
Pedro Hernandez, City Manager

By: \_\_\_\_\_  
Priscilla A. Thompson, City Clerk

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

By: \_\_\_\_\_  
Lee Ann Brehm, Risk  
Management Administrator

**CONTRACTOR**

**ATTEST:**

\_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Recreational Design & Construction,  
Inc.

(Affix Corporate Seal)

**Deleted: 3-Amendment-RDC  
LITTLE HAITI SOCCER V5**

| ors:Document 3-Amendment-RDC LITTLE HAITI SOCCER V5 (3)

**Deleted:** 3-Amendment-RDC  
LITTLE HAITI SOCCER V5



**Construction Manager at Risk Agreement**

**By and Between**

**The City Of Miami**

**And**

**Pirtle Construction Company**

**For**

**CM@Risk Services**

**For Little Haiti Park Cultural Center**

**Department of Capital Improvements & Transportation  
444 SW 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33130**

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THIS **AGREEMENT**, made and entered into this 3rd day of Jan., 2005 by and between the City of Miami, Florida, a municipal corporation, hereinafter called the City, and James B. Pirtle Construction Company, Inc., DBA Pirtle Construction Company, a Florida Corporation, hereinafter called CM.

**WITNESSETH:**

**WHEREAS**, the City desires to enter into a Construction Manager at Risk (CM@Risk) contract, for construction manager at risk services, for the construction of the Little Haiti Park Cultural Center, and

**WHEREAS**, CM represents it possesses the requisite expertise and desires to enter into a contract to act as the Construction Manager at Risk to the City to provide the services as set forth herein; and

**WHEREAS**, the City Commission has authorized the City Manager to execute and enter into this Agreement by Resolution No. 05-01275 adopted November 17, 2005;

**NOW THEREFORE**, in consideration of the mutual covenants and compensation set forth herein the City and CM agree as follows:

## **Section 1 - General Terms and Conditions**

### **1. Overview**

This Agreement covers the services of a CM@Risk firm for the construction the Project, which consists of an approximately 31,000 square foot Community Center (Center) at Little Haiti Park (the "Project").

### **2. Intention of City**

It is the intent of City to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CM whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and CM shall comply therewith. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

### **3. Construction of the Agreement**

3.1 This Agreement is comprised of three sections, which are applicable in the following manner:

3.1.1 Section 1 – General Terms and Conditions: This Section applies to both the Pre-Construction and Construction Phase Services, if awarded,

except where it is stated that the requirements apply to only a specific Phase.

3.1.2 Section 2 – Pre-Construction Phase: The provisions of this Section apply only to the Pre-Construction Phase Services.

3.1.3 Section 3 – Construction Phase: The provisions of this Section are only applicable to the Construction Phase Services and shall only become effective upon the City's execution of the GMP Amendment

#### 4. **Definitions**

**Architect/Engineer** means Zyscovich, Inc. Zyscovich, Inc. has entered into a separate agreement with the City for the provision of design services for this Project. The Architect/Engineer is referred to herein as the A/E.

**City Commission** means the legislative body of the City of Miami.

**City Manager** means the duly appointed chief administrative officer of the City of Miami.

**City** means the City of Miami, Florida, a Florida municipal corporation. In all respects hereunder, City's performance is pursuant to the City's capacity as Owner of the Project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Agreement. For the purposes of this Agreement, "City" without modification shall mean the City Manager or Director, as applicable.

**CM Project Manager** means the person designated by CM as its lead representative to the City. The CM Project Manager shall have the authority to obligate and bind CM and to act on all matters on behalf of CM except for revisions to the Contract Documents and Change Orders.

**Constructability:** means the creative, organized process of analyzing a project's drawings, specifications and other project documentation with a goal of minimizing design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring addenda or change orders to make them buildable.

**Construction Change Directive** means a written directive to effect changes to the Work, prepared by the A/E and executed by the City

**Construction Estimate** means a cost estimate for the completion of the Work, which estimate shall include all components of the cost of the Work, as well as the Construction Manager's Fee for the Project.

**Contract Documents** means this the documents described in Section 1, Article 6 of this Agreement.

**Construction Manager** means the CM, Pirtle Construction Company, that shall provide services including, but not limited to preparation of cost estimates, constructability reviews, value engineering and assist in systems life cycle cost analysis, estimating, scheduling, bidding and submission of a GMP, as defined below, for construction, and construction management. Upon execution of the GMP amendment the Construction Manager shall serve, from that point forward as the General Contractor under this Agreement. Construction Manager is referred to herein as CM.

**Construction Manager's Fee** means the Construction Phase Fee to be negotiated with the CM for general conditions, overhead and profit compensation portion of the GMP, as defined below.

**Construction Manager's General Conditions Costs or CM's General Conditions Costs** means the necessary and reasonable costs incurred by the CM directly attributable to the GMP exclusive of the CM's overhead and profit. The CM's General Conditions Costs shall be a component of the Construction Manager's fee, and shall be a fixed amount during the entire Construction Phase for the Project, as set forth in the GMP

**Construction Phase Services** means the services to be performed through the CM during the construction phase of the Project, including without limitation, the Construction Work and such other services as required by this Agreement or reasonably inferred herein.

**Construction Schedule** means a critical path schedule or other construction schedule, as defined and required by the Agreement.

**Construction Work** means all Work required by this Agreement for the Construction Phase of the Project.

**Contingency** means a line item contingency amount contained in the Schedule of Values for the Project, which contingent amount, if accepted by the City, shall be included with the Project GMP.

**Contract Time** means the time period defined in this Agreement for the CM to complete the Pre-Construction Phase Services and submit the GMP Proposal, which shall be amended to reflect the Construction Phase should the City accept the GMP Proposal

**Cure** means the action taken by the CM promptly after receipt of written notice from the City of a breach of the Agreement for the Work, which shall be performed at no cost to the City, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Agreement affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work or the Project site disturbed in performing such cure.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written notice to Cure from the City identifying the deficiencies and the time to Cure.

**Design Documents** means the construction plans and specification prepared by Zyscovich, Inc. for this Project under a separate Agreement with the City.

**Director** means the Director of the Department of Capital Improvements and Transportation or designee, who has the authority and responsibility for managing the Project under this Agreement.

**Drawings** means the graphic and pictorial portions of the Work, which serve to show the design, location and dimensions of the Construction Work to be performed, including, without limitation, all notes, schedules and legends on such Drawings.

**Field Directive** means a written approval for the CM to proceed with Work requested by the City or the A/E, which is minor in nature and should not involve additional cost.

**Final Completion** means the date subsequent to the date of Substantial Completion at which time the CM has completed all the Work in accordance with the Agreement as

certified by the A/E or the City and submitted all documentation required by the Agreement

**Fixed Construction Budget** means the cost of construction provided by the City for purposes of design development.

**Guaranteed Maximum Price (GMP)** means the sum certain agreed to between the CM and the City and set forth in a the GMP Amendment as the maximum total Project price that the CM guarantees not to exceed for the construction of the Project and for all services within this Agreement, less only the Pre-Construction Fee. The Construction Manager's Fee plus the sum of the accepted subcontract bids and the Contingency shall comprise the GMP. The City reserves the right to request the submission of the GMP proposal to reflect one or more stages of construction.

**GMP Amendment** means the GMP Proposal, as may be amended and accepted by the City, at its sole discretion, which amendment shall automatically become incorporated herein upon the City and the CM's execution of same, and shall establish, among other things, the GMP, the names of the CM's on-site management and supervisory personnel for the Project and the Contract Time for the Construction Work.

**GMP Proposal** means a proposal for completing the Construction Work. Such proposal shall include the GMP for the construction of the Project accepted by the City based upon the drawings and specifications, the Contract Documents and the Memorandum of Changes. The City has no obligation to accept the GMP Proposal.

**Memorandum of Changes** means the notification provided to the City and the A/E by the CM at the times specified in this Agreement that recommends changes based on the Value Engineering and Constructability reviews.

**Notice To Proceed** means a written letter or directive issued by the Director or City's Project Manager acknowledging that all conditions precedent have been met and directing that the CM may begin Work on the Project or a specific task of the Project.

**Pre-Construction Fee** means the lump sum fee payable to the CM for the Work performed during the Pre-Construction Phase related to the Project, accepted by the City and the CM, which fee includes all direct and indirect costs incurred by the CM in the proper performance of the design, bid and award services.

**Pre-Construction Phase Services** mean the services the CM shall perform for the design phase of the Agreement and culminates with the exercise by City of one of the City's options regarding the GMP proposal.

**Pre-Construction Work** means all Work required by this Agreement during the Pre-Construction Phase of the Project.

**Project Manager** means an employee or representative of the City assigned by the Director to manage and monitor the Work to be performed under this Agreement and the construction of the Project.

**Project** means the construction and incidentals thereto, of the Little Haiti Park Cultural Center as contemplated and budgeted by the City.

**Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor or mapper in connection with his or her professional employment or practice.

**Punch List** means a compilation of items of Construction Work required to be performed by, or through the CM after the Substantial Completion inspection and prior to Final Completion and payment.

**Record Set** means the copy of the Drawings, Specifications, Change Orders and other modifications of the Agreement to be maintained at the Project site by the CM, in good order and marked currently to record changes and shall include additions, revisions, modifications, change orders, approved substitutions, shop drawings and accurate dimensioned locations for items recorded, including but not limited to, all underground utilities.

**Request For Information (RFI)** means a request from the CM seeking an interpretation or clarification by the A/E relative to the Agreement and/or the Drawings. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is needed. The RFI must set forth the CM's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

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

**Schedule of Values** means a written schedule setting forth the detailed and itemized cost breakdown, inclusive of labor, material, and taxes of all elements comprising the GMP set forth in the GMP Proposal.

**Specifications** as used herein means that portion of the Contract Documents which are the written requirements for the materials, equipment, systems, standards and workmanship for completion of the Work and performance of related services.

**Sub-Contractor(s)** means a person or entity other than a materialman or laborer that has a direct contract with the CM to perform or supply a portion of the Construction Work.

**Submittals** mean documents prepared by the CM or those working on its behalf to show how a particular aspect of the Construction Work is to be fabricated and installed. The CM's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, Project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and any other information described in the Agreement.

**Substantial Completion** means that point at which the Construction Work is at a level of completion in substantial compliance with the Agreement such that the City can use, occupy and/or operate the facility in all respects to its intended purpose. Substantial Compliance shall not be deemed to have occurred until any and all governmental entities, which regulate or have jurisdiction over the Work, have inspected, and approved the Work. Beneficial use or occupancy shall not be the sole determining factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of occupancy has been issued.

**Value Engineering (VE)**: means the detailed analysis of systems, equipment, materials, services, facilities and supplies required by this Agreement for the purpose of achieving the desired and essential functions at the lowest cost consistent with required and necessary performance, reliability, quality and safety through the elimination or

modification of those features which add cost without contributing to the facility's required function or design value.

**Work** as used herein refers to all pre-construction, construction and other services required by the Contract Documents, including all labor, materials, equipment, supervision and services needed to complete the Project.

## **5. Time is of the Essence**

- 5.1 CM will promptly perform its duties under the Contract Documents and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. Time is of the essence of this Agreement. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.
- 5.2 All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, were included because of their importance to the City.
- 5.3 CM acknowledges and recognizes that (i) the City is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Construction Phase Time for Completion, and (ii) the City will schedule the opening of the Project site based upon the CM's achieving Final Completion of the Work at the time stipulated for final completion in the Contract Documents.
- 5.4 Except and only to the extent provided otherwise by signing this Agreement, the Construction Manager agrees:
- 1) to the assessment of liquidated damages under the Construction Phase Services as provided in Section 3, Article 3.
- 5.5 In agreeing to bear the risk of delays for completion of the Work except for extensions approved in accordance with Article 42, Excusable Delays, the CM understands that, except and only to the extent provided otherwise in the Agreement, the occurrence of events of delay within the CM's control, the Work shall not excuse the CM from its obligation to achieve full completion of the Work within the Construction Phase Time for Completion, and shall not entitle the CM to an adjustment of the GMP. All parties under the control or contract with the CM shall include but is not limited to Sub-contractors, materialmen and laborers.
- 5.6 The CM acknowledges that the City is purchasing the right to have the CM at the Project Site for the full duration of the Project during the time Work is being performed.

## **6. Contract Documents**

The Contract Documents shall consist of this Agreement, the Drawings and Specifications, approved written interpretations and clarifications, Field Directives, Construction Change Directives, any Change Orders issued thereto, and any modifications, including the GMP Amendment, duly issued after execution of the Agreement. Any modification to this Agreement shall only be effective if it is reduced to writing, and duly executed by both parties, except a Field Directive or Constructive Change Directive shall be effective after approval and execution by Director or designee. The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the CM.



## **7. Site Investigation and Representation**

- 7.1 The CM acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on owner provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Construction Work or the cost thereof under the Contract Documents.
- 7.2 The CM further acknowledges that it has satisfied itself based on owner provided geotechnical reports and inspection of the Project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the Contract Documents. Any failure by the CM to acquaint itself with all the provided information and information obtained by visiting the Project Site will not relieve CM from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual owner provided reports the CM shall notify the owner and the contract amount shall be adjusted up or down depending on the conditions.

## **8. Construction Manager's Duties**

CM accepts the relationship of trust and confidence established between CM and City by this Agreement. CM recognizes the necessity of a close working relationship with City and agrees to furnish the skill and judgment of its organization in the performance of this Agreement and to cooperate with the A/E in furthering the interests of City. CM shall provide CM's knowledge, ideas, experience and abilities relating to the planning of the construction of the Project; furnish efficient business administration and superintendence; and use its best efforts to arrange for an adequate supply of workmen and materials, equipment, tools and other services and things to complete the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests and objectives of City and the Contract Documents. CM agrees to advise and make recommendations to City as specified in the Agreement.

## **9. Construction Manager's Staff**

- 9.1 CM shall designate a CM Project Manager who possesses the necessary experience and expertise necessary for the management of this Project. The CM Project Manager shall be authorized to act on behalf of the CM to coordinate, inspect provide general direction of the Work in progress.
- 9.2 CM shall provide any and all additional staff necessary for the successful completion of this Project.
- 9.3 CM shall provide prior written notification to the City and the A/E of any changes in personnel assigned to this Project.

## **10. Architect of Record**

The City has retained Zyscovich, Inc. to serve as the Architect of record and to provide basic architectural services, including normal civil, structural, mechanical, and electrical engineering services, as described in the City's agreement with the A/E. The City shall authorize and cause the A/E to provide those additional services which must necessarily

be provided by the A/E for the Pre-Construction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the City, A/E, and CM. Upon request of the CM, the City will furnish to the CM a copy of the City's agreement with the A/E.

**11. Owner's Representative**

The City shall utilize a company under contract with the City to provide on-site construction examination and observation services. While his company will represent the City at the site, the company and its employees have no authority to authorize changes or deviations from the Contract Documents.

**12. Primary Contact**

CM shall coordinate all correspondence, submittals, applications for payment, requests for information, change orders, claims and any other requests or documents through the A/E's Project Manager.

**13. Partnering**

CM, prior to commencement of the Construction Phase Services, shall prepare and submit for the Director's review and acceptance a proposed Partnering Program for the Project. The Partnering Program shall contain, at a minimum, procedures for the enhancement of communication and cooperation between the City, CM, A/E, separate contractors, inspectors and other consultants and subcontractors on the Project, as well as procedures for the speedy and efficient resolution of problems and disagreements during construction. Upon acceptance by the Director, the Partnering Program shall be implemented and coordinated by CM throughout the remainder of the Project

**14. Policies, Procedures and Reporting**

CM shall be responsible for compliance with the policies and procedures manual and reporting requirements contained in Attachment A.

**15. Ownership and Use of Documents**

The Drawings, Specifications and other documents prepared by the A/E, and copies thereof furnished to the CM, are for use solely with respect to this Agreement. They are not to be used by the CM, sub-Consultants, Sub-Contractors, or material suppliers on other projects, without the specific written consent of the City. The CM, Sub-Contractors, Sub-Consultants, and material suppliers are granted only a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the A/E appropriate to and for use in the execution of their Work under this Agreement.

**16. Plans and Working Drawings**

16.1 City, through A/E, shall have the right to modify the details of the Drawings and Specifications, to supplement the Drawings and Specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Contract Documents.

16.2 Where the CM believes that the modification or supplement is outside the scope of the Work, the Contractor shall, within 48 hours, notify the A/E and the City's Project Manager that the modification or supplement is outside the scope of the Work. At that time the modification or supplement may be rescinded or the CM may be required to submit a request for a Change Order proposal. Where the CM is notified of the City's position that the modification or supplement is within

the scope and the CM disagrees, the CM shall notify the A/E and the City's Project Manager that the CM reserves the right to make a claim for the time and monies based on the modification or supplement. At no time shall the CM refuse to comply with the modification or supplement.

**17. Supplementary Drawings**

17.1. When, in the opinion of A/E, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by A/E.

17.2. The supplementary drawings shall be binding upon CM with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order.

**18. Supplemental Instructions**

The City's Project Manager and/or A/E, as applicable, shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance.

**19. Continuing the Work**

CM shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City, including, without limitation, disputes or disagreements concerning a request for a Change Order, a request for a change in the Pre-Construction Fee, the, GMP, the Contract Time, or Construction Work Time for Completion. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements. All disputes shall be resolved in accordance with Article 46, Resolution of Contract Disputes and Article 47 Mediation-Waiver of Jury Trial.

**20. Discretion Of Director**

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

**21. Authority Of The City Project Manager**

21.1. The Director hereby authorizes the City's Project Manager and/or the A/E, without limitation, to determine or answer, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and/or as to the interpretation of the Work to be performed.

21.2. The CM shall be bound by all determinations or orders of the City's Project Manager and/or A/E and shall promptly respond to requests of the Project Manager and/or A/E, including the withdrawal or modification of any previous order, and regardless of whether the CM agrees with the Project Manager's and/or A/E's determination or requests. Where requests are made orally, the Project Manager and/or A/E will follow up in writing, within 24 hours.

21.3. The Project Manager and/or A/E shall have authority to act on behalf of the City to the extent provided by the Agreement, unless otherwise modified in writing by the City. All instructions to the CM shall be issued in writing. All instructions to the CM shall be issued through the Director, Project Manager or the A/E.

- 21.4. The Project Manager and A/E shall have access to the Project Site during normal work hours, unless access is required by the City due to health, safety or welfare of the City or the public. The CM shall provide safe facilities for such access so the Project Manager and A/E may perform their functions under the Agreement. The Project Manager and A/E will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents.
- 21.5. The Project Manager and A/E will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the CM's failure to carry out the Construction Work in accordance with the Agreement.
- 21.6. The Project Manager and A/E will have authority to reject Construction Work that does not conform to the Contract Documents requirements. Whenever, in his or her opinion, it is considered necessary or advisable to insure the proper implementation of the Contract Documents, the Project Manager and A/E will have authority to require special inspections or testing of the Construction Work, whether or not such Construction Work is fabricated, installed or completed. Neither the Project Manager's and A/E's authority to act under this Article, nor any decision made by him/her in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager and A/E to the CM, any Sub-Contractor, Sub-Consultant, supplier or any of their agents, employees, or any other person performing any of the Construction Work.
- 21.7. All interpretations and recommendations of the Project Manager and A/E shall be consistent with the intent of the Contract Documents.
- 21.8. The Project Manager and A/E will not be responsible for the acts or omissions of the CM, or anyone employed or contracted directly or indirectly by the CM including any Sub-Contractor, Sub-Consultant, or any of their agents or employees, or any other persons performing any of the Work.

## **22. Removal of Unsatisfactory Personnel**

The City may make written request to CM for the prompt removal and replacement of any personnel employed or retained by the CM, or any Sub-Consultants or Sub-Contractors, or any personnel of any such Sub-Consultants or Sub-Contractors engaged by the CM to provide and perform services or Work pursuant to the requirements of this Agreement. The CM shall respond to the City within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The CITY shall make the final determination as to the removal of unsatisfactory personnel from work assigned by CITY. Such decision shall not be construed as directing the Contractor to terminate any employee's employment with the Contractor.

## **23. Defective Work**

- 23.1. A/E shall have the authority to reject or disapprove Work which A/E finds to be defective. If required by A/E, CM shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CM shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.

- 23.2. Should CM fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by A/E, City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CM's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CM, or may be charged against the Performance Bond. In the event of failure of CM to make all necessary repairs promptly and fully, which is not cured in the Cure Period City may declare CM in default.
- 23.3. If, within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Construction Work is found to be defective or not in accordance with the Contract Documents, CM, after receipt of written notice from City, shall promptly correct such defective or nonconforming Construction Work within the time specified by City without cost to the City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CM might have under the Contract Documents including but not limited to any claim regarding latent defects.
- 22.4. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate City to final acceptance.

**24. Correction Of Work**

Where the City or A/E becomes aware of faults, defects or non-conformity in any of the Work provided under this Agreement or with the Work being performed by the CM, the City shall issue a Notice to Cure to the CM for correction. In no event shall the failure of the City to bring to the attention of the CM such faults act as a waiver or release the CM from responsibility or liability for such fault, defect or non-conforming Work.

**25. Warranty of Materials and Equipment**

CM warrants to City that all materials and equipment furnished under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by A/E, CM shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

**26. Material and Equipment Shipment, Handling, Storage and Protection**

**26.1 Preparation for Shipment**

26.1.1 When practical, equipment shall be factory assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with assembly plan and instructions. The separate parts and assemblies shall be factory match-marked or tagged in a manner to facilitate assembly. All assemblies are to be made by the CM at no additional cost to the City.

- 26.1.2 Generally, machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating, or other approved protective method.
  - 26.1.3 Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.
  - 26.1.4 The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.
- 26.2 Packaging and Delivery of Spare Parts and Special Tools
- 26.2.1 Any spare parts and/or specialty tools shall be properly mark to identify the associated equipment by name, equipment, and part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and storage. Shipping boxes are to be marked to indicate the contents. Delivery of spare parts and special tools shall be made prior to the time associated equipment is scheduled for the initial test run.
- 26.3 Shipment
- 26.3.1 All equipment and material shall be shipped with freight and shipping paid, FOB job site.
  - 26.3.2 The CM shall request a 7-day advance notice of shipment from manufacturers, and, upon receipt of such notice, provide the A/E with a copy of the current delivery information concerning equipment items and material items of critical importance to the project schedule.
- 26.4 Receiving
- 26.4.1 The CM shall unload and record the receipt of all equipment and materials at the jobsite.
  - 26.4.2 All costs for receiving, inspection, handling, storage, insurance, inventory control, and equipment maintenance for the CM -supplied materials and equipment shall be included in the prices bid and no extra compensation will be allowed.
- 26.5 Inspection
- Immediately upon receipt of equipment and materials at the jobsite, the CM shall inspect for completeness and any evidence of damage during shipment. City's supplied equipment and material shall be inspected and inventoried together with City's inspector. Should there appear to be any shortage or damage, the A/E shall be immediately notified; and the CM shall be fully responsible for informing the manufacturers and the transportation company of the extent of the shortage or damage. If the item or items require replacing or supplying missing parts, the CM shall take the necessary measures to expedite the replacement or supply the missing parts. The CM shall be responsible for shortages or damaged to all materials and equipment except for materials and equipment furnished by the City.

26.6 Handling

Equipment and materials received for installation on this Project shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.

26.7 Storage

The Contractor may be paid for materials or equipment purchased and stored at the Project Site. Payment shall be conditioned upon submission by the CM of proof of purchase and an executed Material Purchased/Stored On-Premises form to establish the City's title to such materials or equipment, or otherwise protect the City's interest..

Equipment and materials shall be stored prior to installation as recommended by the manufacturer. The City shall inspect, check, or audit, the materials stored on site prior to payment. It is expressly understood and agreed that these actions are solely for the purpose of payment for the materials or equipment. The City shall only pay for the cost of the materials and shall not pay any indirect cost, profit or other direct costs including the installation of the materials or equipment.

All materials shall be stored in accordance with the manufacturer's instructions. It is further understood that payment made on account of said materials not incorporated in the Work does not relieve the CM from the responsibility for proper insurance coverage and transportation to the site, or for replacing said materials that may be subsequently damaged, lost, or rejected for non-compliance with the Contract prior to or during installation, or prior to final acceptance by the City.

26.8 Insurance

The CM's insurance shall adequately cover the value of materials delivered but not yet incorporated into the work. The CM and the City shall be named as co-insured insofar as their respective interests may appear

26.9 Equipment Maintenance Prior to Acceptance by the City

CM shall provide the required or manufacturer's recommended maintenance during storage, during the installation, and until such time as the City accepts the equipment for full-time operation.

**27. Manufacturer's Instructions**

27.1. The CM shall:

27.1.1. Comply with manufacturer's requirements for the handling, delivery and storage of all materials. Where required by the Contract Documents, CM shall submit manufacturer's printed instructions for delivery, storage, assembly, and installation.

27.1.2. Comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Agreement.

27.1.3. Inspect each item of material or equipment immediately prior to installation and reject damaged and defective items.

- 27.1.4. Provide attachment and connection devices and methods for securing the Construction Work; secure Construction Work true to line plumb and level, and within recognized industry standards; allow for expansion and building movement; provide uniform joint width in exposed Construction Work; arrange joints in exposed Construction Work to obtain the best visual effect and refer questionable visual effect choices to the A/E for final decision when applicable to the Construction Work.
- 27.1.5. Recheck measurements and dimensions of the Construction Work, as an integral step in starting each portion of the Construction Work.
- 27.1.6. Install each unit or section of Construction Work during favorable weather conditions, which shall ensure the best possible results in coordination with the entire Project and isolate each unit of Construction Work from incompatible Construction Work as necessary to prevent potential interference among each section and/or deterioration of equipment.
- 27.1.7. Coordinate enclosure of the Construction Work, which requires inspections and tests so as to minimize the necessity of uncovering Construction Work for that purpose.
- 27.1.8. When required by the Contract Documents or the manufacturer, a qualified representative shall be present to observe field conditions, conditions of surface and installation, quality of workmanship, and applications. Manufacturer's representative shall provide the CM and the A/E a written report of field observations.

**28. Manufacturer's Warranty**

CM shall provide to City all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the City for all material and equipment covered by this Agreement. All material and equipment furnished shall be fully guaranteed by the CM against factory defects and workmanship. At no expense to the City, the CM shall correct any and all apparent and latent defects that are required by Florida law. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon substantial completion of the Project.

**29. Changes in the Work or Terms of Contract Documents**

- 29.1. Without invalidating the Agreement and without notice to any Surety, City reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be issued in writing in accordance with the requirements of this Agreement
- 29.2. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This Article shall not prohibit the issuance of Change Orders executed only by City as hereinafter provided.



29.3 CM shall increase or decrease the value of the Performance and Payment Bonds to reflect the value of the GMP as it may be revised.

**30. No Damages For Delay**

In the event of any delays to the Project that are caused by actions or events that are out of the control of the owner or entities hired or control by the owner, the CM's sole remedy shall be to seek an extension of time in accordance with the terms of the Agreement. The City shall not be liable for any delay damages or damages attributable to performing Work out of sequence, acceleration claims or other similar type claims, incurred by CM arising out of or in any way associated with the performance under this Agreement.

**31. OSHA Compliance**

The CM warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances.

**32. Safety Precautions**

32.1. CM shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CM and its Sub-contractors shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

32.1.1. All employees on the Project site and other persons who may be affected thereby;

32.1.2. All the Construction Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

32.1.3. Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

32.2. CM shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be CM's Superintendent unless otherwise designated in writing by CM to the City.

32.3. CM shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CM shall notify owners of adjacent property and utilities when prosecution of the Construction Work may affect them. All damage, injury or loss to any property, caused directly or indirectly, in whole or in part, by CM, any Sub-Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CM. CM's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and A/E has issued a notice to City and CM a notice of Final Acceptance.

32.4 CM must adhere to the applicable environmental protection guidelines for the duration of the Project. If hazardous waste materials are used, detected or generated at any time, the A/E and the City's Project Manager must be immediately notified of each and every occurrence. The CM shall comply with all

codes, ordinances, rules, orders and other legal requirements of public authorities (including, without limitation, OSHA, EPA, DERM, the City, Miami-Dade County, State of Florida, and Florida Building Code) which bear on the performance of the Work.

- 32.5. CM shall have the responsibility to ensure that all Construction Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to insure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all federal state and local regulations.
- 32.6 If an emergency condition should develop during the Project, the CM must immediately notify the A/E and the City's Project Manager of each and every occurrence. The CM should also recommend any appropriate course(s) of action to the A/E and the City's Project Manager.

**33. Accidents**

- 33.1 The CM shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project duration. The CM shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.
- 33.2 In addition, the CM must report immediately to the A/E and City's Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

**34. Priority Of Provisions**

- 34.1 If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, the specifications and plans prepared by the A/E, or provision of this Agreement the following order of precedence shall apply:
- 34.1.1 In the event of conflicts in the Contract Documents the priorities stated below shall govern;
- Revisions to the Contract Documents shall govern over the Contract Documents
  - No section of the Scope of Work, specifications or plans shall govern over the Contract Terms and Conditions
  - Scope of Work and Specifications shall govern over plans and drawings
- 34.1.2 In the event of conflicts with the plans the priorities stated below shall govern:

- Schedules, when identified as such shall govern over all other portions of the plans
- Specific notes shall govern over all other notes, and all other portions of the plans, unless specifically stated otherwise
- Larger scale drawings shall govern over smaller scale drawings
- Figured or numerical dimensions shall govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

34.2 In the event of omissions in the Contract Documents and are not complete as to any incidental detail of construction or construction system or with regard to the manner of combining or installing equipment, parts, or materials, such detail shall be deemed to be an implied requirement of the Contract Documents. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small. The quality and quantity of the equipment, material, or part so furnished shall conform to trade standards and be compatible with the type, composition, strengths, size and profile of the equipment, materials or parts otherwise specified in the Contract Documents.

**35. Payments**

Payment of an approved Application for Payment approved by the A/E shall be made within thirty (30) days after receipt of CM's Application for Payment by the City, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed.

**36. Notices**

Whenever either party desires to give Written Notice unto the other, such must be addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by Written Notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial ~~attempted~~ delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For City of Miami:

Mary H. Conway, P.E.

Director of Capital Improvements & Transportation

City of Miami

444 S.W. 2<sup>nd</sup> Ave., - 8<sup>th</sup> Fl

Miami, Florida 33130

AND

Procurement Supervisor

City of Miami

Department of Capital Improvements (CIP)  
444 S.W. 2<sup>nd</sup> Ave., - 8<sup>th</sup> Fl  
Miami, Florida 33130

With a copy to:

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

FOR CM:

Mike Geary  
Executive Vice President  
Pirtle Construction Company  
4740 Davie Road  
Davie, Florida 33314

### **37. Indemnification**

- 37.1 CM shall indemnify and hold harmless City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CM and persons employed or utilized by CM in the performance of this Agreement. CM's obligations hereunder shall apply even if part of the damage or injury is caused by the City. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against City by reason of any such claim or demand, CM shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City.
- 37.2 The indemnification provided above shall obligate CM to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description covered by Section 37.1 above which may be brought against City whether performed by CM, or persons employed or utilized by CM.
- 37.3 This indemnity will survive the cancellation or expiration of this Agreement. This indemnity will be interpreted under and construed to conform to the laws of the State of Florida, including without limitation and interpretation §725.06 and/or §725.08, Fla. Statute.
- 37.4 CM shall require all Sub-Consultant and Sub-Contractor agreements to include a provision that they will indemnify the City.

### **38. Insurance**

- 38.1 The CM shall not start Work under each Phase of this Agreement until the CM has obtained the insurance required for the applicable Phase hereunder and the City's Risk Administrator has approved such insurance.

38.1.1 Companies Providing Coverage

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

38.1.2 Verification Of Insurance Coverage

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

- 38.2 CM shall furnish copies of insurance policies pertaining to this Agreement to the City's Risk Administrator within ten (10) days of written request.

38.3 Forms Of Coverage Pre-Construction Phase Services

38.3.1. Comprehensive General Liability and Automobile Liability

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

38.3.2 Worker's Compensation Insurance

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

38.3.3 Business Automobile Liability

Coverage shall have minimum limits of \$1,000,000 combined single limit for bodily injury and property damage for any auto including hired, borrowed or non-owned auto for any one accident. The City of Miami shall be named as an additional insured.

CM shall ensure that all Sub-Consultants comply with these same insurance requirements.

### 38.3 Forms Of Coverage for Construction Phase Services

Should CM be authorized to construct the Project, without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

38.3.1. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include:

38.3.1.1. Employers' Liability with a limit of **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by an accident, each accident. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, each employee. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, policy limit.

38.3.1.2 Waiver of subrogation

38.3.2. Comprehensive General Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability; General Aggregate Limit of **Two Million Dollars (\$2,000,000.00)**. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

38.4.2.1. Premises and/or Operations.

38.4.2.2. Independent Contractor

38.4.2.3. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000.00)** per project. Contractor shall maintain in force until at least three years after completion of all work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

38.3.2.4. Explosion, Collapse and Underground Coverages.

38.3.2.5. Incidental Medical Malpractice.

38.3.2.6. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

38.3.2.7. City is to be expressly included as an Additional Insured with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with general supervision of such operation.

38.3.2.8. Employee included as insured.

38.3.2.9. Contractual Liability.

- 38.3.2.10. Waiver of Subrogation.
  - 38.3.2.11. Personal and Advertising Injury.
  - 38.3.2.12. Loading and Unloading.
  - 38.3.2.14. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.
  - 38.3.2.15 City of Miami as Additional Insured
- 38.3.3. Business Automobile Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- 36.3.3.1. Owned Vehicles.
  - 36.3.3.2. Hired, Borrowed, and Non-Owned Vehicles.
  - 36.3.3.3. Employers' Non-Ownership.
  - 36.3.3.4 Employees included as insured
  - 36.3.3.5 City of Miami as Additional Insured
- 38.3.4. Umbrella Policy
- 37.3.4.1. Bodily injury and property damage liability with limits of **Three Million Dollars (\$3,000,000)** each occurrence and an aggregate limit of **Three Million Dollars (\$3,000,000)**.
- Excess coverage over the policies as follows:
- Commercial General Liability
  - Business Automobile Liability
- 38.3.5. Installation Floater for the installation of machinery and/or equipment into an existing structure is required. The coverage shall be "All Risk" coverage including installation and transit for 100 percent of the "installed replacement cost value," covering City as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.
- 38.3.5.1. Cessation of Insurance--Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by City.
  - 38.3.5.2. Flood Insurance--When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Program.

38.3.6. Owners Contractors Protective – City of Miami – Limits of Liability for Bodily Injury & Property Damage Liability shall be in the amounts of \$1,000,000.00 for each occurrence and \$1,000,000.00 in the aggregate

38.3.7 Employer's Liability – Limits of Liability

\$1,000,000 for bodily injury caused by accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,00,000 for bodily injury caused by disease, policy limit

38.3.8 Builders' Risk

Causes of Loss: All Risk-Specific Coverage Project Location

Valuation: Replacement Cost

Deductible: \$2,500 All other Perils

5% maximum on Wind

City named as additional insured.

A. Limit- at Site \$ 10,000,000 Adjusted to reflect GMP amount

B. Coverage Extensions:

1. Materials, supplies and similar property owned by others for which you are responsible.
2. Full coverage up to policy limits for equipment breakdown.
3. Temporary storage/transit coverage.
4. Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
5. Fences, scaffolding, construction forms coverage and signs
6. Valuable papers coverage for blueprints, site plans and similar documents.
7. Trees, shrubs, sod, plants while at premises.
8. Flood, including inundation, rain, seepage and water damage.
9. Business Interruption
10. Subsidence
11. New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
12. Escalation clause in the event of a total loss up to 5% of policy limit.
13. Temporary structures, cribbing and false work built or erected at construction site.
14. Unintentional errors and omissions in reporting clause



15. Full coverage up to policy limits for testing including physical loss caused by pneumatic and hydrostatic testing.

16. Debris Removal.”

38.4. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

38.5. Notice of Cancellation and/or Modification--The policy (ies) must be endorsed to provide City with at least thirty (30) days notice of cancellation and/or modification.

38.6. Submittal of Certificates--Contractor shall furnish to the Capital Improvements Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification by the City. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

38.7. The official title of the Owner is the City of Miami, Florida. This official title shall be used in all insurance documentation.

**39. Modifications To Coverage**

The City through its Risk Administrator or authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations and shall provide a thirty (30) day written notice to the CM. In that event CM shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from City accompanied by justification. All additional cost will be born by the City.

**40. City's Right To Terminate**

40.1 The City has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days Written Notice. Such Written Notice shall state the date upon which CM shall cease all Work under this Agreement and vacate the Project site. Upon termination of this Agreement, all charts, sketches, studies, drawings, reports and other documents, including electronic documents, related to Work authorized under this Agreement, whether finished or not, must be turned over to the City. The CM shall be paid in accordance with provisions of this Agreement, provided that said documentation is turned over to City within twenty (20) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by CM until all documentation is delivered to the City.

**41. Termination for Default**

41.1 If CM fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CM shall be in default. Upon the occurrence of a default which is not cured within the Cure Period, in addition to all remedies available to it by law, the City may immediately, upon written notice to CM, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to CM while CM was in default shall be immediately returned to the City. The City may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning

compliance are resolved. CM understands and agrees that termination of this Agreement under this Article shall not release CM from any obligation accruing prior to the effective date of termination.

- 41.2 In the event of termination due to default, in addition to the foregoing CM shall be liable for all costs and expenses incurred by the City in the re-procurement of the Work under this Agreement. In the event of Default, the City may also issue a Notice to Cure and suspend or withhold payments to CM until such time as the actions giving rise to default have been cured.
- 41.3 A finding of default and subsequent termination for cause may include, without limitation, any of the following:
  - 41.3.1 CM fails to obtain the insurance or bonding herein required.
  - 41.3.2 CM fails to comply with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement beyond the specified period allowed to cure such default.
  - 41.3.3 CM fails to commence the Work within the timeframes provided or contemplated herein, or fails to complete the Work in a timely manner as required by this Agreement.
- 41.4 The City shall provide Written Notice to Cure to CM as to a finding of default, and CM shall take all necessary action to Cure said default within such time as stipulated in the Written Notice. Such time to Cure shall be at the sole discretion of the City. The City may extend the Cure Period at its sole discretion or terminate the Agreement upon failure of the CM to cure such default in the specified timeframe.

#### **42. Termination by CM**

- 42.1 The CM may terminate this Agreement if the Work is stopped for any of the reasons listed below for a period of 60 days through no act or fault of the CM, his agents, employees, or other persons performing any portion of the Work for the CM.
  - 42.1.1 Issuance of an Order of the Court or other Public Authority having jurisdiction;
  - 42.1.2 An act of government which results in a cession of Work on this Agreement;
  - 42.1.3 Failure of the City to pay the CM any properly presented and authorized payment within 30 days after approval and subsequent to an additional 30 days after notification from the CM in writing of such failure.
- 42.2 If any one of the above reasons exists, the CM may, upon seven additional days written notice to the City, stop work or terminate the Agreement and recover from the City any costs for work performed in accordance with the Agreement for which payment has not been made. The City shall not be liable for any consequential damages of lost profits.

#### **43. Termination Due To Undisclosed Lobbyist Or Agent**

- 43.1 CM warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

- 43.2 For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability.

**44. Materiality And Waiver Of Breach**

- 44.1 City and CM agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Agreement.
- 44.2 City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**45. Force Majeure**

- 45.1 Should any failure to perform on the part of CM be due to a condition of force majeure as that term is interpreted under Florida law, then the City may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.
- 45.2 If the CM is delayed in performing any obligation under this Agreement due to a force majeure condition, the CM shall request a time extension from the City within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the CM for extra compensation unless additional services are required. **Do Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Sub-Consultants/Sub-Contractors.

**46. Resolution Of Contract Disputes**

CM understands and agrees that all disputes between it and the City based upon an alleged violation of the terms of this Agreement by the City shall be initially submitted to the Director for resolution. Upon receipt of the submittal from the CM, the Director shall render a decision within fourteen (14) calendar days. Where a mutually satisfactory resolution cannot be reached the CM may submit the dispute to the City Manager or his/her designee for resolution. Where a mutual resolution cannot be reached between the CM and the City Manager or designee, the CM, prior to being entitled to seek judicial relief shall comply with Article 46 of this Agreement, in connection therewith. Should the amount of compensation hereunder exceed \$500,000, the City Manager's decision shall be approved or disapproved by the City Commission. CM shall not be entitled to seek judicial relief unless:

- (i) it has first received City Manager's written decision, approved by the City Commission if applicable, or
- (ii) a period of sixty (30) days has expired after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (75) days has expired where City Manager's decision is subject to City Commission approval; and
- (iii) mediation of the dispute, as stipulated in Article 47, has not resulted in a mutual resolution; or

(iv) City has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the City Manager.

**47. Mediation - Waiver Of Jury Trial**

47.1 In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and/or construction of the Project, and/or following the completion of the Project, the parties to this Agreement agree all unresolved disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will share the costs of a certified Mediator on a 50/50 basis. The CM agrees to include such similar contract provisions with all Sub-Consultants and Sub-Contractors retained for the Work, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

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

**48. Applicable Law And Venue Of Litigation**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CM's duties to indemnify the City under this Agreement where CM shall pay the City's reasonable attorney's fees.

**49. Permits, Licenses and Impact Fees**

49.1. Except as otherwise provided within the Agreement, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Agreement shall be secured and paid for by CM. It is CM's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

49.2. Impact fees levied by the City shall be waived by the City. CM shall be reimbursed through its GMP only for the actual amount of the impact fee levied by the other governmental entities as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CM in no event shall include profit or overhead of CM.

**50. Compliance With Laws**

CM shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement.

**51. Public Entity Crimes**

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the

convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or subconsultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by CM shall result in cancellation of the City purchase and may result in CM's debarment.

**52. Audit Rights**

- 52.1 CM's records which shall include but not be limited to accounting records, payroll time sheets, cancelled payroll checks, W-2's, 1099's, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CM or any of his payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.
- 52.2 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with such statute. Otherwise, for the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the Work, and until 5 years after the date of final payment by the City to CM pursuant to this Agreement.
- 52.3 The City's agent or its authorized representative shall have access to the CM's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this provision. The City or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 52.5 If an audit inspection or examination in accordance with this Article discloses overcharges in excess of 1% except negotiated fees by the CM to the City, the actual cost of the City's audit shall be paid by the CM. If the audit discloses contract billing or charges to which CM is not contractually entitled, CM shall pay over to the City said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

**53. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act**

- 53.1 CM warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CM's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. CM further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
- 53.2 CM shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

**54. Independent Contractor**

CM is an independent contractor under this Agreement. Services provided by CM pursuant to this Agreement shall be subject to the supervision of CM. In providing such services, neither CM nor its agents shall act as officers, employees, or agents of the City. CM further understands that Florida Workers' Compensation benefits available to employees of the City are not available to CM, and agrees to provide workers' compensation insurance for any employee, or entity working for the CM rendering services to the City under this Agreement. This Agreement shall not constitute or make the parties a partnership or joint venture.

**55. Successors And Assigns**

- 55.1 The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the CM without the written consent of the City. It is understood that a sale of the majority of the stock or partnership shares of the CM, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City approval.
- 55.2 The CM's services are unique in nature and any transference without City Commission approval shall be cause for the City to nullify this Agreement. Any assignment without the City's consent shall be null and void. The CM shall have no recourse from such cancellation. The City may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/ assumption agreement in a form satisfactory to the City Attorney as a condition precedent to considering approval of an assignment.
- 55.3 The CM and the City each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

**56. Third Party Beneficiaries**

Neither CM nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of

them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**57. Contingency Clause**

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

**58. Performance Evaluation**

CM acknowledges that upon completion of the of the Work under this Agreement and/or at any other time deemed appropriate by the City a performance evaluation report will be completed by the City. A copy of each performance evaluation shall also be forwarded to the CM. The performance evaluations will be kept in City files for evaluation on future solicitations.

**59. Joint Preparation- Interpretation**

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

**60. Confidentiality**

Unless authorized by the Director, CM shall keep confidential all information concerning and relating to this Project, including without limitation, any information and documentation provided by employee or officers of the City to the CM any design costs, drawings, specifications or any other materials prepared by the CM or Sub-Consultant's in connection with the Work provided under this Agreement. CM shall not disclose any confidential information to any persons or other entities not listed above without the prior written consent of the City. Such consent may be granted or withheld at the sole discretion of the City. The foregoing shall not prohibit such disclosures as may be necessary in the performance of the Work under this Agreement or as required by law.

**61. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and CM.

**62. Severability**

In the event the any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall

continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate this Agreement in its entirety. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**63. Entire Agreement**

This Agreement, as it may be amended from time to time, represents the entire and integrated agreement between the City and the CM and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

**64. Subcontract Measures & Community Workforce Measures**

A portion of this Project will be funded through Miami-Dade County's (County) General Obligation Bond program. CM shall be responsible for compliance with the County's requirements for compliance with any established Community Small Business Enterprise (CSBE) and Community Workforce Program (CWP) requirements.



## **Section 2 - Pre-Construction Phase**

### **1. Contract Time**

- 1.1 Time is of the essence in the performance of the Work under this Agreement. The "Pre-Construction Commencement Date" shall commence with the execution of this Agreement. CM shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement Date. Any Work performed by CM prior to the Pre-Construction Phase Commencement Date shall be at the sole risk of CM and not compensable from the City.
- 1.2 Because the Work is to be completed in two phases, the timely completion of the first Phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, CM agrees to provide the Pre-Construction Phase Services in accordance with the design schedule established pursuant to the terms of the City's agreement with the A/E, which requires that the CM complete all Pre-Construction Work and submit the GMP Proposal no later than thirty (30) working days after the A/E has obtained dry-run permit approval.

### **2. Fixed Construction Budget**

- 2.1 CM shall cooperate with the A/E towards meeting the City's objective of having GMP be no greater than the Fixed Construction Budget. The CM shall cooperate with the A/E in the preparation of cost evaluations, including cost/benefit analysis, for alternative approaches to bring costs in line with the Fixed Construction Budget.
- 2.2 The CM shall recommend changes and corrections in the Drawings, Specifications and other Design Documents provided by the A/E, when such Drawings, Specifications and other Design Documents are determined by the City or the CM not to be in conformance with the Fixed Construction Budget set forth by the City for the Project. For purposes of this Agreement the Drawings, Specifications and other Design Documents shall include the complete design documents that are required by the City to establish a guaranteed maximum price for the completion of the construction of the Project. The Fixed Construction Budget for this Project is \$10,000,000.00

### **3. Pre-Construction Phase Services**

- 3.1 Design Review and Warranties
  - 3.1.1 CM shall work with the A/E in reviewing and developing the design and construction documents, taking into account the quality of the materials and equipment, to ensure the most efficient design and minimum lifecycle cost. CM shall provide information, estimates, schemes, and make recommendations regarding construction materials, equipment, methods, systems, phasing, and costs, and shall participate in design decisions to provide the highest quality building within the budget and schedule. CM shall call to City's and A/E's attention any defects and lack of coordination in the design, drawings and specifications or other documents of which it is aware.
  - 3.1.2 At the time the GMP is mutually established, except only as to specific matters as may be identified in the GMP Amendment, the CM shall be

deemed to have warranted to City, without assuming any architectural or engineering responsibility, that the construction documents are consistent with each other, practical, feasible and constructible. Further, the CM shall be deemed to have warranted to the City that the Work described in the construction documents is constructible within the time stipulated in the GMP Amendment.

### 3.2 Value Engineering & Constructability

- 3.2.1 The CM shall coordinate and cooperate with the A/E in the Value Engineering and Constructability reviews during each phase of the Work.
- 3.2.2 The CM will review, to the best of its abilities, all Design Documents and Specifications for Constructability and compliance with applicable laws, rules, codes, design standards, and ordinances. The results of such reviews shall be provided to the City and A/E in the form of a written report in format as noted herein upon the Construction Documents Phases.
- 3.2.3 The CM shall review all Design Documents and Specifications to provide Value Engineering recommendations to minimize the City's capital outlay, maximize the City's operational resources and maximize the potential of the facility. The results of such reviews shall be provided to the City and A/E in the form of a Memorandum of Changes for each Phase, in a format acceptable to the City within fourteen (14) 30 calendar days receipt of documents from the A/E. If the City and the A/E agree with such Memorandum of Changes, the CM shall be so notified and the A/E shall incorporate the changes described in the Memorandum of Changes into the Design Documents. A/E retains sole responsibility and liability to any and all changes made as a result of the Value Engineering & Constructability reviews.
- 3.2.4 The CM shall review with the A/E and the City alternative approaches to design and construction of the Project, site use and improvements; selections of materials, building systems and equipment; potential construction methods; and, if requested, shall make a recommendation among such alternatives. Where alternative approaches are presented, a comparison costs shall be provided as well as the benefits in the completion of the Work or other aspect of the Project.
- 3.2.5 CM shall provide information as to the availability of materials and what equipment and systems have long lead times, together with the anticipated lead times.
- 3.2.6 The A/E shall keep the CM and the City informed of any proposed changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed. Proposed changes must be reviewed by the CM and the City and approved in writing by City prior to incorporation into the design or construction documents. The A/E shall coordinate with the CM and the City by participating and taking a leadership role in reviewing and commenting on Constructability and Value Engineering studies performed by CM, and attending meetings where the content of design and construction contract

documents will be coordinated and reconciled, scheduled during any phase of the Work. In the event the A/E and the City accept CM's recommendations from Value Engineering and Constructability studies, the A/E shall implement same, including providing revised drawings and specifications or other documents.

### 3.3 Preliminary Construction Estimates

#### 3.3.1 The CM shall provide the following to the City and the A/E:

3.3.1.1 An itemized Construction Estimate with supporting data along with the Memorandum of Changes, for each subsequent design phase within thirty (30) calendar days of the Construction Manager's receipt of the 50% construction documents, and the 100% complete construction documents from the A/E.

3.3.1.2 Each cost estimate should establish internal estimating allowances, consistent with good professional practice, appropriate to the phase of development. Larger allowances may be assumed at early phases but shall gradually diminishing to zero at completion of final cost estimate.

3.3.1.3 The CM hereby expressly acknowledges that by preparing the Memorandum of Changes, the CM represents to the best of its knowledge to the City that 100% complete construction documents (as modified by the Memorandums of Changes) and other Contract Documents related to the Project are consistent, feasible and sufficient to construct the entire scope of the Work within the Fixed Construction Budget and with the Project Schedule.

3.3.1.4 If any Construction Estimate submitted by the CM exceeds any previously approved Construction Estimate or the City's Fixed Construction Budget, the CM shall make appropriate recommendations to the City, including without limitation, recommendations to modify the design, to reduce the scope of Work and to reduce construction costs. In addition, the CM shall promptly advise the City of any adjustments to any Construction Estimate which would cause the Project cost to exceed the Construction Estimate or the City's Fixed Construction Budget, and shall promptly make recommendations for corrective action.

## 4. **Pre-Construction Phase Additional Services**

Should the CM be requested or required by the City to provide services which the CM believes are outside of and/ or in addition to the scope of this Agreement, the CM shall, within five days of being requested to perform such services, notify the City in writing of the CM's opinion that they are extra services to this Agreement, the reason the CM believes they are outside the scope of this Agreement, and the proposed costs, and time impact, if any, for the performance of same. The City will respond in writing to such requests by denying, granting, or granting with modifications. The City may direct the CM to proceed with such services pending a final determination as to compensation. In such case, the CM's right to consideration shall not be waived by proceeding as directed.

## **5. Compensation for Preconstruction Phase Services**

- 5.1 The Pre-Construction Fee is the total compensation payable to the CM for the performance of Pre-Construction Phase Services, except for Additional Pre-Construction Services approved in advance and in writing by the City.
- 5.2 For the Pre-Construction Phase Services the CM's compensation shall be calculated as a not to exceed fee of \$60,000.00. Said amount includes a base fee of \$48,100.00 to be paid on a monthly basis commencing on the first month after the date established for commencement of the Pre-Construction Phase Services and an allowance for Additional Services, in the amount of \$19,900.00. In no event shall the amount of compensation exceed said total compensation amount unless explicitly approved by action of the City Manager or the City Commission, as may be applicable pursuant to Section 18-87 of the City Code, and put into effect by written amendment to this Agreement.
- 5.3 Except as specifically allowed in this Article, the CM shall not be entitled to any increase in the Pre-Construction Fee for any costs, expenses, liabilities or other obligations arising from the performance of Pre-Construction Phase Services.
- 5.4 The Pre-Construction Fee includes specifically, without limitation, the following: profit and profit sharing; general overhead; salaries and labor; estimating, scheduling and information management systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards.
- 5.5 If the scope of the Pre-Construction Phase Services is changed materially, the Pre-Construction Fee may be equitably adjusted. There shall be no adjustments in the Pre-Construction Fee following the City's acceptance of the GMP proposal.
- 5.6 For Additional Pre-Construction Services that are approved in advance and in writing by the City, CM shall be entitled to additional compensation computed based on any one of the following, at the City's sole discretion:
  - A pre-established lump sum amount; or
  - The hourly cost of \$80.00 for CM's employee's, which includes overhead and profit, plus the actual cost of allowable expenses incurred in the performance of the Additional Services; or
  - As otherwise agreed to by the parties in advance of performing the Additional Pre-Construction Services.

## **6. Pre-Construction Phase Performance and Delegation**

CM's performance under this Agreement shall not be delegated or assigned by the CM without the written consent of the City, and such consent will not be given to any proposed delegation which would relieve the CM for their responsibilities under this Agreement. The Pre-Construction Work to be performed hereunder shall be performed by the CM's own staff and the accepted Sub-Consultants unless otherwise approved by the City. The employment of, contract with, or use of services of any other person or firm by the CM as Sub-Consultants or otherwise, is subject to authorization by the Director.

**7. Pre-Construction Fee Application for Payment Submittal**

The CM shall submit monthly an application for payment to the A/E for the proportional amount of the Pre-Construction Fee which shall be determined by dividing the Pre-Construction Fee by the number of months from the effective date of this Agreement until the scheduled submittal of the GMP Proposal by the CM. Delays to the schedule shall result in re-calculation of the monthly application amount by dividing the amount of Pre-Construction Fee remaining by the number of months currently remaining until the submittal of the GMP Proposal.

**8. Pre-Construction Phase Meetings**

8.1 The A/E shall schedule meetings with the CM until submission and dry run approval of the 100% construction documents. The frequency of the meetings will be determined by the A/E. At each of these meetings, the A/E and CM shall review the Project's budget, schedule, and scope along with the A/E's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the Project. A/E shall prepare and distribute all meeting minutes to participants present at the meetings. The City reserves the right to revise the frequency of meetings established by the A/E.

8.2 The CM shall meet with the City and others at such times and with such frequency, as the City may require. The process of meeting, reviewing design documents, drawings, specifications, and submitting, revising and resubmitting construction estimates is included in the Work under this Agreement.

**9. Guaranteed Maximum Price**

9.1 CM shall provide the City and the A/E with a GMP Proposal within thirty (30) days after the Construction Documents have received dry-run approval. The GMP shall be the sum of the proposed subcontracts and the CM's Construction Manager's Fee. Further, the GMP Proposal shall be broken down into the categories and level of detail required by the A/E. At the time CM submits its GMP Proposal to the A/E and the City, CM shall also submit for review, a Schedule of Values based upon the GMP Proposal; in a format acceptable to the A/E, listing the major elements of the Construction Work and the dollar value for each element. This Schedule of Values, as further revised to reflect the final negotiated GMP amount, and as approved by City, will be used as the basis for CM's monthly Applications for Payment under the GMP. This revised Schedule of Values shall be updated for the current month, including all Change Orders, and Construction Change Directives and submitted each month to the A/E along with a completed Application for Payment. For each line item in the GMP, CM shall develop and maintain a written report which identifies and explains all variances and deviations from the construction estimates originally submitted for that line item, to the final line item price incorporated into the GMP.

9.2. The GMP shall be broken down into two stages as stated below. Upon acceptance of the GMP a GMP amendment will be issued only for Stage 1 of the Construction Work. Once the funding becomes available for Stage 2 work, City Commission approval will be obtained to execute the Stage 2 portion of the GMP. The two stages are:

9.2.1 Stage 1

- Surveying & Layout
- Jobsite Security
- Site Demolition
- Earthwork
- Paving
- Underground Utilities
- Soil Treatment
- Structural Pre-Cast concrete (joist & beams)
- Masonry
- Structural and Misc. Steel
- Roof System
- Waterproofing & Caulking
- Hollow Metal Doors, Frames, & Hardware
- Mechanical HVAC System
- Plumbing
- Fire Protection
- Electrical System

#### 9.2.2 Stage 2

- All Construction Work remaining in the Scope of Work of the Project

9.3 CM agrees that all of its books, records and files, with respect to its development of the GMP Proposal, shall be open to City and the A/E for review and copying. The final GMP shall be mutually agreed upon by City and the CM and shall be set forth in an amendment to this Agreement. CM shall provide a detailed breakdown acceptable to City of its GMP. By submitting its GMP Proposal, CM shall be deemed to guarantee that in no event shall the Construction Manager's Fee, the total cost of the subcontracts, purchase orders, work performed directly by the CM and the contingency exceed the GMP. In the event CM and City fail to reach an agreement on the GMP, the City may elect not to proceed with the Construction Phase. In such event, CM shall only be entitled to receive only that portion of the compensation attributable to the Pre-Construction Phase Services earned through the date of termination.

9.4 CM shall include a line item contingency amount in the Schedule of Values for the Project, which contingency amount, if accepted by the City, shall be included within the GMP and to the GMP Agreement for the Project, and, subject to the prior agreement of the City. The Contingency shall be used as the source of funds for unforeseen costs that are reasonably and necessarily incurred and paid by the CM, which costs shall be at rates not higher than the standard paid in Miami-Dade County, as follows: (a) first, in connection with the proper performance of Work required hereunder which Work was unforeseeable by the CM, the A/E, and the City at the time of execution of the GMP Agreement, (b) second, to the extent that any portion of the Contingency remains unallocated on the date of Final Completion and after the issuance of final payment for the Project, such remaining portion of the Contingency shall accrue to the City. The Contingency amount shall be set forth in the GMP Agreement for the Project, and

within the Schedule of Values attached thereto. Use of the Contingency shall be at the sole discretion of the City.

- 9.5 The Agreement amount for the Construction Phase is guaranteed by the CM not to exceed the GMP. If cost of the Construction Phase exceeds the GMP, as may be adjusted by Change Orders, the CM shall pay the overrun without reimbursement from the City. If the actual cost of the Construction Phase is less than the GMP, as may be adjusted by Change Orders, the savings shall accrue to the City. CM agrees to use all reasonable efforts to maximize cost savings during the Construction Phase.
- 9.6 City's Project Manager must approve any and all expense of CM to be billed to and paid from the Contingency, and such approval shall be requested and approved in advance of incurring such expense, where practicable.
- 9.7 CM shall submit to the City a list of names, addresses, licensing information and phone numbers of the Sub-Contractors CM intends to use for each portion of the Construction Work, as well as identifying in writing those portions of the Construction Work it intends to perform with its own employees.

#### **10. Market Analysis and Stimulation of Bidder Interest**

- 10.1 The CM shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; and shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
- 10.1 Within 60 days of commencement of Pre-Construction Phase Services the CM shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders (including M/WBE and small business participation). As various bid packages are prepared for bidding, the CM shall submit to the City and the A/E a list of potential bidders. The CM shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.
- 10.1 The CM shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the work and of familiarizing those bidders with the requirements of this Project.

#### **11. Bid and Award of Subcontracts**

- 11.1 CM shall review the design and shall determine how it desires to divide the sequence of construction activities. CM will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule CM shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and

materials, community relations and any other factors pertinent to saving time and costs.

- 11.2 At least thirty (30) days prior to the issuance of bids for the subcontracting any portions of the Construction Work the CM shall submit a bid and award plan to the City and the A/E for review and comment. Upon acceptance of the plan by the City and the A/E, the CM shall solicit and award all subcontracts in accordance with said plan. Said plan shall include details on how the CM shall encourage the participation of M/WBE firms as well as small and local businesses. The CM shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the City's acceptance of the CM's bid and award plan, except where the sole cause of the matter is a City directed decision.
- 11.3 Subcontracts are to be awarded to the lowest responsive and responsible bidder. CM may award a subcontract to someone other than the lowest responsive and responsible bidder provided CM has first received the City's written consent to such award. The City's consent to any such award will be at the City's sole discretion. Whenever the CM wishes to award a subcontract to someone who is not the lowest responsive and responsible bidder, CM must notify the City in writing, setting out in detail the reasons and justifications for the suggested award. The City shall have no responsibility for Sub-Contractor or multi-tier subcontractor's performance, which shall be the sole responsibility of the CM.
- 11.4 As part of its bid preparation, CM shall review the specifications and drawings prepared by the A/E. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by CM shall be brought to the attention of the City and A/E in written form.

## **12. Responsibility**

The CM, as a result of the required reviews of the Design Documents and Specifications shall be fully responsible for the coordination of the drawings and the coordination of those drawings with the written specifications. This includes but is not limited to the CM's review of the Construction Documents in coordination with the various Drawings and Specifications themselves, and with the site to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CM shall take reasonable steps for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project.

## **13. Project Schedule**

- 13.1 Develop a schedule ("Schedule") for review and acceptance by the A/E and the City, that coordinates and integrates activities on the Project, including the CM's services, the A/E services, the work of others, and the City's activities with the anticipated design and construction schedules. The Schedule must identify all major milestones through Project Final Completion.
- 13.2 The CM shall update the Schedule throughout the Pre-Construction Phases and submit to the A/E and the City an updated projected schedule with the submission of each Construction Estimate and



Memorandum of Changes. Each update will be against the initial baseline projection.

- 13.3 CM will provide a critical path method (CPM Schedule) construction schedule within fifteen (15) days of the acceptance by the City of the GMP Proposal. Upon acceptance of the GMP the CPM Schedule will be accepted as the baseline construction schedule. CPM Schedules shall be prepared using Primavera software and all CPM Schedules will be provided electronically to the City unless CM is otherwise directed in writing by the A/E or City's Project Manager.
- 13.4 CM shall update the schedule on an ongoing basis to reflect any additions or deletions to the Work as well as the impact of any delays. CM shall at a minimum submit an updated schedule against the baseline on a monthly basis and at time of submission of a payment application. Failure to submit the required schedules will result in rejection of the payment application.

**14. Permits and Fees**

The CM will be responsible for coordinating with the A/E the submittal of all required documents for permits. CM shall be responsible for obtaining any and all permits and paying any and all related fees for the Work. The City shall not pay the CM any additional sums beyond the Pre-Construction Fee and the GMP for these services if the City proceeds with the CM for Construction Phase Services.

## SECTION 3 - Construction Phase

### 1. Construction Phase Services

CM shall provide all management, supervision, manpower, equipment, tools, and all other necessary goods and services for the construction of Little Haiti Park Cultural Center in accordance with the requirements of this Agreement. The Work includes the construction of a 31,000 square foot community center.

### 2. Construction Phase Time for Completion

- 2.1 CM shall be issued a Notice of Award by the City upon approval of the GMP Proposal by the City Commission. CM shall commence scheduling activities, permit applications within five (5) calendar days after receipt of the Notice of Award. A Notice to Proceed for the Construction Work will not be issued until CM's submission to City of all required documents (including but not limited to: Payment and Performance Bonds, and Insurance Certificate) and after execution of the GMP Amendment by both parties. The receipt of all necessary permits by the CM is a condition precedent to the issuance of the Notice to Proceed
- 2.2 Time is of the essence throughout this Agreement. Construction Work shall be completed and Final Acceptance and Payment made within the timeframe established in the GMP Amendment to this Agreement.

### 3. Liquidated Damages

- 3.1 Upon failure of CM to complete the Construction Work within the specified period of time, plus approved time extensions (if applicable), CM shall pay to City the sum of **one thousand dollars(\$1,000.00)** for each calendar day after the time specified in the GMP Amendment plus any approved time extensions (if applicable), for Final Completion. These amounts are not penalties but are liquidated damages to City for its inability to obtain beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between 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 of dispute concerning the amount of said damages and the cost and effect of the failure of CM to complete the Construction Work on time.
- 3.2 City is authorized to deduct liquidated damages from monies due to CM for Construction Work under this Agreement or as much thereof as City may, in its sole discretion, deem just and reasonable.
- 3.3 CM shall be responsible for reimbursing City, in addition to liquidated damages, for all costs incurred by A/E in administering the construction of the Project beyond the completion date less approved time extensions. A/E construction administration costs shall be pursuant to the contract between City and A/E, a copy of which is available upon request from the City. All such costs shall be deducted from the monies due CM for performance of the Construction Work under this Agreement by means of unilateral credit change orders issued by City as costs are incurred by A/E and agreed to by the City.

**4. Hours Of Operation**

CM may perform Work between the hours of 7:00 am and 6:00 pm, Monday through Saturday. Any Work outside these hours or on Sundays requires the prior written approval of the Project Manager.

**5. CM's Supervision**

- 5.1 CM is responsible for supervising, coordinating and performing the Construction Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of Work required under the Contract Documents. CM is responsible for completing the Construction Work so that it complies accurately and completely with the requirements of the Contract Documents. CM shall keep a CM Superintendent on the Construction Work at all times during its progress who shall not be replaced without prior written notice to City and A/E except under extraordinary circumstances. The CM's Superintendent shall have authority to act on behalf of CM. All communications given to the CM's Superintendent shall be as binding as if given to CM. All verbal communications given to the Superintendent will be follow up in writing within 24 hours. The City shall have the right to direct CM to remove and replace Superintendent or any other employee of CM or any employee of any Sub-Contractor from this Project, with or without cause.
- 5.2 CM shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of CM to coordinate, inspect and provide general direction of the Construction Work and progress of the Sub-Contractors. CM shall not change any such personnel unless mutually agreed to in writing by the City and CM. In such case, the City shall have the right to concur with the replacement of personnel.
- 5.3 CM shall establish and maintain lines of authority for its personnel, and shall provide this information to City and all other affected parties, such as the code inspectors of any permitting authority, the Sub-Contractors, and the A/E. The City and A/E may attend meetings between CM and its Sub-Contractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

**6. Construction Work Meetings**

- 6.1 CM shall conduct a pre-construction conference with each Sub-Contractor after award of the subcontract and prior to the start of its portion of the Construction Work. CM shall hold progress and coordination meetings every 2 weeks, or more frequently if required by Construction Work progress, to provide for the timely completion of the Construction Work.
- 6.2 In addition, CM shall arrange and conduct regular monthly Project status meetings with the A/E and the City. CM shall use the job site meetings as a tool for the pre-planning of Construction Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, CM shall identify the party or parties responsible for following up on any problems, delay items or questions, and CM shall note the action to be taken by such party or parties. CM shall revisit each pending item at each subsequent meeting until resolution is achieved. CM shall attempt to obtain from all present any potential problems or delaying event known to them for appropriate attention and resolution. CM shall be responsible

for keeping minutes of the meeting and distribution of the minutes to all parties in attendance as well as the Director.

## **7. Progress Payments**

- 7.1 CM may make Application for Payment for Construction Work completed during the Project at intervals of not more than once a month. CM's Application for Payment shall include an updated Schedule of Values, an updated project schedule, and a partial release of liens or consent of Surety relative to the Construction Work, which is the subject of the Application for Payment and any other information required by the A/E. Each Application for Payment shall be submitted in triplicate to A/E for approval.
- 7.2 Ten percent (10%) of all monies earned by CM shall be retained by City until Final Completion and acceptance by City except that after fifty percent (50%) of the Construction Work has been completed, the CM may request a reduction in the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be at the sole discretion of the City, shall be recommended by the A/E and CM shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of the City. All requests for retainage reduction shall be in writing in a separate stand alone document.
- 7.3 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.3.1 Defective Construction Work not remedied.
  - 7.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CM or City because of CM's performance.
  - 7.3.3 Failure of CM to make payments properly to Sub-Contractors or for material or labor.
  - 7.3.4 Damage to another contractor not remedied.
  - 7.3.5 Liquidated damages and costs incurred by A/E for extended construction administration.
  - 7.3.6 Failure of CM to provide any and all documents required by the Contract Documents.

## **8. Acceptance and Final Payment**

- 8.1 Upon receipt of written notice from CM that the Construction Work is ready for final inspection and acceptance, A/E shall, within ten (10) calendar days, make an inspection thereof. If A/E and City's Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment (Attachment E) shall be issued by A/E, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.
- 8.2 Before issuance of the Final Certificate for Payment, CM shall deliver to A/E a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Sub-Contractors have been paid in full and that all other indebtedness connected with the Construction

Work has been paid, and a consent of the surety to final payment; the final corrected As-Built Drawings; the Record Set; and the final bill of materials, if required, and Application for Payment. CM shall deliver the written CM's and all Manufacturer's warranties prior to issuance of the Final Certificate for Payment.

- 8.3 If, after the Construction Work has been substantially completed, full completion thereof is materially delayed through no fault of CM, and A/E so certifies, City shall, upon certificate of A/E, and without terminating the Agreement, make payment of the balance due for that portion of the Construction Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 8.4 Final payment shall be made only after the City Manager or his designee has reviewed a written evaluation of the performance of CM prepared by the City's Project Manager, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by CM, except those previously made in strict accordance with the provisions of the Agreement and identified by CM as unsettled at the time of the application for final payment.

## **9. Subcontracts:**

- 9.1. A Sub-Contractor is any person or entity that is performing, furnishing, supplying or providing any portion of the Construction Work pursuant to a contract with CM. CM shall be solely responsible for and have control over the Sub-Contractors. CM shall negotiate all Change Orders, Construction Change Directive, Field Directives and other related issues, with all affected Sub-Contractors and shall review the costs all associated costs and advise City and A/E of their validity and reasonableness, acting in the City's best interest, prior to requesting approval of each Change Order from the City.
- 9.2 CM shall continuously update that Sub-Contractor list, so that it remains current and accurate throughout the entire performance of the Construction Work. CM shall not enter into a subcontract with any subcontractor, if the City reasonably objects to that subcontractor. CM shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by CM at the Project site, CM shall keep on file a copy of the license for every Sub-Contractor performing any portion of the Construction Work, as well as maintain a log of all such licenses.
- 9.3 All subcontracts shall (1) require each Sub-Contractor to be bound to the CM to the same extent CM is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Construction Work to be performed by the Sub-Contractor, (2) provide for the assignment of the subcontracts from Sub-Contractor to the City at the election of the City upon termination of the CM, (3) provide that the City will be an additional indemnified party of the subcontract, (4) provide that the City will be an additional insured on all insurance policies required to be provided by the Sub-Contractor except workman's' compensation, (5) assign all warranties directly to the City, (6) identify the City as an intended third-party beneficiary of the subcontract, and (7) prior to the execution of the subcontract, provide copies of the Contract Documents to the Sub-Contractor who be bound by this Article.

- 9.4 The Sub-Contractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the Sub-Contractor shall assign and name a qualified employee for scheduling direction for its work.
- 9.5. CM shall be fully responsible for all acts and omissions of its Sub-Contractor and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CM is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Sub-Contractor and City or any obligation on the part of City to pay or to see the payment of any monies due any Sub-Contractor. City or A/E may furnish to any subcontractor evidence of amounts paid to CM on account of specific work performed.
- 9.6 CM shall be required to comply with all City requirements for Sub-Contractor utilization reports.
- 9.7. CM agrees to bind specifically every Sub-Contractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

**10. Interfacing of Subcontracts**

The CM shall take such measures as appropriate to provide that construction requirements will be covered in the separate sub-contracts for procurement of long lead items that the separate construction sub-contracts and the general conditions items are performed without duplication or overlap and are sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate sub-contract, its schedule for start and completion and its relationship to other separate contractors.

**11. Performance Bond and Payment Bond**

Within fifteen (15) calendar days of being notified of the acceptance of the GMP by the City Commission, CM shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto

- 11.1. Each Bond shall be in the amount of one hundred percent (100%) of the GMP guaranteeing to City the completion and performance of the Work covered in the amendment as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a Surety, which is qualified pursuant to Article 12 below.
- 11.2. Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the GMP sum, or an additional bond shall be conditioned that CM will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Agreement.
- 11.3. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, CM shall ensure that the bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide City with evidence of such recording.
- 11.4. Alternate Form of Security:

In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached hereto. Such alternate forms of security shall be subject to the prior approval of City and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

**12. Qualification of Surety:**

**12.1. Bid Bonds, Performance Bonds and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):**

12.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

12.1.2. The Surety shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

12.1.3. The City will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder or proposer with a surety company acceptable to the City, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

| <u>Policy-</u><br><u>Amount of Bond</u> | <u>Financial</u><br><u>holders</u><br><u>Ratings</u> | <u>Size</u><br><u>Category</u> |
|---|--|--------------------------------|
| 500,001 to 1,000,000                    | B+   | Class .... I                   |
| 1,000,001 to 2,000,000                  | B+   | Class .... II                  |
| 2,000,001 to 5,000,000                  | A  | Class ... III                  |
| 5,000,001 to 10,000,000                 | A  | Class ... IV                   |
| 10,000,001 to 25,000,000                | A  | Class .... V                   |
| 25,000,001 to 50,000,000                | A  | Class ... VI                   |

**13. Warranty of Construction**

The CM shall warrant that the Work conforms to the Agreement and is free of any patent and/or latent defect of the workmanship for a minimum period of one year from the date of Final Completion.

**13.1. Exception to the above warranty:**

13.1.1. The warranty hereunder shall be in addition to whatever rights the City may have under law. The CM's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Agreement within the warranty period such that it complies with the Agreement.

13.1.2. In the event the CM fails to repair or replace defective Construction Work in accordance with the terms of the Agreement, and this warranty, the City shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the CM under any contract between the City and the CM.

**13.1.3 As specified in the Contract Documents**

All guarantees and warranties under the Agreement are fully enforceable by the City acting in its own name.

**14. Methods Of Performing The Work**

14.1. If the A/E reasonably determines that the rate of progress of the Work is not such as to insure its completion within the designated completion time, or if, in the opinion of the A/E, the CM is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the progress schedule accepted by or determined by the A/E, the A/E shall have the right to order the CM to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to insure completion of the project within the specified time. The CM shall immediately comply with such orders at no additional cost to the City.

14.2. Where materials are transported in the performance of the Construction Work, vehicles shall not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the CM and any damaged curbing, grass areas, sidewalks or other areas shall be repaired at the expense of the CM to the satisfaction of the A/E.

14.3. The CM shall furnish to the A/E and the City's Project Manager a complete listing of 24-hour telephone numbers at which responsible representatives of the CM and all of the CM's Subcontractor can be reached should the need arise at any time.

**15. CM's Use Of Project Site**

15.1. Limitations may be placed on the CM's use of the Project Site and such limitations will be identified by the City. In addition to such limitations, the City



will make storage available to the CM at its sole discretion based on availability of space. The CM shall also coordinate and schedule deliveries so as to minimize disruptions to City day-to-day operations.

- 15.2. The CM shall limit its use of the Project Site, so as to allow for the City's continuous operation of other portions of Little Haiti Park (Park) not incorporated in the Project Site. This is necessary, as the Park may remain in operation during the Construction Work.

15.2.1 The CM shall:

- a. Confine operations at the Project Site to the areas permitted by the City; not disturb portions of the Project Site beyond the specified areas; conform to Project Site rules and regulations affecting the Construction Work.
- b. Keep existing driveways and entrances serving surrounding facilities clear and available to the City, its employees and the public at all times; not use areas for parking and/or storage of materials except as authorized by the City.
- c. Assume all responsibility for its tools, equipment and materials, including any materials purchased for the Construction Work and not accepted by the City, and its vehicles while performing Construction Work for the City and/or while parked at a City facility. The City assumes no liability for damage to the items specified in this paragraph.
- d. Access to and egress from the Project Site shall be subject to the approval of the A/E and the City's Project Manager. No worker's personal vehicles shall be permitted to park outside of the Project Site, without the prior written approval of the City.

## **16. Work Staging And Phasing**

16.1. The Construction Work to be performed shall be done in such a manner so as not to interfere with the normal City operations of the Project site or any other facilities located within the Project site. There shall be no obstruction of City services without the prior written approval of the A/E. All requests for such interruption or obstruction must be given in writing to the A/E 24 hours in advance of the interruption of City operations.

16.2. The CM shall familiarize itself with normal City operations where the Construction Work is to be performed so that it can conduct the Construction Work in the best possible manner to the complete satisfaction of the A/E and the City's Project Manager.

## **17. Existing Utilities**

Known utilities and structures adjacent to or encountered in the Construction Work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the CM only, and no responsibility is assumed by either the City or the A/E for their accuracy or completeness. The CM must coordinate all utility locations through "Sunshine State One Call of Florida, Inc."

## **18. Differing Site Conditions**

- 18.1 In the event that during the course of the Construction Work CM encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in Construction Work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in Construction Work of the character called for in the Contract Documents, CM, without disturbing the conditions and before performing any Construction Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify City and A/E in writing of the existence of the aforesaid conditions. A/E and City shall, within two (2) business days after receipt of CM's written notice, investigate the site conditions identified by CM. If, in the sole opinion of A/E, the conditions do materially so differ and cause an increase or decrease in CM's cost of, or the time required for, the performance of any part of the Construction Work, whether or not changed as a result of the conditions, A/E shall recommend an equitable adjustment to the Agreement, in cost and/or time. If City, the A/E and CM cannot agree on an adjustment in the adjustment shall be referred for determination in accordance with the provisions of Section 1, Article 45, Resolution of Disputes.
- 18.2 No request by CM for an equitable adjustment to the Agreement under this provision shall be allowed unless CM has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or for differing site conditions shall be allowed if made after the date certified by A/E as the date of Substantial Completion.

## **19. Project Site Facilities**

- 19.1 CM shall arrange for all Project-site facilities as necessary to enable the CM and A/E to perform their respective duties and to accommodate any representatives of the City which the City may choose to have present at the Project. Project-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Construction Work. The specifics of facilities required for the A/E or the City shall be provided prior to the establishment of the GMP.
- 19.2 CM's, Sub-Contractor's, supplier's, materialmen's personnel shall not use the City restrooms at the Project site. The CM shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. The CM, his employees or his Sub-Contractors shall commit no public nuisance or use any facilities that have not been specifically provided for use by the CM.
- 19.3 The CM shall furnish an adequate supply of drinking water for his and his Sub-Contractors' employees.
- 19.4 There shall be adequate provisions made by the CM to ensure all disposable materials are properly disposed of and do not create a nuisance to the City or the public. The location of the temporary facilities shall be subject to the approval of the A/E or City's Project Manager

- 19.5 The CM shall be required to obtain all necessary permits required for any Project site facilities. CM shall also be responsible to maintain such facilities in a safe and working condition.
- 19.6 All such facilities remain the property of the CM and the CM shall be responsible for removal and disposal of such facilities prior to Final Acceptance.

**20. Security**

The Project site where the Construction Work is to be performed is not a secure area and the public has access to the site. The CM shall have sole responsibility for the security of all materials, tools, equipment and Construction Work at the Project Site. The City shall not be liable for any damage or loss to such materials, tools, equipment and Construction Work.

**21. Worker's Identification**

CM shall provide a mechanism to identify all employees and Sub-contractors working on the site.

**22. Royalties and Patents:**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Construction Work or appurtenances, are hereby included in the prices stipulated in this Agreement for said Construction Work.

**23. Labor and Materials**

- 23.1. Unless otherwise provided herein, CM shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Construction Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Construction Work.
- 23.2. CM shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work to which they are assigned.

**24. Substitutions**

- 24.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by City and A/E if sufficient information is submitted by CM to allow City and A/E to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by City and A/E from anyone other than CM.
- 24.2 If CM wishes to furnish or use a substitute item of material or equipment, CM shall make application to A/E for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice CM's

achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Construction Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the A/E in evaluating the proposed substitute. The A/E may require the CM to furnish at CM's expense additional data about the proposed substitute.

- 24.3 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, CM may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the A/E, if the CM submits sufficient information to allow the A/E to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the A/E shall be the same as those provided herein for substitute materials and equipment.
- 24.4 The A/E shall be allowed a reasonable time within which to evaluate each proposed substitute. The A/E and the City shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the City's and the A/E's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. The City and the A/E may require the CM to furnish at CM's expense a special performance guarantee or other surety with respect to any substitute.

## **25. NDPES Requirements**

CM shall comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP shall be included in the bid prices. For further information on compliance requirements for NPDES and SWPPP contact the City of Miami Public Works Department at (305) 416-1200 or visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>.

## **26. Construction Signage**

- 26.1 The City shall provide the CM the construction requirements, wording and layout for the signs prior to the submission of the GMP Proposal. The CM shall be required to furnish two City of Miami signs at the Project Site.
- 26.2 The CM shall also post appropriate construction site warning signs at the Project Site. Such signs shall be posted to warn pedestrian and vehicle traffic. Signage shall also be placed waterside, where applicable, to alert boater to the construction zone, requiring idle speed and a minimum clearance distance. CM shall provide drawings for the signage, which shall be subject to approval by the City's Project Manager.
- 26.3 The City shall approve the locations for all signage.

**27. Inspection of Work**

27.1. A/E and City shall at all times have access to the Construction Work during normal work hours, and CM shall provide proper facilities for such access and for inspecting, measuring and testing.

27.1.1. Should the Contract Documents, A/E's/City Project Manager's instructions, any laws, ordinances, or any public authority require any of the Construction Work to be specially tested or approved, CM shall give City Project Manager timely notice of readiness of the Construction Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Construction Work should be covered up without approval or consent of City Project Manager or A/E, it must, if required by City Project Manager, be uncovered for examination and properly restored at CM's expense.

27.1.2. Re-examination of any of the Construction Work may be ordered by City Project Manager with prior written approval by the City, and if so ordered, the Construction Work must be uncovered by CM. If such Construction Work is found to be in accordance with the Contract Documents, City shall pay the cost of reexamination and replacement by means of a Change Order. If such Construction Work is not in accordance with the Contract Documents, CM shall pay such cost.

27.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of the Contract Documents nor to delay the Construction Work by failure to inspect the materials and Construction Work with reasonable promptness without the written permission or instruction of A/E.

27.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CM to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CM will constitute a breach of this Agreement.

**28. Mounting Heights**

Where mounting heights are not indicated, the CM shall mount individual units at industry recognized standard mounting heights for the particular application indicated; and, refer questionable mounting height choices to the A/E for final decision.

**29. Submittals**

29.1 CM shall check and approve all shop drawing, samples, product data, schedule of values, and any and all other submittals to make sure they comply with the Contract Documents.

29.2 CM by approving and submitting any submittals, represents that they have verified the accuracy of the submittals, and they have verified all of the submittal information and documentation with the requirements of the Contract Documents. At time of submission the CM shall advise the A/E in writing of any deviations from the Contract Documents.

29.3 Each shop drawing submittal shall contain a title block containing the following information:

- Number and title of drawing, including Contract title and Number;
- Date of drawing and revisions;
- Name of CM and Subcontractor (if any) submitting drawings;
- Name of Project, Building or Facility;
- Specification Section title and number;
- CM 's Stamp of approval, signed by the CM or his checker;
- Space above the title block for A/E's action stamp;
- Submittal or re-submittal number (whether first, second, third, etc.);
- Date of submittal.

CM shall sign, in the proper block, each sheet of shop drawing and data and each sample label to certify compliance with the requirements of the Contract Documents. Shop drawing submitted without the stamp and signature shall be rejected and it will be considered that the CM has not complied with the requirements of the Contract Documents. CM shall bear the risk of any delays that may occur as a result of such rejection.

- 29.4 City shall not be liable for any materials, fabrication of products or Construction Work commenced that requires submittals until the A/E has returned approved submittals to the CM.
- 29.5 A/E shall make every effort to review submittals within fourteen (14) calendar days from the date of receipt by the A/E. A/E's review shall only be for conformance with design concepts and the information provided in the Contract Documents. The approval of a separate item shall not constitute approval of an assembly in which the item functions. The A/E shall return the shop drawings to the CM for their use and distribution.
- 29.6 Approval of any submittal shall not relieve the CM of any responsibility for any deviations from the requirements of the Contract Documents unless the CM has given written notice to the A/E of the specific deviations and the A/E has issued written approval of such deviations.
- 29.7 CM shall be responsible for the distribution of all shop drawings, copies of product data and samples, which bear the A/Es stamp of approval. Distribution shall include, but not be limited to; job site file, record documents file, sub-contractors, suppliers, and other affected contractors or entities that require the information.
- 29.8 During the progress of the Construction Work, the CM shall submit copies of all reports, permits and inspections required by governing authorities, or necessary for the Project. The CM shall also prepare a two week look-ahead schedule which must be submitted to the A/E and the City's Project Manager on a weekly basis.
- 29.9 The CM shall also provide copies of all plans approved and permitted by the required governing authorities.

### **30. Shop Drawings**

- 30.1. CM shall submit Shop Drawings as required by the Contract Documents. The purpose of the Shop Drawings is to show, in detail, the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

- 30.2. Within three (30) calendar days after City's acceptance of the GMP Proposal, CM shall submit to A/E a complete list of items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by A/E shall in no way relieve the CM from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 30.3. After the approval of the list of items required in Section 30.2 above, CM shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
- 30.4. CM shall thoroughly review and check the Shop Drawings and each and every copy shall show its approval thereon. CM shall submit three sets of shop drawings.
- 30.5. If the Shop Drawings show or indicate departures from the Contract Documents' requirements, CM shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CM from its responsibility to comply with the Contract Documents.
- 30.6. A/E shall review and approve Shop Drawings within fourteen (14) calendar days from the date received, unless said Shop Drawings are rejected by A/E for material reasons. A/E's approval of Shop Drawings will be general and shall not relieve CM of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Shop Drawings. No work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by A/E. Approval shall not relieve CM from responsibility for errors or omissions of any sort on the Shop Drawings.
- 30.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CM's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to A/E along with its comments as to compliance, noncompliance, or features requiring special attention.
- 30.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 30.9. The minimum size for shop drawings shall be 11" X 17". Each shop drawing shall be clear, thoroughly detailed and shall have listed on it all Contract Document references, drawing number(s), specification section number(s) and the shop drawing numbers of related work. Shop drawings must be complete in every detail, including location of the work. Materials, gauges, methods of fastening and spacing of fastenings, connections with other work, cutting, fitting, drilling and any and all other necessary information per standard trade practices or as required for any specific purpose shall be shown.
- 30.10. Where professional calculations and/or certification of performance criteria of materials, systems, and or equipment are required, the A/E is entitled to rely upon the accuracy and completeness of such calculations and certifications

submitted by the CM. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

30.11. CM shall keep one set of Shop Drawings marked with A/E's approval at the job site at all times.

**31. Product Data**

31.1 CM shall submit four copies of product data. Each copy must be marked to identify applicable products, models, options and other data. CM shall supplement manufacturer's standard data to provide information unique to the Construction Work.

31.2 CM shall only submit pages that are pertinent. Submittals shall be marked to identify pertinent products, with references to the specifications and the Contract Documents. Identify reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances.

**32. Samples**

CM shall submit samples to illustrate the functional characteristics of the product(s). Submittals shall be coordinated for different categories of interfacing Work. CM shall include identification on each sample and provide full information.

**33. Record Set**

CM shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the A/E, in good order and annotated to show all changes made during construction. The record Contract Documents shall be continuously updated by CM throughout the prosecution of the Construction Work to accurately reflect all field changes that are made to adapt the Construction Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. CM shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to pay CM, the CM shall provide evidence, satisfactory to the City and the A/E, that CM is fulfilling its obligation to continuously update the record Contract Documents. All buried items, outside the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents shall be available to the City and the A/E for reference. Upon completion of the Construction Work and as a condition precedent to CM's entitlement to final payment, the record Contract Documents shall be delivered to the A/E by the CM for the City.

**34. As-Built Drawings**

During the Construction Work, CM shall maintain records of all deviations from the Drawings and Specifications as approved by the A/E and prepare As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the work as it was actually constructed. It is the responsibility of the CM to check the As-Built Drawings for errors and omissions prior to submittal to the



City and certify in writing that the As-Built Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

- 34.2. Legibly mark to record actual construction: On-site structures and site work as follows:
  - 36.1.1. Depths of various elements of foundation in relation to finish first floor datum.
  - 36.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
  - 34.13. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
  - 34.14. Field changes in dimensions and details.
  - 34.1.5. Changes made by A/E's written instructions or by Change Order.
  - 34.1.6. Details not on original Contract Drawings.
  - 34.1.7. Equipment, conduit, electrical panel locations.
  - 34.2.8. A/E schedule changes according to CM's records and shop drawings.
- 34.2. Specifications and Addenda: Legibly mark each section to record:
  - 34.3.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
  - 36.3.2. Changes made by A/E's written instructions or by Change Order.
- 34.3. Approved Shop Drawings: Provide record copies for each process equipment, piping, electrical system and instrumentation system.

### **35. Requests For Information (RFI)**

The CM shall submit in writing a Request for Information (RFI) to the A/E, with a copy to the City's Project Manager, where the CM believes that the specifications or drawings are unclear or conflict. All requests must be submitted in a manner that clearly identifies the drawing and/or specification section where clarification or interpretation is being requested.

### **36. Field Directives**

The City's Project Manager or A/E may at times issue Field Directives to the CM based on visits to the Project site. Such Field Directives shall be issued in writing and the CM shall be required to comply with such directive. Where the CM believes that the directive is outside the scope of the Work, the Contractor shall, within 48 hours, notify the A/E and the City's Project Manager that the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded or the CM may be required to submit a request for a Change Order proposal. Where the CM is notified of the City's position that the Field Directive is within the scope and the CM disagrees, the CM shall notify the A/E and the City's Project Manager that the CM reserves the right to make a claim for

the time and monies based on the Field Directive. At no time shall the CM refuse to comply with the directive. Failure to comply with the directive may result in a determination that the CM is in default of the Agreement.

**37. Work Logs**

- 37.1 CM shall maintain at the Project Site a log of daily activities, including manpower records, deliveries, inspections, testing, major decisions, delays, visitors to the site, etc.
- 37.2 CM shall maintain a two week look ahead schedule, which shall be provided to the A/E, the City, and subcontractors at the progress meetings

**38. Change Orders**

- 38.1. Changes in the quantity or character of the Construction Work of the Project which are not properly the subject of Field Directives or Supplemental Instructions, including all changes resulting in changes in the GMP, or use of the Contingency, or the increasing the value of the GMP by, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City.
- 38.2. All changes to Construction Work must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders, excluding those issued against the contingency, increasing the value of the GMP by \$50,000 or more shall be approved in advance by the City Commission. All Change Orders increasing the value of the GMP, excluding those issued against the contingency by less than \$50,000 shall be approved in advance by the City Manager or his designee. All Change Orders issued against the contingency shall be approved by the Director or designee.
- 38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the GMP or increasing the value of the GMP, and a Change Order has not been issued, City reserves the right at its sole option to either terminate the Agreement as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or may submit the matter in dispute as set forth in Section 1, Article 45, Resolution of Disputes. During the pendency of the dispute, and upon receipt of a Change Order approved by City, CM shall promptly proceed with the change in the Work involved and advise the A/E and City's Project Manager in writing within seven (7) calendar days of CM's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the GMP or Construction Work Time for Completion.
- 38.4. On approval of any change increasing the GMP, CM shall ensure that the performance bond and payment bond are increased so that each reflects the total GMP as increased.
- 38.5. Under circumstances determined necessary by City, Change Orders may be issued unilaterally by City.

**39. Value of Change Order Work**

- 39.1. The value of any Work to be covered by a Change Order, or for any claim for an increase or decrease in the GMP, or use of the Contingency shall be determined in one of the following ways:

- 39.1.1. Where the work involved is covered by unit prices contained in the Schedule of Values, by application of unit prices to the quantities of items involved.
  - 39.1.2. By mutual acceptance of a lump sum which CM and City acknowledge contains a component for overhead and profit.
  - 39.1.3. On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a proportional rate for the Construction Manager's fee for general conditions, overhead and profit.
- 39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CM in the proper performance of the Construction Work described in the Change Order. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items, as applicable:
- 39.2.1. Payroll costs for employees in the direct employ of the CM, where such employees are performing the work described in the Change Order under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by City. The City shall have the right to require certified wage statements from the CM.
  - 39.2.2. Cost of all materials and equipment furnished and incorporated in the Construction Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CM unless City deposits funds with CM with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall accrue to City and CM shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CM or others in accordance with rental agreements approved by City with the advice of A/E and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Construction Work.
  - 39.2.3. Payments made by CM to Sub-Contractors for Work performed by Sub-Contractors. If the Sub-Contract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Sub-Contractor's cost of the work shall be determined in the same manner

as CM 's cost of the work. All Sub-Contractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

39.2.4. Cost of special A/Es, including, but not limited to, A/Es, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the Construction Work described in the Change Order.

39.2.5. Supplemental costs including the following:

39.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of CM's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the Construction Work.

39.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and less market value of such items used but not consumed which remains the property of CM.

39.2.5.3. Sales, use, or similar taxes related to the work, and for which CM is liable, imposed by any governmental authority.

39.2.5.4. Deposits lost for causes other than CM's negligence; royalty payments and fees for permits and licenses.

39.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

39.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Construction Work.

39.3. The term "cost of the work" shall not include any of the following:

39.3.1. Payroll costs and other compensation for CM's officers, executives, principals (of partnership and sole proprietorships), general managers, A/Es, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CM whether at the site or in its principal or a branch office for general administration of the work, all of which are to be considered administrative costs covered by Construction Manager's Fee.

39.3.2. Expenses of CM 's principal and branch offices other than CM 's office at the site.

39.3.3. Any part of CM 's capital expenses, including interest on CM 's capital employed for the work and charges against CM for delinquent payments.

39.3.4. Cost of premiums for all Bonds and for all insurance whether or not CM is required by the Contract Documents to purchase and maintain

the same, except for additional bonds and insurance required because of changes in the work.

- 39.3.5. Costs due to the negligence or neglect of CM, any Sub-Contractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 39.3.6. Other overhead or general expense costs of any kind and/or the cost of any item not specifically and expressly included in Section 39.2.
- 39.4. The amount of credit to be allowed by CM to City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the Construction Manager's Fee shall be figured on the basis of the net increase, if any. However, CM shall not be entitled to claim lost profits for any Construction Work not performed.
- 39.5. Whenever the cost of any Construction Work is to be determined pursuant to Sections 39.2 and 39.3, CM will submit in a form acceptable to A/E an itemized cost breakdown together with the supporting data.
- 39.6. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CM shall submit an initial cost estimate acceptable to A/E and City's Project Manager. The cost estimate breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 39.7. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

#### **40. Substantial Completion, Punch List & Final Completion**

- 40.1 The Construction Work shall be substantially complete when the City's Project Manager, in the reasonable exercise of his/her discretion determines that the Construction Work is complete and there are no material and/or substantial variations from the Agreement and the Construction Work is fit for its intended purpose. Upon Substantial Completion, City's Project Manager and the CM shall sign the Substantial Completion Inspection Form. The signing of this form shall not relieve the CM from its obligation to complete the Project.
- 40.2 When the CM believes that the Construction Work is substantially complete, the CM shall request in writing that the A/E inspect the Construction Work to determine if Substantial Completion has been achieved. No request for Substantial Completion inspection is to be submitted until the CM has obtained a Certificate(s) of Occupancy, Certificate of Completion or Completion or a Temporary Certificate of Occupancy. The A/E shall schedule the date and time for any inspection and notify the CM and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form, (Attachment B), will be completed as necessary. Any remaining Construction Work shall be identified on this form and shall be known as Punch List work. The Punch List, (Attachment C), shall be signed by both the A/E, the City's Project Manager, and the CM confirming that the Punch List contains the item(s) necessary to complete the Construction Work. The failure or refusal of the CM to

sign the Project Substantial Completion Inspection Form or Punch List shall not relieve the CM from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the City

- 40.3 Where the Punch List is limited to minor omissions and defects, the A/E shall indicate that the Construction Work is substantially complete subject to completion of the Punch List. Where the A/E determines, on the appropriate form that the Work is not substantially complete, the A/E shall provide a list of all open items necessary to achieve Substantial Completion. Upon completion of such Construction Work, the CM shall request another Substantial Completion inspection.
- 40.4 The A/E, the City's Project Manager, and the CM shall agree on the time reasonably required to complete all remaining Work included in the Punch List.
- 40.6 Upon the receipt of all documentation, resolution of any outstanding issues and issuance of final payment, the A/E shall notify the Contractor in writing of the closeout of the Project.
- 40.7 The City will prepare a Certificate of Substantial Completion in the form attached hereto as Attachment D which shall establish the Date of Substantial Completion. Once substantial completion is achieved the City shall be responsible for security, maintenance, heat, utilities, damage to the Project site, and insurance; and shall list all Construction Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective work on such list does not alter the responsibility of CM to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **41. Training**

- 41.1 The CM shall provide training of all appropriate personnel employed by the City or the City's agents in the installation, maintenance, calibrations, and routine care of all equipment and systems provided and installed as part of the Construction Work
- 41.2 Separate training sessions shall be conducted for equipment/system operation and maintenance except when combining of these two (2) subjects is specifically allowed by the City.
- 41.3 The CM shall provide qualified, prepared instructors for all training plus all necessary material and equipment (training aids, audio visual equipment, seating, tables, etc.).
- 41.4 The CM shall provide factory-level maintenance training in system problem identification and resolution. This training should be aimed at providing the City with means to perform all corrective, scheduled and preventative maintenance.
- 41.5 All training shall be conducted on-site or, if conducted at a remote location, travel and expenses for City's personnel shall be reimbursed to the City by the CM.
- 41.6 Training shall be conducted prior to final completion of the Project.

41.7 For each training session, the CM shall submit a training plan for review. The plans shall include proposed dates/times/durations of training sessions, suggested class size/attendees, proposed locations, session objectives and an outline of the training topics to be presented. Training plans for all training sessions shall be submitted not later than the date set forth in the Project Schedule. The City shall have the right to modify proposed training dates in conjunction with the CM to coordinate the schedule with availability of personnel and ongoing operations.

**42. Excusable Delay**

42.1 Excusable Delay is (i) caused by circumstances beyond the control of CM, its Sub-Contractors, suppliers and vendors, or (ii) is caused jointly or concurrently by CM, or its Sub-Contractors, suppliers or vendors and by the City or A/E.

42.2 CM is entitled to a time extension of the Construction Work Time for Completion for each day the Construction Work is delayed due to Excusable Delay. CM shall document its claim for any time extension as provided in Article 43 hereof.

42.3 Where CM determines that the City is liable for payment of cost due to a delay any request for additional compensation must be submitted in accordance with Article 43.

42.3.1 CM shall furnish to the City's Project Manager all documentation supporting its claim, including, details of the claim, a description of the work affected and the actual costs resulting from the delay.

42.3.2 Where the City agree to an excusable delay and the Work is being performed by a Sub-Contractor, the CM shall be paid for actual costs associated with the delay plus 5% for indirect and overhead costs.

42.3.3 Where the City agree to an excusable delay and the Work is being performed by the CM's own forces the CM shall be reimbursed for actual costs associated with the delay

42.4 The CM agrees that the above constitutes its sole and exclusive remedies for an excusable delay.

42.5 Failure of CM to comply with Article 43 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

**43. Notification and Claim for Change of Construction Work Time for Completion or GMP**

43.1. Any claim for a change in the Construction Work Time for Completion or GMP, shall be made by written notice by CM to the to the A/E and Project Manager within fifteen (15) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless A/E allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CM 's written notarized statement that the adjustment claimed is the entire adjustment to which the CM has reason to believe it is entitled as a result of the occurrence of said event.

- 43.2. The Construction Work Time for Completion will be extended in an amount equal to time lost on critical Construction Work items due to delays beyond the control of and through no fault or negligence of CM if a claim is made therefore as herein. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by City, fires, floods, epidemics, abnormal weather conditions or acts of God.

**44. Hurricane Preparedness**

- 44.1. At the time of GMP submission Cm shall submit to the City a Hurricane Preparedness Plan (Plan). The Plan shall include the measure to be taken by the CM in case of a hurricane or tropical storm.
- 44.2. During such periods of time as are designated by the United States Weather Bureau as being a tropical storm/hurricane warning or alert, or at such other time deemed necessary by the Project Manager the CM, at no cost beyond the GMP to the City, shall implement the Plan to secure the Project site in response to all threatened storm events, regardless of whether the City or A/E has given notice of same. Failure of the City to direct the CM to implement the Plan shall not relieve the CM for sole responsibility for implementation of the Plan.
- 44.3. Any damage to materials and equipment resulting from CM's failure to implement the plan shall be removed and replaced at no cost to the City.
- 44.4. Additional work relating to hurricane warning or alert at the Project site will be addressed by a Change Order.
- 44.5. Suspension of the Construction Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the CM to additional time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

**45. Stop Work Order**

- 45.1. The City may, at any time, by written order to the CM, require the CM to stop all, or any part, of the Construction Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the CM, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the CM, or within any extension to which the parties have agreed the City shall either:
- 45.1.1. Cancel the Stop Work Order; or
- 45.1.2. Terminate the Work covered by such order as provided in Section 1, Article 39, and City's Right to Terminate.
- 45.2. If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the CM shall resume the Work. The Cm may request an extension of time and/or additional time in accordance with Article 43 above. In the event the A/E determines that the suspension of Construction Work was necessary due to CM's defective or incorrect Construction Work, unsafe Construction Work conditions caused by the CM or any other reason caused by CM's fault or omission, the CM shall not be entitled to an extension of time as a result of the issuance of a Stop Work Order.



**46. Cleaning Up; City's Right to Clean Up**

CM shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, CM shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If CM fails to clean up during the prosecution of the Work or at the completion of the Construction Work, City may do so and the cost thereof shall be charged to CM. Cleaning operations should be controlled to limit dust and other particles adhering to existing surfaces.

**47. Removal of Equipment**

In case of termination of this Agreement before completion for any cause whatsoever, CM, if notified to do so by City, shall promptly remove any part or all of CM 's equipment and supplies from the property of City. If the CM fails to comply with City's order, the City shall have the right to remove such equipment and supplies at the expense of CM.

**48. Warranty Phase**

CM shall conduct, in conjunction with the City, a sixth (6<sup>th</sup>) month and eleventh (11<sup>th</sup>) month warranty inspection. The City shall be responsible for setting the dates for said inspections.

CM shall provide a warranty summary report to the City at the end of each inspection period. At a minimum the report shall include:

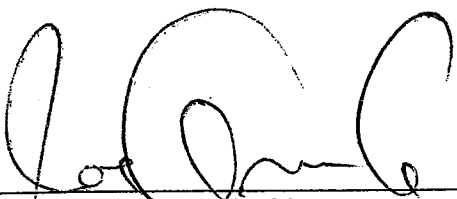
1. Description of each warranty item during the period
2. Date item reported to CM for correction
3. Date item corrected. If more than one trip is required, document each instance
4. Description of action taken to cure warranty item
5. Written approval by City accepting warranty work
6. Any other pertinent information

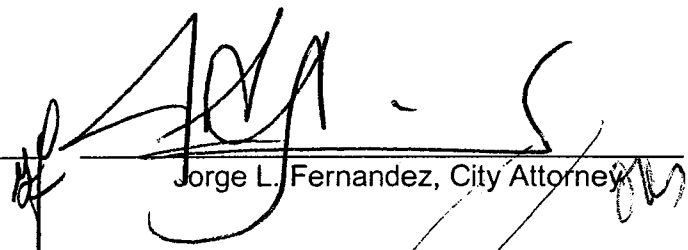
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**THE CITY OF MIAMI, FLORIDA**

THE CITY OF MIAMI, FLORIDA, a municipal Corporation of the State of Florida

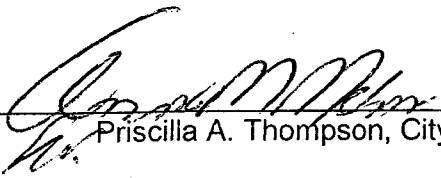
APPROVED AS TO FORM AND CORRECTNESS FOR THE USE AND RELIANCE OF THE CITY OF MIAMI, FLORIDA, ONLY

By:   
Joe Arriola, City Manager

  
Jorge L. Fernandez, City Attorney

ATTEST:

APPROVED AS TO INSURANCE REQUIREMENTS:

  
Priscilla A. Thompson, City Clerk

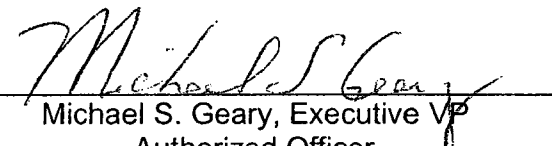
**APPROVED**   
Dania Carrillo, Risk Management Administrator

**Pirtle Construction Company**

ATTEST:

Pirtle Construction Company

  
Corporate or Company Secretary

By:   
Michael S. Geary, Executive VP  
Authorized Officer

(Affix Corporate/Company Seal)

Date: December 14, 2005

# ATTACHMENT A

## POLICY AND PROCEDURES MANUAL

CM shall provide the City, and the A/E with copies of a Policy and Procedure Manual (total number of copies not to exceed three (3) developed and updated in accordance with the following requirements:

- A. Upon execution of the Agreement, CM shall develop a draft of the comprehensive Policy and Procedure Manual describing the services to be provided by CM per the Agreement. This shall provide a plan for the control, direction, coordination and evaluation of the Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of CM, including Sub-Consultants and Sub-Contractors, City and A/E; Work flow diagrams; and strategy for bidding and subcontracting the Work. City shall have the right to review the Policy and Procedure Manual and to recommend revisions to its content and format. The Policy and Procedure Manual may be updated as necessary throughout the Design and Construction Phases, but substantive changes will not be made without City's prior written concurrence. Three (3) copies of the Policy and Procedure Manual and any updates shall be submitted to the City and A/E. In developing the Policy and Procedure Manual, CM shall coordinate and consult with the City and the A/E. The initial manual shall be submitted to City for concurrence.
- B. Contents of Policy and Procedure Manual: The Policy and Procedure Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Policy and Procedure Manual shall include, as a minimum, the following sections:
- Project Definition: The known characteristics of the Project shall be described in general terms which will provide the participants a basic understanding of the Project and subprojects.
  - Project Goals: The schedule, budget, physical, technical and other objectives for the Project shall be defined.
  - Project Strategy: A narrative description of the Project delivery methods which shall be utilized to accomplish the Project goals.
  - Project Work Plan: A matrix display of the Work to be performed by the CM, as well as the services and items to be furnished by the A/E and City during each phase of the Project.
  - Project Organization: A summary organization chart showing the inter-relationships between the City, CM and A/E, and other supporting organizations and permitting review agencies. Detailed charts, one each for Construction Contractor and Design Professional, showing organizational elements participating in the Project shall be included.
  - Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of the City, A/E, and CM. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. CM shall develop a similar chart for the personnel within its own organization who

are assigned to the Project, as well as for A/E's and City's personnel assigned to the Project from data supplied by them.

- Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders.
  - Written Procedure: The CM will provide written procedures for communications and coordination required between the CM, A/E and the City throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.
  - Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, the CM and the A/E, as well as from all subcontractors, sub-A/Es and suppliers of any of them. This list shall be continuously updated by CM throughout the Project duration, with CM distributing a copy of all updates to the City and A/E.
3. This Policy and Procedure Manual shall be completed and submitted to the A/E and the City for their review and concurrence as a condition precedent to payment by City to CM for any services provided in the Construction Phase under this Agreement
  4. This Policy and Procedure Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Policy and Procedure Manual and this Agreement shall be governed by the latter.

CM shall provide the following Project Management Information System ("PMIS"), in a format acceptable to the City, which system shall be in place for the Construction Phase services.

#### 1. General:

- Commencing immediately after the Notice to Proceed is issued to CM by City, CM shall implement and shall utilize throughout the life of this Agreement all subsystems of the PMIS.
- The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.
- If requested by City, CM shall conduct a comprehensive workshop for participants designated by City and additional seminars as required by City to provide instruction with respect to the PMIS. This workshop and the seminars shall facilitate the City's representatives' use and understanding of the PMIS.
- The PMIS shall be described in terms of the following major subsystems:
  - Narrative Reporting;
  - Schedule Control;
  - Cost Control and Estimating;
  - Project Accounting;
  - Accounting and Payment; and
  - Action Reports.
- The above reports shall be submitted at least on a monthly basis and shall accompany each monthly Application for Payment.

#### 2. Narrative Reporting Subsystem.

- CM shall prepare written reports as described hereunder. All reports shall be in 8 1/2" x 11" format.

- The Narrative Reporting Subsystem shall include the following reports:
  - Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.
  - Monthly Cost Narrative describing the current construction cost estimate status of the Project.
  - A Monthly Scheduling Narrative summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub-schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
  - Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations. An explanation for all variances shall be provided.
  - A Monthly Construction Progress Report during the Construction Phase summarizing the Work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.
  - Daily Construction Diary during the Construction Phase describing events and conditions on the site.
- The Reports outlined in above shall be bound with applicable computer schedule reports and submitted monthly during Design and Construction Phases and shall be current through the end of the preceding month. Copies shall be delivered to the City and A/E. A bound copy of the complete diary shall be submitted to City at the conclusion of the Project.

### 3. Schedule Control Subsystem.

- Master Project Schedule: Prior to the submittal of its first application for payment, CM shall submit to the City and A/E for their review and approval a Master Project Schedule covering the planning and design approvals, construction, and City occupancy of the Project. This schedule shall conform to the format outlined below. This schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated with each Application for Payment by CM throughout the Project. Within fifteen (15) calendar days of CM's submittal, the City and A/E shall review the schedule and provide CM a written list of corrections needed to accept the schedule. CM must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of the City's and Design A/E's comments. If the schedule is not accepted within said thirty (30) calendar days, the City and A/E will withhold all payments due the CM until the schedule is accepted. The acceptance of the schedule by City and A/E in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. CM is and shall remain solely responsible for the planning and execution of all Work in order to meet Project milestones or Contract completion dates.

- Construction Schedule: Upon acceptance of the GMP, CM shall prepare and submit to City and A/E, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined below. The approved Construction Schedule shall be attached and incorporated into the GMP Amendment. The Construction Schedule shall be integrated into the Master Project Schedule.
  - Following development and approval of the Construction Schedule, CM shall, at the completion of each pre-construction design phase and with each application for payment during the construction phase, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to the City and the A/E in duplicate. No additional compensation will be due CM for making such updates. Failure of CM to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for City to find CM in substantial default hereunder and that sufficient cause exists to terminate the Agreement or to withhold payment to CM until a schedule or schedule update acceptable to City is submitted.
- CM shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:
  - Sub-Contractor Construction Schedules (Subnetworks): Upon the award of each subcontract, CM shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the bid packages, taking into account the Work schedule of the other subcontractors. The subcontractor's construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
  - Occupancy Schedule: CM shall jointly develop with A/E and City a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to City occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final City occupancy and shall be integrated into the Master Project Schedule.
- Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, both the Master Project Schedule and the Construction Schedule shall incorporate and be based upon any Project milestone dates set forth in the Agreement.
  - No activity shall have a duration greater than fifteen (15) work days or less than one (1) work day. If requested by the City A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.
  - Procurement shall be identified with at least two (2) activities: fabrication and delivery. CM shall insure that all Work activities that require a

submittal are preceded by the appropriate submittal and approval activities.

- Only contractual constraints shall be shown in the schedule logic. No other restraints are allowed unless approved in writing by the City or A/E. This disallowance of constraints includes the use of any mandatory start or finish dates selected by CM.
- Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity
- The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Agreement completion date is exceeded in the schedule.
- Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by the City and CM that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.
- The CPM schedules must be compatible with Microsoft Project. It is CM's responsibility to ascertain the software compatibility with the City.
- Initial Schedule Submittal Requirements:
  - ✓ Predecessor/Successor Sort
  - ✓ Total Float/Early Start Sort
  - ✓ Responsibility/Early Start Sort
  - ✓ Area/Early Start Sort
  - ✓ Logic Diagram: Produce diagram with not more than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
  - ✓ Narrative discussing general approach to completion of the Work.
  - ✓ Diskette in Primavera (P3) format.
- Schedule Update Requirements: CM shall update the schedules as required by the Agreement to show actual, current progress. The schedule updates shall be submitted within seven (7) calendar days of the data dates. The updates shall include:
  - ✓ Dates of activities' actual starts and completions.
  - ✓ Percent of Work remaining for activities started but not completed as of the update date.
  - ✓ Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.
  - ✓ Predecessor/Successor Sort
  - ✓ Total Float/Early Start Sort
  - ✓ Responsibility/Early Start Sort
  - ✓ Area/Early Start Sort
  - ✓ Diskette in the required Primavera format
  - ✓ Fragnet of logic diagram for all requested logic changes.

- ✓ Updated logic diagram as required by the City. At a minimum, the City shall require a final logic diagram at the end of the Work showing the planned and actual starts and completions.
  - ✓ A bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.
  - ✓ All update information shall be an accurate representation of the actual Work progress.
- Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, City may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of City's request. The Recovery Schedule shall describe in detail CM's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Project milestone dates.
  - Change Orders: When a Change Order is proposed, CM must identify all logic changes as a result of the Change Order. CM shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, CM will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to CM's Work. No separate payment will be made.
4. Cost Control Subsystem: The operation of this subsystem shall provide sufficient timely cost data and detail to permit CM to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that the Work will be completed at a cost which, together with the Construction Management Fee, will not exceed the GMP. Requirements of this subsystem include submissions at the following phases of the Project:
- 4.1 Pre-Construction Phase Estimates; and
  - 4.2 At establishment of the GMP.
5. Project Accounting Subsystem: This subsystem shall enable CM to plan effectively and City to monitor and control the funds available for the Project, cash flow, costs, Change Orders, Construction Change Directives, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable, and also enable City to stay informed as to the overall Project status. This subsystem will be produced and updated monthly and includes the following reports:
- Costs Status Report representing the budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Change Orders and Construction Change Directive for each subcontract which when added to the base commitment will become the total commitment. Pending Change Orders also will be shown to produce the total estimated probable cost to complete the Work.



- A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- A Detailed Status Report showing the complete activity history of each item in the Project accounting structure and includes an earned value graph. It shall include the budget, estimate, and base commitment figures for each subcontract. It shall give the Change Order history, including Change Order numbers, description, proposed and approved dollar amounts. It also shall show all pending or rejected Change Orders.
- A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- A Job Ledger shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

## ATTACHMENT B

CITY OF MIAMI

DEPARTMENT OF CAPITAL IMPROVEMENTS  
444 NW 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33130

### SUBSTANTIAL COMPLETION INSPECTION

Date of Inspection:

Re-Inspection No.:

#### ***Project Information***

Project No.:

Project Name:

Project Location:

Contractor's Name:

#### ***Representation***

City of Miami \_\_\_\_\_

User Agency: \_\_\_\_\_

Contractor: \_\_\_\_\_

#### ***Inspection***

Based on the request of the Contractor a substantial completion inspection was conducted, which resulted in the following:

- No punch list created. By signing below the City acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as the Notice of Final Completion. Project Close Out and final payment is subject to the submittal of all required documentation.
  
- The punch list items as stated on the punch list form are of a nature that will allow beneficial occupancy on the premises and the punch list is issued as a final punch list, subject to re-inspection by the City. By signing below the City acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as a partial acceptance and notification of substantial completion. Final Acceptance shall be issued subsequent to completion and re-inspection of the punch list items. Project Close Out and final payment is subject to the punch list re-inspection and the submittal of all required documentation.

- The punch list items listed are of a nature that precludes beneficial occupancy of the premises. Substantial completion is denied at this time. Items on the punch list must be completed and the Contractor must request another Substantial Completion Inspection,

The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List shall relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the City

All punch list items must be completed on or before the mutually agreed upon date of

\_\_\_\_\_

Contractor

City of Miami

Consultant

Accepted By:

Approved By:

Approved By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature





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Punch List developed and agreed to by:

Project Manager: \_\_\_\_\_

Contractor: \_\_\_\_\_

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



## ATTACHMENT D

### CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:  
(name, address)

CONSULTANT:

AGREEMENT NUMBER:

TO (City):

CONSTRUCTION MANAGER:

AGREEMENT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Agreement has been reviewed and found to be substantially complete and all documents required to be submitted by Construction Manager under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as \_\_\_\_\_

#### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Construction Work or portion thereof designated by City is the date certified by Consultant and/or Director when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by City. A Certificate of Occupancy/Completion must be issued for Substantial Completion to be achieved.

A list of items to be completed or corrected, prepared by Consultant and approved by City is attached hereto. The failure to include any items on such list does not alter the responsibility of Construction Manager to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

\_\_\_\_\_  
Consultant BY \_\_\_\_\_ Date

In accordance with Agreement, Contractor will complete or correct the work on the list of items attached hereto within \_\_\_\_\_ from the above Date of Substantial Completion.

\_\_\_\_\_  
Consultant BY \_\_\_\_\_ Date

City, through the Director, accepts the Work or portion thereof designated by City as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

City of Miami, Florida \_\_\_\_\_  
By Director Date

\_\_\_\_\_  
The responsibilities of City and Construction Manager for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:





**FORM OF PERFORMANCE BOND** (Page 1 of 3)

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called Construction Manager, and \_\_\_\_\_, as Surety, are bound to the City of Miami, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Construction Manager and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into this Agreement, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Construction Manager:

1. Performs the Agreement between Construction Manager and City for construction of \_\_\_\_\_, the Agreement being made a part of this Bond by reference, at the times and in the manner prescribed in the Agreement; and
2. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Construction Manager under the Agreement; and
3. Performs the guarantee of all Construction Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Construction Manager shall be, and declared by City to be, in default under the Agreement, City having performed City obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

00710. FORM OF PERFORMANCE BOND (Page 2 of 3)

- 3.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Agreement or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the GMP; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the GMP," as used in this paragraph, shall mean the total amount payable by City to Construction Manager under the Agreement and any amendments thereto, less the amount properly paid by City to Construction Manager.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FORM OF PERFORMANCE BOND** (Page 3 of 3)

WITNESSES:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSURANCE COMPANY:

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

**FORM OF PAYMENT BOND** (Page 1 of 3)

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called Construction Manager, and \_\_\_\_\_, as Surety, are bound to the City of Miami, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Construction Manager and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Construction Manager has by written agreement entered into this Agreement, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Construction Manager:

1. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains because of default by Construction Manager under the Agreement; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Agreement;

THEN CONSTRUCTION MANAGER 'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Construction Manager and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Construction Manager and who has not received payment for its labor, materials, or supplies shall, within ninety

**FORM OF PAYMENT BOND** (Page 2 of 3)

(90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Construction Manager and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

- 2.3. No action for the labor, materials, or supplies may be instituted against Construction Manager or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.
- 2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95.11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Construction Manager

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By:

\_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FORM OF PAYMENT BOND** (Page 3 of 3)

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

DRAFT 6-13

**PERFORMANCE AND PAYMENT GUARANTY FORM**

**UNCONDITIONAL/IRREVOCABLE LETTER OF CREDIT: (Page 1 of 2)**

Date of Issue \_\_\_\_\_

Issuing Bank's No. \_\_\_\_\_

Beneficiary:

City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Miami, Florida 33130

Applicant:

Amount: \_\_\_\_\_  
in United States Funds

Expiry:  
(Date)

Agreement Number \_\_\_\_\_

We hereby authorize you to draw on \_\_\_\_\_  
(Bank, Issuer name)

at \_\_\_\_\_ by order  
(branch address)

of and for the account of \_\_\_\_\_  
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of \_\_\_\_\_ available by your drafts at sight, accompanied by:

1. A signed statement from the City Manager or his authorized designee, that the drawing is due to default in performance of certain obligations on the part of \_\_\_\_\_ (Construction Manager, applicant, customer) agreed upon by and between the City of Miami, Florida and \_\_\_\_\_ (contractor, applicant, customer), pursuant to Bid/Contract No. \_\_\_\_\_ for \_\_\_\_\_ (name of project) and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than \_\_\_\_\_  
(expiration date)

**PERFORMANCE AND PAYMENT GUARANTY FORM**

**UNCONDITIONAL/IRREVOCABLE LETTER OF CREDIT: (Page 2 of 2)**

Drafts must bear the clause: "Drawn under Letter of Credit No. \_\_\_\_\_ (Number), of \_\_\_\_\_ (Bank name) dated \_\_\_\_\_.

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City of Miami with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to the City that this Letter of Credit will expire prior to performance of the Construction Manager's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the \_\_\_\_\_ (contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

\_\_\_\_\_  
Authorized Signature



**IN WITNESS WHEREOF**, the parties have set their hands and seals on the day and year first above written.

**“City”**

City Of Miami, a municipal corporation

ATTEST:

\_\_\_\_\_  
Priscilla A. Thompson, City Clerk

By: \_\_\_\_\_  
Joe Arriola, City Manager

**“Contractor”**

Pirtle Construction Company,  
a Florida corporation

ATTEST:

\_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Print Name:  
Title:

APPROVED AS TO FORM AND  
CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

\_\_\_\_\_  
Risk Management Administrator  
Dania Carrillo

DRAFT 6-13

THE CITY REQUIRES FOUR (4) FULLY-EXECUTED AGREEMENTS, FOR DISTRIBUTION.

**GMP AMENDMENT TO AGREEMENT  
BETWEEN THE CITY AND CONSTRUCTION MANAGER AT RISK CONTRACTOR**

Pursuant to the Agreement dated \_\_\_\_\_, between the City and Pirtle Construction Company (CM) for the construction of the Little Haiti Park Cultural Center, the City and CM hereby agree to amend and modify by this Amendment and establish a Guaranteed Maximum Price (GMP) and time for completion of the Construction Phase as set forth below:

1. Cm's GMP for the Construction Phase of the Work shall be \_\_\_\_\_  
(\$ \_\_\_\_\_)
2. The Construction Manager's Fee for the Construction Phase of the Work is hereby established as a lump sum amount of \_\_\_\_\_ (\$ \_\_\_\_\_), and said lump sum amount is included within the above stated GMP.
3. The General Conditions expenses for the Construction Phase of the Work are hereby established as a lump sum amount of \_\_\_\_\_ (\$ \_\_\_\_\_), and said lump sum amount is included in the above stated GMP. CM acknowledges and agrees that the City shall have no liability for any General Condition expenses beyond payment of the above noted lump sum and CM agrees that it shall not be entitled to receive any additional compensation from the City for the General Conditions beyond the lump sum amount unless expressly adjusted by a Change Order.
4. Monthly installment payments of the GMP shall be based upon the percentage of completion of the portion of Work completed and accepted by the City for the preceding month.
5. Direct reimbursements allowed under the Agreement shall be made upon submission of proof of payment by the CM.
6. The City has established a contingency fund in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for this project. The CM has no right or entitlement to the contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by the City. Any contingency funds remaining at the completion of the Project will be credited from the GMP.
7. If at the time final payment is made to the CM for the Construction Phase of the Work the total cost has been increased by approved Change Orders in an amount causing the original GMP as set forth in this Amendment to be exceeded by more than \_\_\_\_\_ (\$ \_\_\_\_\_), then the CM shall be entitled to an increase in the Construction Manager's Fee in the amount of \_\_\_\_\_ (%) of the amount exceeding the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).
8. CM acknowledges that this Agreement includes Work for trench excavation and that the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act apply. CM certifies that the required trench safety standards will be in effect during the Work.
9. The amount of \_\_\_\_\_ (\$ \_\_\_\_\_) has been separately identified for the cost of compliance with the required trench safety standards and said amount is included within the GMP.
10. The Construction Phase commencement date (Commencement) for the Work is \_\_\_\_\_. The total time for performance of the Work from Commencement through the date required for Substantial Completion is \_\_\_\_\_ (\_\_\_\_) days (Construction Time). The Substantial Completion date is therefore established as \_\_\_\_\_.
11. Pursuant to this Agreement, the parties have established a liquidated damages rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and CM responsibility to complete the Work with the Construction Time. Accordingly, the liquidated damages rate established in the Agreement shall be assessed from CM for each

calendar day CM fails to achieve Substantial Completion for the Construction Phase within the Construction Time.

12. Except as modified herein, the term and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, the City and the CM agree that the terms of this Amendment shall take precedence.

DRAFT 6-13



**MATERIALS PURCHASED AND  
STORED AT PROJECT SITE**

TO: City's Project Manager or Consultant's Name  
City's Project Manager or Consultant's Title

FROM: Contractor's Project Manager or Consultant's Name  
Contractor's Project Manager or Consultant's Title

---

**Project Information**

Project Number: Payment Application No.:

Project Title:

Project Address/Location:

Material Information

This document is submitted in accordance with Contract (contract number) and accompanies payment request/invoice number (number) for the purposes of payment of materials or equipment purchase exclusively for use on the above reference Project and stored at the Project Site.

The undersigned stipulates that the following described material(s) has/have been purchased/fabricated for the exclusive use in this Project:

(describe all materials purchased or fabricated)

The material is to be stored at the Project Site and physically identified as City property for use only on the above named Project. The City shall inspect, check, or audit, the materials stored on site. It is expressly understood and agreed that these actions are solely for the purpose of payment for the above materials before payment is approved for materials and/or equipment. The City shall only pay for the cost of the materials and shall not pay any indirect cost, profit or other direct costs including the installation of the materials or equipment.

All materials shall be stored in accordance with the manufacturer's instructions. It is further understood that payment made on account of said materials not incorporated in the Work does not relieve the Contractor from the responsibility for proper insurance coverage and transportation to the site, or for replacing said materials that may be subsequently damaged, lost, or rejected for non-compliance with the Contract prior to or during installation, or prior to final acceptance by the City.

**Contractor Information**

Name of Contractor: Date:

Signature: Title:

cc:

---

Date Received: Received By:

**GMP AMENDMENT TO AGREEMENT  
BETWEEN THE CITY AND CONSTRUCTION MANAGER AT RISK CONTRACT**

**FILE**  
**ORIGINAL**

Pursuant to the Agreement dated January 3<sup>rd</sup> 2006 between the City of Little Haiti and Pirtle Construction Company (CM) for the construction of **STAGE I** of the Little Haiti Cultural Center, the City and CM hereby agree to amend and modify by this Amendment and establish a Guaranteed Maximum Price (GMP) for Construction – **STAGE I** and time for completion of the Construction Phase as set forth below:

*Stage I*

1. CM's GMP for the ~~Construction Phase~~ of the Work shall be Five Million and 00/100 (\$5,000,000.00)
2. The Construction Manager's Fee for the Construction **STAGE I** of the Work is hereby established as a lump sum amount of Three Hundred Sixty One Thousand Six Hundred and 00/100 (\$361,600.00), and said lump sum amount is included within the above stated GMP.
3. The General Conditions expenses for the Construction **STAGE I** of the Work are hereby established as a lump sum amount of Seven Hundred Fourteen Thousand Five Hundred Sixty Three and 00/100 (\$714,563.00), and said lump sum amount is included in the above stated GMP. CM acknowledges and agrees that the City shall have no liability for any General Condition expenses beyond payment of the above noted lump sum and CM agrees that it shall not be entitled to receive any additional compensation from the City for the General Conditions beyond the lump sum amount unless expressly adjusted by a Change Order.
4. Monthly installment payments of the GMP shall be based upon the percentage of completion of the portion of Work completed and accepted by the City for the preceding month.
5. Direct reimbursements allowed under the Agreement shall be made upon submission of proof of payment by the CM.
6. The City has established a contingency fund in the amount of Zero Dollars (\$0.00) for this project. The CM has no right or entitlement to the contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by the City. Any contingency funds remaining at the completion of the Project will be credited from the GMP.
7. ~~If at the time final payment is made to the CM for the Construction **STAGE I** of the Work the total cost has been increased by approved Change Orders in an amount causing the original GMP as set forth in this Amendment to be exceeded by more than (\$ \_\_\_\_\_), then the CM shall be entitled to an increase in the Construction Manager's Fee in the amount of Fifteen percent (15%) of the amount exceeding the sum of (\$ \_\_\_\_\_).~~
8. CM acknowledges that this Agreement includes Work for trench excavation and that the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act apply. CM certifies that the required trench safety standards will be in effect during the Work.
9. The amount of Five Thousand and 00/100 (\$5,000.00) has been separately identified for the cost of compliance with the required trench safety standards and said amount is included within the GMP.
10. The Construction **STAGE I** commencement date (Commencement) for the Work is within 30 days. The total time for performance of the Work from Commencement through the date required for Substantial Completion is Four Hundred Twenty Five (425) days (Construction Time). The Substantial Completion date is therefore established as 425 days from Commencement.
11. Pursuant to this Agreement, the parties have established a liquidated damages rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and CM

responsibility to complete the Work with the Construction Time. Accordingly, the liquidated damages rate established in the Agreement shall be assessed from CM for each calendar day CM fails to achieve Substantial Completion for the Construction Phase with in the Construction Time.

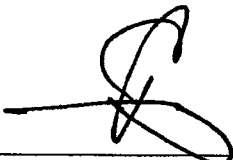
12. Except as modified herein, the term and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, the City and the CM agree that the terms of this Amendment shall take precedence.

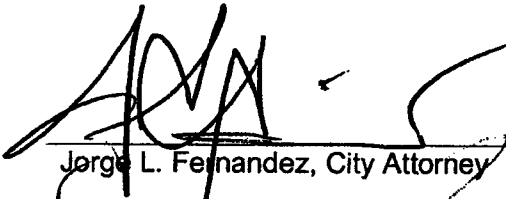
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**THE CITY OF MIAMI, FLORIDA**

THE CITY OF MIAMI, FLORIDA, a municipal Corporation of the State of Florida

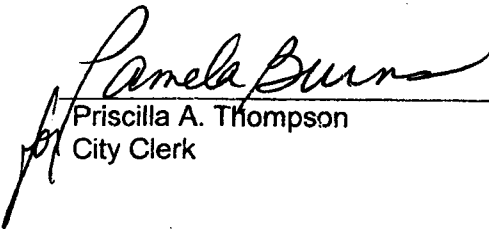
APPROVED AS TO FORM AND CORRECTNESS FOR THE USE AND RELIANCE OF THE CITY OF MIAMI, FLORIDA, ONLY

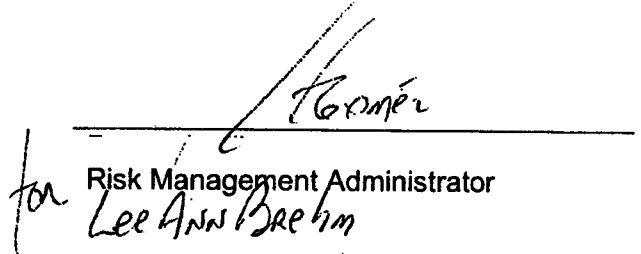
By:   
Pedro G. Hernandez, City Manager

  
Jorge L. Fernandez, City Attorney *als*

ATTEST:

APPROVED AS TO INSURANCE REQUIREMENTS:

 10-27-06  
Priscilla A. Thompson  
City Clerk

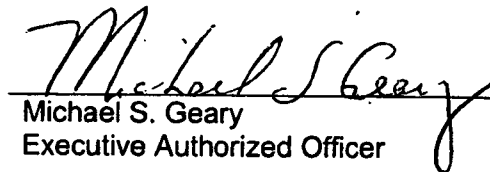
  
for Risk Management Administrator  
Lee Ann Brehm

**Pirtle Construction Company**

ATTEST:

Pirtle Construction Company

  
Corporate or Company Secretary  
Suzanne Mannelto

  
Michael S. Geary  
Executive Authorized Officer

Affix Corporate/Company Seal

Date: 8/13/06

|  |  |   |                                      |
|--|--|---|--------------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>  |  | OP ID VB<br>JAMESC2   | DATE (MM/DD/YYYY)<br>09/11/06        |
| PRODUCER<br>InSource, Inc.<br>9500 South Dadeland Blvd., #200<br>P.C. Box 561567<br>Miami FL 33256-1567<br>Phone: 305-670-6111 Fax: 305-670-9699 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                                      |
| INSURED  |  | INSURERS AFFORDING COVERAGE   | NAIC #                               |
| James B Firtle Construction Company, Inc.<br>4740 Davie Road<br>Davie FL 33314   |  | INSURER A   | Virginia Society Company, Inc. 40827 |
|  |  | INSURER B   | American Guaranty & Liability        |
|  |  | INSURER C   | Steadfast Insurance Company          |
|  |  | INSURER D   |                                      |
|  |  | INSURER E   |                                      |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADDL INSPD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS   |
|----------|------------|---|---------------|------------------------------------|-------------------------------------|--|
| A        | X          | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCJF<br>GENL AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> JEST <input type="checkbox"/> LOC | 4CG50219402   | 01/01/06                           | 01/01/07                            | EACH OCCURRENCE \$ 1000000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000<br>MED EXP (Any one person) \$ 5000<br>PERSONAL & ADV INJURY \$ 1000000<br>GENERAL AGGREGATE \$ 2000000<br>PRODUCTS - COMP/OP AGG \$ 2000000     |
| A        | X          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | 4CA50219302   | 01/01/06                           | 01/01/07                            | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$ |
|          |            | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |
| B        |            | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ C  | AUC296616906  | 01/01/06                           | 01/01/07                            | EACH OCCURRENCE \$ 10000000<br>AGGREGATE \$ 10000000   |
| A        |            | WORKERS COMPENSATION AND EMPLOYERS LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe limits:<br>SPECIAL PROVISIONS below   | 4CW50219502   | 01/01/06                           | 01/01/07                            | <input checked="" type="checkbox"/> W/C STAT-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E... EACH ACCIDENT \$ 500000<br>E... DISEASE - EA EMPLOYEE \$ 500000<br>E... DISEASE - POLICY LIMT \$ 500000                           |
| X        |            | OTHER<br>Professional Liability   | 4CW50219502   | 01/01/06                           | 01/01/07                            | Ea. Claim 1000000<br>Aggregate 1000000   |

APPROVED 9/11/06 [Signature]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 days notice of cancellation applies to non-payment of premium.  
 The City of Miami is included as Additional Insured on the General Liability and the Auto Liability policies where required by written contract.  
 RE: Little Haiti Cultural Center

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>MIAMI-7<br><br>City of Miami<br>444 SW 2 Avenue<br>Miami, FL 33130 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <span style="float: right;">30*</span> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|



**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CORPORATE RESOLUTION**

WHEREAS, James B. Pirtle Construction Company, Inc., desires to enter into a GMP Amendment for Stage I of the Little Haiti Cultural Center Project (Amendment No. 1) with the City of Miami for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Executive Vice President,  
(type title of officer)

Michael S. Geary, is hereby authorized  
(type name of officer)

and instructed to enter into Amendment No. 1, in the name and on behalf of this corporation, with the City of Miami upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 9 day of September, 2006.

Michael S. Geary  
Michael S. Geary  
Authorized Officer

Suzanne Manna  
Suzanne Manna  
Corporate Secretary

(Corporate Seal)



# City of Miami

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

## Master Report

Resolution R-05-0688

**File ID #:** 05-01275

**Enactment Date:** 11/17/05

**Version:** 2

**Controlling Office of the City**  
**Body:** Clerk

**Status:** Passed

**Title:** A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH PIRTLE CONSTRUCTION COMPANY, FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE "LITTLE HAITI PARK CULTURAL COMPLEX, PROJECT NO. B-30295," IN AN AMOUNT NOT TO EXCEED \$5,060,000, CONSISTING OF \$60,000, FOR PRE-CONSTRUCTION SERVICES AND A GUARANTEED MAXIMUM PRICE FOR STAGE I OF CONSTRUCTION SERVICES AS DESCRIBED IN "EXHIBIT 1," IN AN AMOUNT NOT TO EXCEED \$5,000,000; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE A GUARANTEED MAXIMUM PRICE FOR STAGE II OF CONSTRUCTION SERVICES, SUBJECT TO SUBSEQUENT APPROVAL BY THE CITY COMMISSION; ALLOCATING FUNDS FROM B-30295, CAPITAL IMPROVEMENT PROJECT NO. 331412, FOR SAID PURPOSE.

**Reference:**

**Introduced:** 11/1/05

**Name:** Agmt. w/ Pirtle Construction Company - Little Haiti Park Cultural Complex Project

**Requester:** Department of Capital  
Improvement  
Programs/Transportati  
on

**Cost:**

**Final Action:** 11/17/05

**Notes:**

**Sections:**

**Indexes:**

**Attachments:** 05-01275 Legislation.pdf, 05-01275 Exhibit 1.pdf, 05-01275 Exhibit 2.pdf, 05-01275 Exhibit 3.pdf, 05-01275 Exhibit 4.pdf, 05-01275 Exhibit 5.pdf, 05-01275 Exhibit 6.pdf, 05-01275 Exhibit 7.pdf, 05-01275 Exhibit 8.pdf, 05-01275 Exhibit 9.pdf, 05-01275 Exhibit 10.pdf, 05-01275 Exhibit 11.pdf, 05-01275 Summary Form.pdf, 05-01275 Detailed Revenue Project.pdf

### Action History

| Ver. | Acting Body                 | Date     | Action                | Sent To | Due Date | Returned | Result |
|------|-----------------------------|----------|-----------------------|---------|----------|----------|--------|
| 2    | Office of the City Attorney | 11/10/05 | Reviewed and Approved |         |          |          |        |

# PIRTLE CONSTRUCTION COMPANY

A DIVISION OF JAMES B. PIRTLE CONSTRUCTION Co., INC.  
DESIGN BUILDERS • CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

---

4740 DAVIE ROAD • DAVIE, FLORIDA 33314 • BROWARD (954) 797-0410 • DADE (305) 944-2262 • FAX (954) 797-6330

Thursday, October 26, 2006

COM-003  
HAND

CITY OF MIAMI  
444 SW 2nd Avenue  
Miami, FL 33130

Attn: Pedro G. Hernandez, City Manager

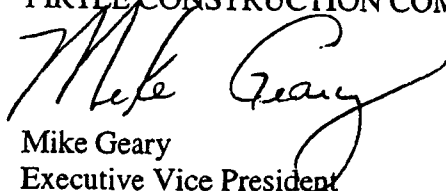
Re: **LITTLE HAITI CULTURAL CENTER – B-32095**  
**JOSE MARTI PARK GYMNASIUM - B-35857**  
**CITY COMMISSION APPROVAL OF STAGE 2**

Dear Mr. Hernandez:

As agreed, Pirtle Construction has executed the Stage 1 contracts for the Little Haiti Cultural Center and the Jose Marti Park Gymnasium with the full understanding that construction operations on each of the projects will not begin until the Stage 2 is approved by the City Commission and the related amendment is fully executed. At the time that the City Commission approves Stage 2, Pirtle Construction will provide the performance bond and all required insurance to the City of Miami.

If you should have any questions concerning this issue please do not hesitate to contact me.

Very truly yours,  
PIRTLE CONSTRUCTION COMPANY



Mike Geary  
Executive Vice President

MG/mjd  
cc: Gary Fabrikant/City of Miami

**GMP AMENDMENT TO AGREEMENT  
BETWEEN THE CITY AND CONSTRUCTION MANAGER AT RISK CONTRACTOR**

Pursuant to the Agreement dated January 3, 2006, between the City and Pirtle Construction Company (CM) for the construction of **STAGE 2** of the Little Haiti Cultural Center, the City and CM hereby agree to amend and modify by this Amendment and establish a Guaranteed Maximum Price (GMP) for Construction – **STAGE 2** and time for completion of the Construction Phase as set forth below:

- 1 CM's GMP for the **STAGE 2** Phase of the Work shall be Eight Million Nine Hundred Thousand and 00/100 (\$8,900,000.00) as specifically set forth in the proposal dated June 20, 2006 which is incorporated herein by reference.
- 2 The Construction Manager's Fee for the Construction **STAGE 2** of the Work is hereby established as a lump sum amount of Six Hundred Forty Two Thousand Eight Hundred Forty Four and 00/100 (\$642,844.00), and said lump sum amount is included within the above stated GMP.
- 3 The General Conditions expenses for the Construction **STAGE 2** of the Work are hereby established as a lump sum amount of Five Hundred Thirteen Thousand Six Hundred Twenty Six and 00/100 (\$513,626.00), and said lump sum amount is included in the above stated GMP. CM acknowledges and agrees that the City shall have no liability for any General Condition expenses beyond payment of the above noted lump sum and CM agrees that it shall not be entitled to receive any additional compensation from the City for the General Conditions beyond the lump sum amount unless expressly adjusted by a Change Order.
- 4 Monthly installment payments of the GMP shall be based upon the percentage of completion of the portion of Work completed and accepted by the City for the preceding month.
- 5 Direct reimbursements allowed under the Agreement shall be made upon submission of proof of payment by the CM.
- 6 The City has established a contingency fund in the amount of Seven Hundred Forty Five Thousand Three Hundred Sixty Two and 00/100 (\$745,362.00) for this project. The CM has no right or entitlement to the contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by the City. Any contingency funds remaining at the completion of the Project will be credited from the GMP.
- 7 If at the time final payment is made to the CM for the Construction **STAGE 2** of the Work the total cost has been increased by approved Change Orders in an amount causing the original GMP as set forth in this Amendment to be exceeded by more than Fifty Thousand and 00/100 (\$50,000.00), then the CM shall be entitled to an increase in the Construction Manager's Fee in the amount of Fifteen percent (15%) of the amount exceeding the sum of Fifty Thousand and 00/100 (\$ 50,000.00).
- 8 CM acknowledges that this Agreement includes Work for trench excavation and that the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act apply. CM certifies that the required trench safety standards will be in effect during the Work.
- 9 The amount of Five Thousand and 00/100 (\$5,000.00) has been separately identified for the cost of compliance with the required trench safety standards and said amount is included within the GMP.
- 10 The Construction **STAGE 2** commencement date (Commencement) for the Work is within 30 days. The total time for performance of the Work from Commencement through the date required for Substantial Completion is Four Hundred Twenty Five (425) days (Construction Time). The Substantial Completion date is therefore established as 425 days from Commencement.
- 11 Pursuant to this Agreement, the parties have established a liquidated damages rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and CM responsibility to complete the Work with the Construction Time. Accordingly, the liquidated damages rate established in the Agreement shall be assessed from CM for each calendar day CM fails to achieve Substantial Completion for the Construction Phase with in the Construction Time.
- 12 Except as modified herein, the term and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, the City and the CM agree that the terms of this Amendment shall take precedence.

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

**THE CITY OF MIAMI, FLORIDA**

THE CITY OF MIAMI, FLORIDA, a municipal Corporation of the State of Florida

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

\_\_\_\_\_  
By: Pedro G. Hernandez, City Manager

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

ATTEST:

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Priscilla A. Thompson, City Clerk

\_\_\_\_\_  
LeeAnn Brehm, Risk Management Administrator

**Pirtle Construction Company**

ATTEST:

Pirtle Construction Company

\_\_\_\_\_  
Corporate or Company Secretary,  
Suzanne Mannelta

\_\_\_\_\_  
Executive Authorized Officer,  
Michael S. Geary

*Affix Corporate/Company Seal*

*Date:*



# PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP

NON-CIP

Date Prepared:

**DRAFT VERSION:**

**ORIGINAL**

NEW PROJECT  PROGRAM  AREA

|                             |                  |                               |  |
|-----------------------------|------------------|-------------------------------|--|
| PROJECT NAME:               |                  | PROJECT NO:                   |  |
| ADDRESS / LOCATION:         |                  | DISTRICT:                     |  |
| PROJECT TEAM:               |                  | PROJECT CONTRACTED COST: \$ - |  |
| CATEGORY:                   |                  | PROJECT EST. COST: \$ -       |  |
| CLIENT DEPT:                |                  | CURRENT FUNDS: \$ -           |  |
| CLIENT CONTACT:             |                  | FUTURE FUNDS: \$ -            |  |
| DESIGN MANAGER:             |                  | FUND SHORTFALL:               |  |
| CONSTR. MANAGER:            |                  | PROCUREMENT:                  |  |
| EST. DESIGN START: 01/01/06 | EST. BID ADV.:   | EST. CONSTRUCTION START:      |  |
| EST. DESIGN END: 01/12/06   | EST. AWARD DATE: | EST. CONSTRUCTION END:        |  |

|  |  |   |              |      |                                     |                         |   |                          |
|--|--|---|--------------|------|-------------------------------------|-------------------------|---|--------------------------|
| PROJECT ESTIMATED AND ACTUAL COSTS         | <b>PRODUCTION PHASE (3-DES)</b>                        |   | <b>DRAFT</b> |      | <b>% of Const</b>                   | <b>Estimated Design</b> | <b>% of Const.</b>  | <b>Contracted Design</b> |
|  | Prime Consultant:                                      |   | CODE         |      |                                     |                         |   |                          |
|  | 1  | Outside Consultant - Basic Design Fee           | 01.01        |      | 0.0%                                |                         | 0.0%  |                          |
|  | 2  | Outside Consultant - Additional Design Services | 01.01        |      | 0.0%                                |                         | 0.0%  |                          |
|  | 3  | CIP In-House - Basic Design Fee                 | 01.02        |      | 0.0%                                |                         | 0.0%  |                          |
|  | 4  | CIP - Production Management                     | 01.02        |      | 5.0%                                | \$ -                    | 0.0%  |                          |
|  | 5  | General Production Phase Contingency            | 01.01        |      | 0.0%                                |                         | 0.0%  | \$ -                     |
|  | 6  |   |              |      |                                     |                         |   |                          |
|  | 7  |   |              |      |                                     |                         |   |                          |
|  | 8  |   |              |      |                                     |                         |   |                          |
|  | 9  |   |              |      |                                     |                         |   |                          |
|  | 10   |   |              |      |                                     |                         |   |                          |
|  | <b>PRODUCTION TOTALS</b>                               |   |              |      |                                     | <b>Estimated</b>        |   | <b>Contracted</b>        |
|  |  |   |              | \$   | -                                   | \$                      | -   |                          |
| <b>CONSTRUCTION PHASE (4-CON)</b>          |  | <b>DRAFT</b>                                    |              |      |                                     |                         |   |                          |
| Prime Contractor:                          |  | CODE  |              |      | <b>Estimated Construction by PM</b> |                         | <b>Contracted Construction (Formal Bid, Informal Bid or JOC Method)</b> |                          |
| 1  | Construction Cost (Prime Contractor)                   |   |              |      |                                     |                         |   |                          |
| 2  | Construction Contingency Allowance                     |   |              | 0.0% |                                     | 0.0%                    | \$ -  |                          |
| 3  | Additional Services / Change Orders(Prime Contractor)  |   |              |      |                                     |                         |   |                          |
| 4  |  |   |              |      |                                     |                         |   |                          |
| 5  |  |   |              |      |                                     |                         |   |                          |
| 6  |  |   |              |      |                                     |                         |   |                          |
| 7  |  |   |              |      |                                     |                         |   |                          |
| 8  |  |   |              |      |                                     |                         |   |                          |
| <b>CONSTRUCTION TOTALS</b>                 |  |   |              |      | <b>Estimated</b>                    |                         | <b>Contracted</b>   |                          |
|  |  |   |              | \$   | -                                   | \$                      | -   |                          |
| <b>CONSTRUCTION ADMINISTRATION (8-CEO)</b> |  | CODE  |              |      | <b>Estimated CEO</b>                |                         | <b>Contracted CEO</b>   |                          |
| 1  | Construction Engineering Observation (CEO)Consultant   |   |              | 0.0% |                                     | 0.0%                    |   |                          |
| 2  | Construction Engineering ObservationCIP/Transportation |   |              |      |                                     | 0.0%                    |   |                          |
| 3  | JOC Administration - The Gordian Group (Always 1.5%)   |   |              | 0.0% | \$ -                                | 0.0%                    | \$ -  |                          |
| <b>CONSTRUCTION ADMINISTRATION TOTALS</b>  |  |   |              |      | <b>Estimated</b>                    |                         | <b>Contracted</b>   |                          |
|  |  |   |              | \$   | -                                   | \$                      | -   |                          |
| <b>ADMINISTRATIVE EXPENSES (6-ADM)</b>     |  | CODE  |              |      | <b>Estimated ADMIN</b>              |                         | <b>Contracted ADMIN</b>   |                          |
| 1  | CIP Department (Mgmt./Budget/Procurement/Comm.):       |   |              | 5.0% | \$ -                                | 0.0%                    |   |                          |
| <b>ADMINISTRATIVE EXPENSES TOTALS</b>      |  |   |              |      | <b>Estimated</b>                    |                         | <b>Contracted</b>   |                          |
|  |  |   |              | \$   | -                                   | \$                      | -   |                          |

| ADDITIONAL PROJECT TASKS        |   | DRAFT | CODE | Estimated TASKS  | Contracted TASKS  |
|---------------------------------|---|-------|------|------------------|-------------------|
| 1                               | EQUIPMENT (5-EQU):                                |       |      |                  |                   |
| 2                               | PLANNING (2-PLN):                                 |       |      |                  |                   |
| 3                               | ACQUISITION EXPENSES (1-LAQ) <u>Land</u> :        |       |      |                  |                   |
| 4                               | ACQUISITION EXPENSES (1-LAQ) <u>Transaction</u> : |       |      |                  |                   |
| 5                               | PROGRAM MANAGEMENT (0-MGT):                       |       |      |                  |                   |
| ADDITIONAL PROJECT TASKS TOTALS |   |       |      | Estimated        | Contracted        |
|                                 |   |       |      | \$ -             | \$ -              |
| <b>PROJECT GRAND TOTAL</b>      |   |       |      | <b>Estimated</b> | <b>Contracted</b> |
|                                 |   |       |      | \$ -             | \$ -              |

|               |  |        |        |        |        |
|---------------|--|--------|--------|--------|--------|
| PROJECT SCOPE |  |        |        |        |        |
|               | Operating Cost Associated with Project | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 |
|               |  |        |        |        |        |

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

| FUND SOURCES | AWARD NAME AND NUMBER   |                                      | AVAILABLE             | FUTURE           |
|--------------|-------------------------|--------------------------------------|-----------------------|------------------|
|              |                         | HD Dist 4 Neighb QOL Series 1 - 1085 | Please See Note Above |                  |
|              |                         |                                      |                       |                  |
|              |                         |                                      |                       |                  |
|              |                         |                                      |                       |                  |
|              |                         |                                      |                       |                  |
|              |                         |                                      |                       |                  |
|              |                         |                                      |                       |                  |
|              |                         |                                      |                       |                  |
|              | <b>FUND GRAND TOTAL</b> | \$ -                                 | <b>ACTUAL</b>         | <b>PROJECTED</b> |
|              |                         |                                      | \$ -                  | \$ -             |

|            |   |  |           |       |
|------------|---|--|-----------|-------|
| VALIDATION | Initiated by: <u>#N/A</u>                           | Project Manager  | Signature | Date: |
|            | Approved by: _____                                  | Senior Project Manager   | Signature | Date: |
|            | Reviewed by: <u>Yvette Maragh</u>                   | CIP Budget Administrator   | Signature | Date: |
|            | Verified by: <u>Roger Hatton / Program Controls</u> |  | Initials  |       |
|            | Accepted by: _____                                  | Director :   | Signature | Date: |
|            |   | ORIGINAL TO: <u>Melanie Whitaker / Industry Partner / 10th Floor South Conference Room</u> |           |       |

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



| Project No.  | Title                                | Spent to Date |                   |
|--------------|--------------------------------------|---------------|-------------------|
| B-60465      | Dinner Key Fuel Dock                 | \$            | 75,602.75         |
| B-30304      | Shenandoah Daycare                   | \$            | 72,000.00         |
| B-35834      | Sewell Park Restroom/Office Facility | \$            | 46,676.73         |
| B-30291      | Athalie Range #1 Mini Park           | \$            | 96,236.00         |
| B-35856      | Henderson Park New Bathroom          | \$            | 32,879.00         |
| B-30172      | Roberto Clemente Rec Bldg*           | \$            | 186,833.22        |
| <b>Total</b> |                                      | \$            | <b>510,227.70</b> |

Approx. amount spent on design for daycare.

\*Subsequent to commencement of construction, work had to be stopped due to extensive damage discovered during interior demolition. Project must be redesigned to replace the existing structure.

## **Homeland Defense Projects with Funding Issues, On Hold & Rescinded**

1. West End Water Playground– Funds had to be reallocated to the pool/building project and therefore the Splash Park will not be done.
2. Sewell Park Restroom/Park Bldg – Project on hold due to sewer line capacity.
3. Brentwood Village Project- was previously on hold and currently CIT is working on an interlocal agreement.
4. Roberto Clemente Park Building Project – condition of the building is requiring second series dollars to construct a new building. Funded with reallocations.
5. Ballet Gamonet- project canceled. No dollars were spent.
6. Jose Marti Water Playground-Dollars moved to the Gym project & project is canceled.
7. Model City Beautification Project- Rescinded because of a schedule change due to affordable housing project in the area.
8. Spring Garden Bridge Seybold Canal House- Project was canceled. Original funds were only for building and did not anticipate cost of seawall or site work. State grant application was denied.
9. Shenandoah Park Court Improvements-Canceled no explanation in minutes.
10. Shenandoah Playground Equipment- Canceled no explanation in minutes.
11. Shenandoah Site furnishing- Rescinded because of Shenandoah schedule in Parks Master Plan.
12. Lummas Landing Project- project was canceled.
13. Miami River Regulatory Guidelines Professional Consulting Services – paid consultants and the City has not implemented the guidelines. Orlando Toledo is scheduled to come to the 3/19/07 BOB Meeting.
14. Miami Circle Greenway Adjacent to Miami Circle – not moving forward due to the Department of State deficiencies in their original permit application that was submitted to the City's Building Department in May 2005. In May 2006 Brett Bibeau, MRC, updated the Board stating that the Department of State had submitted the additional information requested by the City's structural engineer and they were working in obtaining the required final permit.
15. Dinner Key Marina Fuel Dock – placed on hold due to the Coconut Grove Waterfront Master Plan Study.

HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND PROGRAM PROJECTS

| Job No. | CIP No. | Name   | Dist. | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls | Adjustment   |
|---------|---------|--|-------|-------------|-------------|-------------|-------------|------------|--------------|
| B60430  | 311711  | Antonio Maceo Park New Community Bldg.               | 1     |             | \$664,740   |             | \$664,740   |            | \$0          |
| B39912  | 311711  | D1 QOL Balance (Series 1 = \$5M)                     | 1     |             | \$0         |             | \$0         |            | \$0          |
| B60496  | 311711  | Grapeland Heights Park Site Development              | 1     |             | \$3,400,000 |             | \$3,400,000 |            | \$0          |
| B30105  | 311711  | Grapeland Park Comm. Recreation Facil. & Parking Lot | 1     |             | \$0         |             | \$0         |            | \$0          |
| B50686  | 311711  | NW 14th Street Improvements                          | 1     |             | \$800,000   |             | \$800,000   |            | \$0          |
| B30228  | 311711  | NW 19th Terr. Swale Restoration                      | 1     |             | \$135,260   |             | \$135,260   |            | \$0          |
| B30181  | 311711  | NW 20th Street Beautification                        | 1     |             | \$0         |             | \$0         |            | \$0          |
| B30136  | 311711  | Tamiami Canal Drive Street Improvements              | 1     |             | \$0         |             | \$0         |            | \$0          |
| B30386  | 326015  | Sewell Park Boat/Kayak Launch Area                   | 1     |             | \$0         | \$37,625    | \$37,625    |            | \$0          |
| B35801  | 331419  | Allapattah Mini Park Court Upgrades                  | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35800  | 331419  | Allapattah Mini Park Playground Equip.               | 1     |             | \$0         |             | \$0         |            | \$0          |
| B60430  | 331419  | Antonio Maceo Contribution to New Bldg.              | 1     |             | \$142,714   |             | \$142,714   | 50,000     | -\$50,000    |
| B60483  | 331419  | Curtis Park Bldg Renov./ NET Add'n. (Total=\$1.35M)  | 1     |             | \$248,343   |             | \$248,343   |            | \$0          |
| B30319  | 331419  | Curtis Park Bleachers & Press Box Renovations        | 1     |             | \$371,754   |             | \$371,754   |            | \$0          |
| B35807  | 331419  | Curtis Park Court Upgrades                           | 1     |             | \$0         |             | \$0         |            | \$0          |
| B-35802 | 331419  | Curtis Park Fencing Improvements                     | 1     |             | \$0         |             | \$0         |            | \$0          |
| B60492  | 331419  | Curtis Park Flo Jo Monument                          | 1     |             | \$16,240    |             | \$16,240    |            | \$0          |
| B35805  | 331419  | Curtis Park Irrigation System Upgrade                | 1     |             | \$0         | \$0         | \$0         |            | \$0          |
| B35808  | 331419  | Curtis Park Playground Equip. & Site Furnishings     | 1     |             | \$169,669   |             | \$169,669   |            | \$0          |
| B30068  | 331419  | Curtis Park Track                                    | 1     |             | \$83,678    |             | \$83,678    |            | \$0          |
| B35811  | 331419  | Curtis Park Turf Upgrades                            | 1     |             | \$63,157    |             | \$63,157    |            | \$0          |
| B-35803 | 331419  | Curtis Park Water Fountains                          | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35819  | 331419  | Duarte Park Ballfield Renovations                    | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35812  | 331419  | Duarte Park Bldg. Renovation                         | 1     |             | \$41,511    | \$189,977   | \$231,488   | 600,000    | -\$600,000   |
| B35814  | 331419  | Duarte Park Court Upgrades                           | 1     |             | \$0         | \$0         | \$0         |            | \$0          |
| B35813  | 331419  | Duarte Park Irrig. Sys./Sports Turf Upgrades         | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35818  | 331419  | Duarte Park Pkg Lot Improvements                     | 1     |             | \$43,819    |             | \$43,819    |            | \$0          |
| B35815  | 331419  | Duarte Park Site Furnishings                         | 1     |             | \$22,604    |             | \$22,604    |            | \$0          |
| B30080  | 331419  | Duarte Park Splash Park                              | 1     |             | \$260,000   |             | \$260,000   |            | \$0          |
| B35816  | 331419  | Duarte Playground Equipment                          | 1     |             | \$64,708    |             | \$64,708    |            | \$0          |
| B35817  | 331419  | Duarte Walkways / ADA                                | 1     |             | \$60,157    |             | \$60,157    |            | \$0          |
| B30316  | 331419  | Fern Isle Park Improvements                          | 1     |             | \$300,000   |             | \$300,000   | 150,000    | -\$150,000   |
| B35821  | 331419  | Fern Isle Park Improvements                          | 1     |             | \$0         |             | \$0         |            | \$0          |
| B60496  | 331419  | Grapeland Heights Park Site Development              | 1     | \$3,725,322 | \$1,712,808 |             | \$1,712,808 | 1,000,000  | -\$1,000,000 |
| B30105  | 331419  | Grapeland Park Comm. Recreation Facil. & Parking Lot | 1     | \$0         |             |             | \$0         |            | \$0          |
| B35827  | 331419  | Grapeland Park Site Furnishings                      | 1     |             | \$25,000    |             | \$25,000    |            | \$0          |
| B35832  | 331419  | Kinloch Park Comm. Rec. Bldg Improv.                 | 1     |             | \$682,251   |             | \$682,251   | 52,000     | -\$52,000    |
| B35831  | 331419  | Kinloch Park Court Upgrades                          | 1     |             | \$11,950    | \$0         | \$11,950    |            | \$0          |
| B75809  | 331419  | Kinloch Park Irrig/Turf Upgrades - CANCEL            | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35830  | 331419  | Kinloch Park Playground Equip. - CANCEL              | 1     |             | \$0         |             | \$0         |            | \$0          |
| B75807  | 331419  | Kinloch Park Site Furnishings                        | 1     |             | \$106,400   |             | \$106,400   |            | \$0          |
| B30067  | 331419  | Melrose Park Fencing                                 | 1     |             | \$22,022    |             | \$22,022    |            | \$0          |
| B30069  | 331419  | Pine Heights Park Playground                         | 1     |             | \$29,401    |             | \$29,401    |            | \$0          |
| B35835  | 331419  | Sewell Park Demol. of Bathroom, Gazebo & Replace Tr  | 1     |             | \$7,800     |             | \$7,800     |            | \$0          |
| B75811  | 331419  | Sewell Park Playground Equip                         | 1     |             | \$0         |             | \$0         |            | \$0          |
| B75812  | 331419  | Sewell Park Site Furnishings                         | 1     |             | \$0         |             | \$0         |            | \$0          |
| B75810  | 331419  | Sewell Park Steel Picket Fence                       | 1     |             | \$57,900    |             | \$57,900    |            | \$0          |
| B40670  | 333138  | Fern Isle Cleanup                                    | 1     |             | \$608,000   |             | \$608,000   |            | \$0          |
| B30316  | 333138  | Fern Isle Park D1 Unalloc.                           | 1     |             | \$560,000   |             | \$560,000   |            | \$0          |
| B30316  | 333138  | Fern Isle Park Improvements                          | 1     | \$140,000   | \$4,807,000 |             | \$4,807,000 |            | \$0          |
| B-60496 | 333138  | Grapeland Heights Park Site Development              | 1     |             | \$3,025,000 |             | \$3,025,000 |            | \$0          |
| B35828  | 333138  | Grapeland Park Water HD Swap                         | 1     | \$0         | \$0         |             | \$0         |            | \$0          |

| Job No.                 | CIP No. | Name  | Dist. | HD Interest        | HD Series 1         | HD Series 2        | HD Total            | Shortfalls         | Adjustment        |                  |
|-------------------------|---------|---|-------|--------------------|---------------------|--------------------|---------------------|--------------------|-------------------|------------------|
| B50705                  | 352262  | Kinloch Storm Sewer Improvements                      | 1     |                    | \$714,000           | \$2,286,000        | \$3,000,000         |                    | \$0               | \$0              |
| B50704                  | 352284  | Fairlawn Storm Sewer Improvements Phase 3             | 1     |                    | \$614,000           | \$821,000          | \$1,435,000         | -                  | \$0               | \$0              |
| B50702                  | 352284  | Fairlawn Storm Sewer Pump Station Phase 2A            | 1     |                    | \$2,565,000         |                    | \$2,565,000         |                    | \$0               | \$0              |
| <b>TOTAL DISTRICT 1</b> |         |   |       | <b>\$3,865,322</b> | <b>\$22,613,741</b> | <b>\$4,710,018</b> | <b>\$27,323,759</b> | <b>\$1,852,000</b> | <b>-\$476,584</b> | <b>\$476,584</b> |
| B30176                  | 311712  | Brickell Village Public Plaza Contribution            | 2     |                    | \$400,000           |                    | \$400,000           |                    | \$0               | \$0              |
| B39910                  | 311712  | D2 QOL Balance (Series 1 = \$3M)                      | 2     |                    |                     |                    | \$0                 |                    | -\$3,913,000      | \$3,913,000      |
| B30232                  | 311712  | Gateways for I-95 & I-395                             | 2     |                    | \$172,144           |                    | \$172,144           |                    | \$0               | \$0              |
| B30140                  | 311712  | I-395 Off-ramp Beautification                         | 2     |                    | \$0                 |                    | \$0                 |                    | \$0               | \$0              |
| B39910                  | 311712  | Merrie Christmas Park Playground - D2 QOL Swap for I  | 2     |                    |                     |                    | \$0                 |                    | \$0               | \$0              |
| B39910                  | 311712  | Merrie Christmas Park Site Furnishings - D2 QOL Swap  | 2     |                    |                     |                    | \$0                 |                    | \$0               | \$0              |
| B60297                  | 311712  | Myers Park Security Lighting, Walkway & Conc. Path    | 2     |                    | \$29,522            |                    | \$29,522            |                    | \$0               | \$0              |
| B30311                  | 311712  | Roberto Clemente Park Water Playground                | 2     |                    | \$98,105            |                    | \$98,105            |                    | \$0               | \$0              |
| B60319                  | 311712  | Simpson Park Trail Grant Match                        | 2     |                    | \$92,000            |                    | \$92,000            |                    | \$0               | \$0              |
| B60479                  | 311712  | South Miami Avenue Improvement                        | 2     |                    | \$295,229           |                    | \$295,229           |                    | \$0               | \$0              |
| B60453                  | 313306  | Fire Station #13 - Upper East Side - Construction     | 2     |                    |                     | \$1,460,489        | \$1,460,489         | 2,300,000          | -\$2,300,000      | 2,300,000        |
| B60453                  | 313306  | Fire Station #13 - Upper East Side / Land Acquis.     | 2     |                    | \$2,154,511         | \$0                | \$2,154,511         |                    | \$0               | \$0              |
| B30310                  | 326015  | Bicentennial Park Ph III Prelim Design FIND Grant     | 2     |                    | \$48,429            |                    | \$48,429            |                    | \$0               | \$0              |
| B30182                  | 326015  | Coconut Grove Waterfront Master Plan                  | 2     |                    | \$250,000           | \$0                | \$250,000           |                    | \$0               | \$0              |
| B30247                  | 326015  | Dinner Key Dredging                                   | 2     |                    | \$114,591           | \$295,409          | \$410,000           | 1,500,000          | -\$1,500,000      | \$1,500,000      |
| B60464                  | 326015  | Dinner Key Marina Dockmaster's Office                 | 2     |                    | \$0                 | \$997,530          | \$997,530           | 900,000            | -\$900,000        | \$900,000        |
| B60465                  | 326015  | Dinner Key Marina Fuel Dock                           | 2     |                    | \$75,603            | \$0                | \$75,603            |                    | \$0               | \$0              |
| B30150                  | 326015  | Dinner Key Marina Gratings                            | 2     |                    | \$0                 | \$0                | \$0                 |                    | \$0               | \$0              |
| B33511                  | 326015  | Dinner Key Mooring Grant Matching                     | 2     |                    | \$108,836           | \$465,000          | \$573,836           | 150,000            | -\$150,000        | \$150,000        |
| B30179                  | 326015  | Downtown Baywalk Master Plan & Design                 | 2     |                    | \$0                 | \$450,000          | \$450,000           |                    | \$0               | \$0              |
| B60463                  | 326015  | Marine Stadium Marina Bldg. Repairs                   | 2     |                    | \$2,017             |                    | \$2,017             |                    | \$0               | \$0              |
| B33514                  | 326015  | Marine Stadium Marina Improvements - Boat Rack        | 2     |                    | \$208,775           |                    | \$208,775           | 250,000            | -\$250,000        | \$250,000        |
| B30225                  | 326015  | Marine Stadium Marina Improvements - Fuel Tank & Di   | 2     |                    | \$65,000            |                    | \$65,000            |                    | \$0               | \$0              |
| B60462                  | 326015  | Miamarina Dockmaster 2nd Flr. A/C                     | 2     |                    | \$17,005            |                    | \$17,005            |                    | \$0               | \$0              |
| B30325                  | 326015  | Miamarina Emergency Pier Repairs                      | 2     |                    | \$491,852           | \$405,678          | \$897,530           | 200,000            | -\$200,000        | \$200,000        |
| B33513                  | 326015  | Miamarina Improvements                                | 2     |                    | \$24,733            |                    | \$24,733            |                    | \$0               | \$0              |
| B35855                  | 326015  | Watersports Center Hangar Improvements - Design       | 2     |                    | \$50,000            |                    | \$50,000            |                    | \$0               | \$0              |
| B78510                  | 327001  | Hist. Preserv. - Gusman Hall Restoration              | 2     |                    | \$500,000           |                    | \$500,000           |                    | \$0               | \$0              |
| B30546                  | 32700   | Hist. Preserv. - Gusman Hall Improvements             | 2     |                    |                     |                    |                     | 825,000            | -\$825,000        | \$825,000        |
| B30184                  | 331416  | Virginia Key Beach Park Circulation Road & Parking Im | 2     |                    | \$3,294,877         |                    | \$3,294,877         |                    | \$0               | \$0              |
| B30281                  | 331416  | Virginia Key Beach Park Hist. Restor. (Phase I)       | 2     |                    | \$259,509           |                    | \$259,509           |                    | \$0               | \$0              |
| B30508                  | 331416  | Virginia Key Beach Park Museum                        | 2     |                    | \$27,127            | \$1,046,765        | \$1,073,892         |                    | \$0               | \$0              |
| B30164                  | 331416  | Virginia Key Beach Park Master Plans - D2 Unalloc.    | 2     |                    | \$371,722           |                    | \$371,722           |                    | \$0               | \$0              |
| B30293                  | 331418  | Bicentennial Park Shoreline Stab. Ph I                | 2     |                    | \$5,670,000         |                    | \$5,670,000         |                    | \$0               | \$0              |
| B30290                  | 331418  | Bicentennial Park Shoreline Stab. Ph II               | 2     |                    | \$2,262,900         |                    | \$2,262,900         |                    | \$0               | \$0              |
| B30310                  | 331418  | Bicentennial Park Shoreline Stab. Ph III              | 2     |                    | \$295,000           | \$1,772,100        | \$2,067,100         |                    | \$0               | \$0              |
| B75815                  | 331419  | Armbrister Court Upgrades                             | 2     |                    |                     | \$0                | \$0                 |                    | \$0               | \$0              |
| B75817                  | 331419  | Armbrister Landscaping                                | 2     |                    |                     | \$0                | \$0                 |                    | \$0               | \$0              |
| B75813                  | 331419  | Armbrister Playground Equipment                       | 2     |                    |                     | \$0                | \$0                 |                    | \$0               | \$0              |
| B75814                  | 331419  | Armbrister Rec. Bldg.- D2 Unalloc.                    | 2     |                    | \$100,000           |                    | \$100,000           |                    | \$0               | \$0              |
| B75814                  | 331419  | Armbrister Rec. Bldg. Improv. D2 QOL Swap             | 2     |                    | \$470,000           |                    | \$470,000           |                    | \$0               | \$0              |
| B75826                  | 331419  | Biscayne Park Court Upgrades                          | 2     |                    |                     | \$0                | \$0                 |                    | \$0               | \$0              |
| B75825                  | 331419  | Biscayne Park Irrigation                              | 2     |                    |                     | \$0                | \$0                 |                    | \$0               | \$0              |
| B75828                  | 331419  | Biscayne Park Landscaping                             | 2     |                    |                     | \$0                | \$0                 |                    | \$0               | \$0              |

| Job No. | CIP No. | Name   | Dist. | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls   | Adjustment   |             |
|---------|---------|--|-------|-------------|-------------|-------------|-------------|--------------|--------------|-------------|
| B75827  | 331419  | Biscayne Park Site Furnishings                       | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75824  | 331419  | Biscayne Park Turf Upgrades                          | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75829  | 331419  | Blanche Park Playground Equipment                    | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B30544  | 331419  | District 2 HD Parks Improvements                     | 2     |             |             |             |             | -\$3,138,408 | \$3,138,408  |             |
| B75842  | 331419  | Dorsey Park Irrigation                               | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75843  | 331419  | Dorsey Park Landscaping                              | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75839  | 331419  | Dorsey Park Playground                               | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75841  | 331419  | Dorsey Park Sports Turf Upgrades                     | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75840  | 331419  | Dorsey Park Bldg. Renov. & Exp. - D2 Unalloc.        | 2     |             | \$500,000   |             | \$500,000   | 500,000      | -\$500,000   | \$500,000   |
| B75844  | 331419  | Dorsey Park Court Upgrades                           | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75845  | 331419  | Dorsey Park Site Furnishings                         | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75850  | 331419  | Douglas Park Court Upgrades                          | 2     | Unfunded    | 0           |             | \$0         |              | \$0          |             |
| B75851  | 331419  | Douglas Park Irrigation                              | 2     |             |             |             | \$0         |              | \$0          |             |
| B75852  | 331419  | Douglas Park Landscaping                             | 2     | Unfunded    | 0           |             | \$0         |              | \$0          |             |
| B60475  | 331419  | Douglas Park New Rec. Bldg.                          | 2     |             | \$0         | \$300,000   | \$300,000   | 1,800,000    | -\$1,800,000 | \$1,800,000 |
| B60475  | 331419  | Douglas Park New Rec.- D2 Unalloc.                   | 2     |             | \$51,689    | \$48,311    | \$100,000   |              | \$0          |             |
| B75848  | 331419  | Douglas Park Pkg. Lot & Lighting                     | 2     |             |             |             | \$0         |              | \$0          |             |
| B75847  | 331419  | Douglas Park Playground & Furnishings (Name change)  | 2     | Unfunded    | 0           |             | \$0         |              | \$0          |             |
| B75849  | 331419  | Douglas Park Sports Turf Upgrade                     | 2     |             |             |             | \$0         |              | \$0          |             |
| B35841  | 331419  | Kennedy Park Landscaping & Sod                       | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B35840  | 331419  | Kennedy Park Irrigation                              | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B35837  | 331419  | Kennedy Park Site Furnishings                        | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75855  | 331419  | Legion Park Playground Equipment                     | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B30189  | 331419  | Legion Park Game Room Renovation - D2 Unalloc.       | 2     |             | \$0         |             | \$0         |              | \$0          |             |
| B75863  | 331419  | Marjorie Stoneman Douglas Park Site Furnishings      | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75865  | 331419  | Merrie Christmas Park Site Furnishings - D2 QOL Swap | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B35849  | 331419  | Morningside Park Baywalk                             | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75869  | 331419  | Morningside Park Court Upgrades                      | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75871  | 331419  | Morningside Park Landscaping                         | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75866  | 331419  | Morningside Park Playground Equipment                | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B35846  | 331419  | Morningside Park Rec Bldg - D2 Unalloc.              | 2     |             | \$75,000    |             | \$75,000    |              | \$0          |             |
| B35846  | 331419  | Morningside Park Rec Bldg Improv. - D2 QOL Swap      | 2     |             | \$541,592   |             | \$541,592   | 200,000      | -\$200,000   | \$200,000   |
| B30317  | 331419  | Morningside Park Shoreline Improvements              | 2     |             | \$305,000   |             | \$305,000   | 400,000      | -\$400,000   | \$400,000   |
| B75870  | 331419  | Morningside Park Site Furnishings                    | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75867  | 331419  | Morningside Park Sports Turf Upgrade                 | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75868  | 331419  | Morningside Park Walkway Upgrades                    | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75872  | 331419  | Morningside Park Water Fountains                     | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75887  | 331419  | Peacock Park Boardwalk Renovations                   | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75888  | 331419  | Peacock Park Court Upgrades                          | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75885  | 331419  | Peacock Park Irrigation                              | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75886  | 331419  | Peacock Park Landscaping                             | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75889  | 331419  | Peacock Park Site Furnishings                        | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75884  | 331419  | Peacock Park Sports Turf Upgrades                    | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B75838  | 331419  | Roberto Clemente Park Ball Field Dugout Improvement  | 2     |             |             | \$0         | \$0         |              | \$0          |             |
| B30172  | 331419  | Roberto Clemente Park Bldg. Ren. - D2 QOL Swap       | 2     |             | \$682,240   | \$442,760   | \$1,125,000 | 967,334      | -\$967,334   | \$967,334   |
| B60477  | 331419  | Roberto Clemente Park Bldg. Roof Struct. Repairs     | 2     |             |             |             | \$0         |              | \$0          |             |
| B75835  | 331419  | Roberto Clemente Park Court Upgrades                 | 2     |             |             | \$0         | \$0         |              | \$0          |             |

| Job No.                 | CIP No. | Name  | Dist. | HD Interest      | HD Series 1         | HD Series 2         | HD Total            | Shortfalls          | Adjustment         |                     |                     |
|-------------------------|---------|---|-------|------------------|---------------------|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|
| B75836                  | 331419  | Roberto Clemente Park Irrigation                      | 2     |                  |                     | \$0                 | \$0                 |                     | \$0                | \$0                 |                     |
| B75833                  | 331419  | Roberto Clemente Park Playground                      | 2     |                  |                     | \$0                 | \$0                 |                     | \$0                | \$0                 |                     |
| B75837                  | 331419  | Roberto Clemente Park Site Furnishings                | 2     |                  |                     | \$0                 | \$0                 |                     | \$0                | \$0                 |                     |
| B75834                  | 331419  | Roberto Clemente Park Sports Turf Upgrade             | 2     |                  |                     | \$0                 | \$0                 |                     | \$0                | \$0                 |                     |
| B30180                  | 331419  | Virrick Park Gym Repairs HD Int.                      | 2     | \$425,000        |                     |                     | \$0                 |                     | \$0                | \$0                 |                     |
| B35853                  | 331419  | Virrick Park Pool Bldg. Renov. - D2 QOL Swap          | 2     |                  | \$350,000           |                     | \$350,000           | 600,000             | -\$600,000         | \$600,000           |                     |
| B30122                  | 331419  | Wainwright Park Court Upgrades                        | 2     |                  |                     | \$0                 | \$0                 |                     | \$0                | \$0                 |                     |
|                         |         |   |       |                  |                     |                     |                     |                     |                    |                     |                     |
| B30079                  | 333104  | Margaret Pace Park Improvements Phase 1               | 2     |                  | \$1,636,075         |                     | \$1,636,075         |                     | \$0                | \$0                 |                     |
| B30169                  | 333143  | Museum of Science - Contribution to Park Master Plan  | 2     |                  | \$700,000           |                     | \$700,000           |                     | \$0                | \$0                 |                     |
| B78502                  | 333143  | Museum of Science - Development at Bicentennial Park  | 2     |                  | \$700,000           | \$2,100,000         | \$2,800,000         |                     | \$0                | \$0                 |                     |
| B30170                  | 333144  | Art Museum - Contribution to Park Master Plan (P&Z)   | 2     |                  | \$700,000           |                     | \$700,000           |                     | \$0                | \$0                 |                     |
| B78503                  | 333144  | Art Museum - Development at Bicentennial Park (CIP D) | 2     |                  | \$700,000           | \$2,100,000         | \$2,800,000         |                     | \$0                | \$0                 |                     |
|                         |         |   |       |                  |                     |                     |                     |                     |                    |                     |                     |
| B31207                  | 341157  | Design Dist. / FEC - NE 40th Street Reconstruction    | 2     |                  | \$1,803,115         |                     | \$1,803,115         |                     | \$0                | \$0                 |                     |
| B38501                  | 341157  | Design Dist. / FEC Various Planning Projects          | 2     |                  | \$125,000           |                     | \$125,000           |                     | \$0                | \$0                 |                     |
| B40680                  | 341208  | Grand Avenue Improvements                             | 2     |                  | \$1,399,364         |                     | \$1,399,364         |                     | \$0                | \$0                 |                     |
|                         | 341208  | Grand Avenue Improvements BALANCE                     | 2     |                  | \$0                 |                     | \$0                 |                     | \$0                | \$0                 |                     |
| B30322                  | 341208  | Grand Avenue Improvements Mary and Matilda Extensi    | 2     |                  | \$1,525,401         | \$0                 | \$1,525,401         |                     | \$0                | \$0                 |                     |
| B30327                  | 341208  | Grand Avenue Improvements Plaza Street Row Landsc     | 2     |                  | \$75,235            |                     | \$75,235            |                     | \$0                | \$0                 |                     |
| NEW                     | 341208  | Grand Avenue Improvements Uplighting Est. \$1,000,00  | 2     |                  | \$0                 |                     | \$0                 |                     | \$0                | \$0                 |                     |
| B71209                  | 341210  | Downtown & Brickell Area Traffic Operations           | 2     |                  | \$237,581           |                     | \$237,581           |                     | \$0                | \$0                 |                     |
| B40666                  | 341210  | Downtown Infrastruct. - Brickell Streetscape project  | 2     |                  | \$225,000           |                     | \$225,000           |                     | \$0                | \$0                 |                     |
|                         |         |   |       |                  |                     |                     |                     |                     |                    |                     |                     |
| B30177                  | 341210  | Downtown Infrastruct. Streets Phase 2                 | 2     |                  | \$60,000            |                     | \$60,000            |                     | \$0                | \$0                 |                     |
|                         |         |   |       |                  |                     |                     |                     |                     |                    |                     |                     |
| B39901                  | 341210  | Downtown Infrastructure Improvement - One Miami       | 2     |                  | \$4,352,000         |                     | \$4,352,000         |                     | \$0                | \$0                 |                     |
| B39902                  | 341210  | Downtown Infrastructure Streets Phase 1               | 2     |                  | \$4,363,000         |                     | \$4,363,000         |                     | \$0                | \$0                 |                     |
| B71209A                 | 341210  | Dupont Plaza Traffic Circulation PD&E Study           | 2     |                  | \$48,297            |                     | \$48,297            |                     | \$0                | \$0                 |                     |
| B71209B                 | 341210  | Miami River Tunnel Feasibility Study - Traffic        | 2     |                  | \$0                 |                     | \$0                 |                     | \$0                | \$0                 |                     |
| B71209C                 | 341210  | Revision to the City of Miami Downtown Paramics       | 2     |                  | \$214,122           |                     | \$214,122           |                     | \$0                | \$0                 |                     |
|                         |         |   |       |                  |                     |                     |                     |                     |                    |                     |                     |
| <b>TOTAL DISTRICT 2</b> |         |   |       | <b>\$425,000</b> | <b>\$40,989,083</b> | <b>\$31,601,375</b> | <b>\$72,590,458</b> | <b>\$10,592,334</b> | <b>\$2,473,591</b> | <b>-\$2,473,591</b> | <b>\$70,116,867</b> |
|                         |         |   |       |                  |                     |                     |                     |                     |                    |                     |                     |
| B40664                  | 311713  | Citywide Sidewalk Replacement Phase 24 Increas        | 3     |                  | \$200,000           |                     | \$200,000           |                     | \$0                | \$0                 |                     |
|                         |         |   |       |                  |                     |                     |                     |                     |                    |                     |                     |
| B30230                  | 311713  | Glen Royal Pkwy Enhancements                          | 3     |                  | \$93,189            |                     | \$93,189            |                     | \$0                | \$0                 |                     |
| B30309                  | 311713  | Memorial Blvd.  | 3     |                  | \$2,190,293         |                     | \$2,190,293         |                     | \$0                | \$0                 |                     |
| B40671                  | 311713  | Roads Area Traffic Calming                            | 3     |                  | \$600,000           |                     | \$600,000           |                     | \$0                | \$0                 |                     |
| B39909                  | 311713  | Sw 10th Road Enhancements                             | 3     |                  | \$243,319           |                     | \$243,319           |                     | \$0                | \$0                 |                     |
| B30297                  | 324002  | Orange Bowl - 36' Elev. No. & So. Conc. Replacement   | 3     |                  | \$2,035,524         |                     | \$2,035,524         |                     | \$0                | \$0                 |                     |
| B30297                  | 324002  | Orange Bowl - Metal Stands End Supports               | 3     |                  | \$0                 |                     | \$0                 |                     | \$0                | \$0                 |                     |
| B30297                  | 324002  | Orange Bowl - Raker Beam and Stands Repairs           | 3     |                  | \$1,283,294         |                     | \$1,283,294         |                     | \$0                | \$0                 |                     |
| B30297                  | 324002  | Orange Bowl - Security Railing Replacement, Ph II     | 3     |                  | \$0                 |                     | \$0                 |                     | \$0                | \$0                 |                     |
| B30297                  | 324002  | Orange Bowl 2003 Structural Contingencies             | 3     |                  | \$762,749           |                     | \$762,749           |                     | \$0                | \$0                 |                     |

| Job No.                 | CIP No. | Name   | Dist. | HD Interest      | HD Series 1         | HD Series 2        | HD Total            | Shortfalls         | Adjustment       |                   |                     |
|-------------------------|---------|--|-------|------------------|---------------------|--------------------|---------------------|--------------------|------------------|-------------------|---------------------|
| B30297                  | 324002  | Orange Bowl 2003 Structural Repairs (\$3,275,810 Cont  | 3     |                  | \$3,199,469         |                    | \$3,199,469         |                    | \$0              |                   |                     |
| B60373                  | 324002  | Orange Bowl Lower Press Box / Struct. Repairs          | 3     |                  | \$610,000           |                    | \$610,000           |                    | \$0              |                   |                     |
| B60425                  | 324002  | Orange Bowl New Safety Panels                          | 3     |                  | \$342,160           |                    | \$342,160           |                    | \$0              |                   |                     |
| B30367                  | 324002  | Orange Bowl Press Box Roof Repair                      | 3     |                  | \$15,000            |                    | \$15,000            |                    | \$0              |                   |                     |
| B30283                  | 324002  | Orange Bowl Prof. Engr. Svcs for Pressbox A/C          | 3     |                  | \$13,102            |                    | \$13,102            |                    | \$0              |                   |                     |
| B30153B                 | 324002  | Orange Bowl Redevelopment - A/E Svcs and Construct     | 3     |                  |                     | \$274,487          | \$274,487           |                    | \$0              |                   |                     |
| B30153                  | 324002  | Orange Bowl Renovation PM Svcs - Prog Mgt Services     | 3     |                  | \$5,131,966         | \$524,609          | \$5,656,575         |                    | \$0              |                   |                     |
| B60424                  | 324002  | Orange Bowl Security Railing Replacement               | 3     |                  | \$170,150           |                    | \$170,150           |                    | \$0              |                   |                     |
| B33516                  | 324002  | Orange Bowl Stadium Field Replacement & Equipment      | 3     |                  | \$108,584           |                    | \$108,584           |                    | \$0              |                   |                     |
| B30379                  | 324002  | Orange Bowl Stadium Lighting Towers No. 2-8            | 3     | \$500,000        | \$1,454,611         |                    | \$1,454,611         |                    | \$0              |                   |                     |
| B33500                  | 324002  | Orange Bowl Stadium Ramps & Impr. Balance              | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B30269                  | 324002  | Orange Bowl Struct. Engr. Svcs for Implementation of F | 3     |                  | \$74,295            |                    | \$74,295            |                    | \$0              |                   |                     |
| B3290A                  | 327001  | Hist. Preserv. - Miami High Bungalow                   | 3     |                  | \$251,088           |                    | \$251,088           |                    | \$0              |                   |                     |
| B75891                  | 331419  | Grove Mini Park Improvements                           | 3     |                  | \$22,178            |                    | \$22,178            |                    | \$0              |                   |                     |
| B75894                  | 331419  | Henderson Park Court Upgrades                          | 3     |                  | \$29,874            |                    | \$29,874            |                    | \$0              |                   |                     |
| B75892                  | 331419  | Henderson Park Irrig. System                           | 3     |                  | \$0                 | \$0                | \$0                 |                    | \$0              |                   |                     |
| B35857                  | 331419  | Jose Marti Gym   | 3     |                  | \$244,740           |                    | \$244,740           |                    | \$0              |                   |                     |
| B60507                  | 331419  | Jose Marti Park - Emerg. Repairs for Pole lights       | 3     |                  | \$7,580             |                    | \$7,580             |                    | \$0              |                   |                     |
| B30125                  | 331419  | Jose Marti Park Field Bathroom Bldg. Improv.           | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B30258                  | 331419  | Jose Marti Park Improvements - Bldg. (Total = 1.35M)   | 3     |                  | \$828,429           |                    | \$828,429           |                    | \$0              |                   |                     |
| B75895                  | 331419  | Jose Marti Park Playground Equipment                   | 3     |                  | \$88,000            |                    | \$88,000            |                    | \$0              |                   |                     |
| B75899                  | 331419  | Jose Marti Park Site Furnishings                       | 3     |                  | \$64,074            |                    | \$64,074            |                    | \$0              |                   |                     |
| B30124                  | 331419  | Jose Marti Park Splash Playground                      | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B75903                  | 331419  | Jose Marti Park Sports Lighting Repairs                | 3     |                  | \$115,147           |                    | \$115,147           |                    | \$0              |                   |                     |
| B35861                  | 331419  | Maximo Gomez / Domino Park Bathroom                    | 3     |                  | \$79,604            | \$0                | \$79,604            |                    | \$0              |                   |                     |
| B75907                  | 331419  | Maximo Gomez / Domino Park Site Furnishings            | 3     |                  | \$20,396            |                    | \$20,396            |                    | \$0              |                   |                     |
| B75914                  | 331419  | Riverside Park ADA Upgrades                            | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B75913                  | 331419  | Riverside Park Court Upgrades                          | 3     |                  | \$7,960             |                    | \$7,960             |                    | \$0              |                   |                     |
| B75912                  | 331419  | Riverside Park Irrigation                              | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B75910                  | 331419  | Riverside Park Playground                              | 3     |                  | \$192,040           |                    | \$192,040           |                    | \$0              |                   |                     |
| B75911                  | 331419  | Riverside Park Sports Turf                             | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B75917                  | 331419  | Southside Park Court Upgrades - COMPLETED              | 3     |                  | \$6,000             |                    | \$6,000             |                    | \$0              |                   |                     |
| B75916                  | 331419  | Southside Park Playground Equip. & ADA CANCEL          | 3     |                  | 594                 |                    | \$594               |                    | \$0              |                   |                     |
| B75915                  | 331419  | Southside Park ADA Improvements - CANCEL               | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B75918                  | 331419  | Triangle Park Court Upgrades                           | 3     |                  | \$3,800             |                    | \$3,800             |                    | \$0              |                   |                     |
| B30071                  | 331419  | Triangle Park Fencing                                  | 3     |                  | \$33,865            |                    | \$33,865            |                    | \$0              |                   |                     |
| B75919                  | 331419  | Triangle Park Playground Equip., Site Furnishings & W  | 3     |                  | \$12,402            |                    | \$12,402            |                    | \$0              |                   |                     |
| B35857                  | 333142  | Jose Marti / ELH Park Expansion - Gym                  | 3     |                  | \$4,500,000         |                    | \$4,500,000         | 2,700,000          | \$2,700,000      |                   |                     |
| B35857                  | 333142  | Jose Marti Gym - D3 Unalloc.                           | 3     |                  | \$500,000           |                    | \$500,000           |                    | \$0              |                   |                     |
| B75898                  | 333142  | Jose Marti Park Court Upgrades                         | 3     |                  | \$0                 | \$0                | \$0                 |                    | \$0              |                   |                     |
| B75897                  | 333142  | Jose Marti Park New Irrigation                         | 3     |                  | \$0                 | \$0                | \$0                 |                    | \$0              |                   |                     |
| B60478                  | 333142  | Jose Marti Park Pool Bldg Improv.                      | 3     |                  | \$0                 | \$0                | \$0                 |                    | \$0              |                   |                     |
| B30124                  | 333142  | Jose Marti Park Splash Playground                      | 3     |                  | \$0                 |                    | \$0                 |                    | \$0              |                   |                     |
| B75896                  | 333142  | Jose Marti Park Sports Turf Upgrade                    | 3     |                  | \$0                 | \$0                | \$0                 |                    | \$0              |                   |                     |
| B30289                  | 341127  | Calle Ocho Domino Park Exp. Adv. Cost                  | 3     |                  | \$898               |                    | \$898               |                    | \$0              |                   |                     |
| B35005                  | 341127  | Calle Ocho Improvements - Tower Theater Expansion      | 3     |                  | \$374,413           |                    | \$374,413           |                    | \$0              |                   |                     |
| B30309                  | 341127  | Calle Ocho Improvements (Memorial Blvd)                | 3     |                  | \$1,298,786         |                    | \$1,298,786         |                    | \$0              |                   |                     |
| B40707                  | 341211  | Miami River Greenways/Streetscape Neo Lofts Seg E1     | 3     |                  | \$338,720           |                    | \$338,720           |                    | \$0              |                   |                     |
| B40686                  | 341211  | Miami River Greenways/Streetscape Segment D (ELH)      | 3     |                  | \$181,250           | \$296,966          | \$478,216           |                    | \$0              |                   |                     |
| B40693                  | 341211  | Miami River Greenways/Streetscape Segment E2           | 3     |                  | \$359,520           |                    | \$359,520           |                    | \$0              |                   |                     |
| B40694                  | 341211  | Miami River Greenways/Streetscape Segment F            | 3     |                  | \$111,521           |                    | \$111,521           |                    | \$0              |                   |                     |
| B30309                  | 341213  | Coral Way (Memorial)                                   | 3     |                  | \$954,823           |                    | \$954,823           |                    | \$0              |                   |                     |
| <b>TOTAL DISTRICT 3</b> |         |  |       | <b>\$500,000</b> | <b>\$29,459,489</b> | <b>\$5,258,174</b> | <b>\$34,717,663</b> | <b>\$2,700,000</b> | <b>\$475,762</b> | <b>-\$475,762</b> | <b>\$34,241,901</b> |
| B30302                  | 311714  | Bryan Park Interior Improvements                       | 4     |                  | \$110,043           |                    | \$110,043           |                    | \$0              | \$0               |                     |

| Job No.                 | CIP No. | Name   | Dist. | HD Interest      | HD Series 1        | HD Series 2         | HD Total            | Shortfalls         | Adjustment          |                    |                     |
|-------------------------|---------|--|-------|------------------|--------------------|---------------------|---------------------|--------------------|---------------------|--------------------|---------------------|
| B30134                  | 311714  | Bryan Park New Tennis Courts                         | 4     |                  | \$90,302           | \$909,698           | \$1,000,000         | 500,000            | -\$500,000          | \$500,000          |                     |
| B30303                  | 311714  | Bryan Park ROW Improvements                          | 4     |                  | \$43,417           |                     | \$43,417            |                    | \$0                 | \$0                |                     |
| B40664                  | 311714  | Citywide Sidewalk Replacement Phase 24 Increase      | 4     |                  | \$300,000          |                     | \$300,000           |                    | \$0                 | \$0                |                     |
| B39905                  | 311714  | D4 QOL Balance (Series 1 = \$5M)                     | 4     |                  | \$0                |                     | \$0                 |                    | \$0                 | \$0                |                     |
| B30338A                 | 311714  | District 4 Curb Replacement Phase 2                  | 4     |                  | \$49,395           |                     | \$49,395            |                    | \$0                 | \$0                |                     |
| B30338                  | 311714  | District 4 Curb Replacement Project (PW Request)     | 4     |                  | \$250,605          |                     | \$250,605           |                    | \$0                 | \$0                |                     |
| B40672                  | 311714  | Flagami Traffic Calming Improvement                  | 4     |                  | \$595,666          |                     | \$595,666           |                    | \$0                 | \$0                |                     |
| B40661                  | 311714  | Increase Curb Contract                               | 4     |                  | \$200,000          |                     | \$200,000           |                    | \$0                 | \$0                |                     |
| B40646                  | 311714  | Shenandoah Concrete Curbs                            | 4     |                  | \$100,000          |                     | \$100,000           |                    | \$0                 | \$0                |                     |
| B30304                  | 311714  | Shenandoah Park Scen. 2 Shortfall                    | 4     |                  | \$244,667          |                     | \$244,667           |                    | \$0                 | \$0                |                     |
| B30167                  | 311714  | Shenandoah Traffic Calming (borrow for Flag)         | 4     |                  | \$103,500          |                     | \$103,500           |                    | \$0                 | \$0                |                     |
| B30006                  | 311714  | Shenandoah Traffic Study                             | 4     |                  | \$49,879           |                     | \$49,879            |                    | \$0                 | \$0                |                     |
| B30168                  | 311714  | Silver Bluff Traffic Calming (borrow for Coral Gate) | 4     |                  | \$103,500          |                     | \$103,500           |                    | \$0                 | \$0                |                     |
| B30003                  | 311714  | Silver Bluff Traffic Study                           | 4     |                  | \$49,962           |                     | \$49,962            |                    | \$0                 | \$0                |                     |
| B50699                  | 311714  | SW 11 Street Reconstruction                          | 4     |                  | \$105,365          |                     | \$105,365           |                    | \$0                 | \$0                |                     |
| B40698                  | 311714  | SW 16th Terr. Road Reconstr. (Ph. II)                | 4     |                  | \$1,061,500        |                     | \$1,061,500         |                    | \$0                 | \$0                |                     |
| B39907                  | 311714  | SW 22nd Terr. Improvements - Aston                   | 4     |                  | \$193,000          |                     | \$193,000           |                    | \$0                 | \$0                |                     |
| B30163                  | 311714  | Water Truck Acquisition                              | 4     |                  | \$99,500           |                     | \$99,500            |                    | \$0                 | \$0                |                     |
| B30339                  | 311714  | West Little Havana Traffic Calming                   | 4     |                  | \$130,000          |                     | \$130,000           |                    | \$0                 | \$0                |                     |
| B60452                  | 313306  | Fire Station #11 - Prototype Design & Construction   | 4     |                  | \$248,047          | \$2,251,953         | \$2,500,000         | 2,000,000          | -\$2,000,000        | 2,000,000          |                     |
| B60454                  | 313306  | Fire Station #14 - Shenandoah                        | 4     |                  | \$181,362          | \$3,703,638         | \$3,885,000         | 1,600,000          | -\$1,600,000        | 1,600,000          |                     |
| B75920                  | 331419  | Bay of Pigs Park Playground & Site Furnishings       | 4     |                  | \$17,912           |                     | \$17,912            |                    | \$0                 | \$0                |                     |
| B30302                  | 331419  | Bryan Park Interior Improvements                     | 4     |                  | \$14,580           | \$0                 | \$14,580            |                    | \$0                 | \$0                |                     |
| B30303                  | 331419  | Bryan Park ROW Improvements                          | 4     |                  | \$24,062           |                     | \$24,062            |                    | \$0                 | \$0                |                     |
| B30072                  | 331419  | Bryan Park Tennis Courts                             | 4     | D4 QOL - See E   | \$8,900            | 0                   | \$8,900             |                    | \$0                 | \$0                |                     |
| B30073                  | 331419  | Bryan Park Tennis Courts Windscreen                  | 4     |                  | \$12,458           |                     | \$12,458            |                    | \$0                 | \$0                |                     |
| B75924                  | 331419  | Coral Gate Park Court Upgrades                       | 4     |                  | \$0                |                     | \$0                 |                    | \$0                 | \$0                |                     |
| B75923                  | 331419  | Coral Gate Park Landscaping                          | 4     |                  | \$0                |                     | \$0                 |                    | \$0                 | \$0                |                     |
| B75925                  | 331419  | Coral Gate Park Site Furnishings                     | 4     |                  | \$57,429           |                     | \$57,429            |                    | \$0                 | \$0                |                     |
| B35865                  | 331419  | Coral Gate Park Building Improvements - D4 QOL Swap  | 4     |                  | \$54,093           | \$155,907           | \$210,000           |                    | \$0                 | \$0                |                     |
| B35865                  | 331419  | Coral Gate Park Building Improvements - D4 Unalloc.  | 4     |                  | \$0                | \$254,227           | \$254,227           | 650,000            | -\$650,000          | \$650,000          |                     |
| B75922                  | 331419  | Coral Gate Park Turf Upgrades                        | 4     |                  | \$0                |                     | \$0                 |                    | \$0                 | \$0                |                     |
| B35868                  | 331419  | Robert King High New Bldg - D4 Unalloc.              | 4     |                  | \$39,778           | \$960,222           | \$1,000,000         |                    | \$0                 | \$0                |                     |
| B35868                  | 331419  | Robert King High New Bldg & Site Improv.             | 4     | \$500,000        | \$100,000          |                     | \$100,000           | 500,000            | -\$500,000          | \$500,000          |                     |
| B30304                  | 331419  | Shenandoah Park Improvements                         | 4     |                  | \$1,350,000        |                     | \$1,350,000         | 1,000,000          | -\$1,000,000        | \$1,000,000        |                     |
| B30224                  | 331419  | West End Park Bldg. Terrace Remodeling - D4 Unall.   | 4     |                  | \$175,155          |                     | \$175,155           |                    | \$0                 | \$0                |                     |
| B75932                  | 331419  | West End Park Playground Improvements                | 4     |                  | \$160,000          |                     | \$160,000           |                    | \$0                 | \$0                |                     |
| B35871                  | 331419  | West End Park Pool Bldg. Renovations                 | 4     |                  | \$645,000          |                     | \$645,000           | 20,000             | -\$20,000           | \$20,000           |                     |
| B30081                  | 331419  | West End Park Splash Playground                      | 4     |                  | \$155,618          |                     | \$155,618           |                    | \$0                 | \$0                |                     |
| B30229                  | 333145  | Robert King High Soccer Complex                      | 4     | \$0              | \$156,136          | \$1,820,114         | \$1,976,250         | 500,000            | -\$500,000          | \$500,000          |                     |
| B50706                  | 352269  | Tamiami Storm Sewer Improvements                     | 4     |                  | \$564,000          | \$2,436,000         | \$3,000,000         |                    | \$0                 | \$0                |                     |
| <b>TOTAL DISTRICT 4</b> |         |  |       | <b>\$500,000</b> | <b>\$7,844,832</b> | <b>\$13,716,418</b> | <b>\$21,561,250</b> | <b>\$6,770,000</b> | <b>-\$5,545,341</b> | <b>\$5,545,341</b> | <b>\$27,106,591</b> |
| B35907                  | 311715  | Athalie Range Park Stadium - D5 QOL                  | 5     |                  | \$0                |                     | \$0                 |                    | \$0                 | \$0                |                     |
| B35889                  | 311715  | Athalie Range Park Swimming Pool Improv.             | 5     |                  | \$436,462          |                     | \$436,462           |                    | \$0                 | \$0                |                     |
| B35889A                 | 311715  | Athalie Range Park Swimming Pool Improv.             | 5     |                  | \$85,367           |                     | \$85,367            |                    | \$0                 | \$0                |                     |
| B35908                  | 311715  | Belafonte Tacolcy - Footsteps of Freedom             | 5     |                  | \$36,649           |                     | \$36,649            |                    | \$0                 | \$0                |                     |
| B30299                  | 311715  | Black Police Precinct - Arch. Svcs.                  | 5     |                  | \$69,700           |                     | \$69,700            |                    | \$0                 | \$0                |                     |
| B30299                  | 311715  | Black Police Precinct - Restoration Project          | 5     |                  | \$234,705          |                     | \$234,705           |                    | \$0                 | \$0                |                     |
| B30299A                 | 311715  | Black Police Precinct - Training Center              | 5     |                  | \$111,395          |                     | \$111,395           |                    | \$0                 | \$0                |                     |
| B40665                  | 311715  | Brentwood Village                                    | 5     |                  | \$123,618          | \$876,382           | \$1,000,000         |                    | \$0                 | \$0                |                     |
| B40699                  | 311715  | Buena Vista Heights Street Improvements              | 5     |                  | \$2,228,171        |                     | \$2,228,171         |                    | \$0                 | \$0                |                     |
| B40703                  | 311715  | Floral Park Street Improvements Ph. 1                | 5     |                  | \$0                |                     | \$0                 |                    | \$0                 | \$0                |                     |
| B30305                  | 311715  | Gibson Park Improvements                             | 5     |                  | \$302,379          |                     | \$302,379           |                    | \$0                 | \$0                |                     |



| Job No. | CIP No. | Name   | Dist. | HD Interest  | HD Series 1  | HD Series 2 | HD Total     | Shortfalls | Adjustment   |
|---------|---------|--|-------|--------------|--------------|-------------|--------------|------------|--------------|
| B75963  | 311715  | Lemon City Park Matching Funds                           | 5     |              | \$0          |             | \$0          |            | \$0          |
| B60493  | 311715  | Lemon City Pk Security /Basketball Lighting Admin Fee    | 5     |              | \$5,846      |             | \$5,846      |            | \$0          |
| B30198  | 311715  | Little Haiti Freedom Garden - Plaque for statue          | 5     |              | \$3,495      |             | \$3,495      |            | \$0          |
| B30204  | 311715  | Model City Beautification (FKA Allapattah 58th Terr. Be) | 5     |              | \$374,538    |             | \$374,538    |            | \$0          |
| B30392  | 311715  | NW 58 Street and Swale Improvements                      | 5     |              | \$75,462     |             | \$75,462     |            | \$0          |
| B30286  | 326015  | Lummus Landing Post Design & Constr.                     | 5     |              | \$0          |             | \$0          |            | \$0          |
| B30299  | 327001  | Black Police Precinct                                    | 5     |              | \$1,000,000  |             | \$1,000,000  | 450,000    | -\$450,000   |
| B30218  | 327001  | Hist. Preserv. - Spring Garden Point Park Privacy Wall   | 5     |              | \$11,200     |             | \$11,200     |            | \$0          |
| B30295  | 331412  | Little Haiti Park Cult. Campus (Carib. + B. Box)         | 5     |              | \$6,879,655  |             | \$6,879,655  | 1,100,000  | -\$1,100,000 |
| B30295  | 331412  | Little Haiti Park Cult. Campus (Carib. + B. Box)         | 5     |              |              | \$0         | \$0          |            | \$0          |
| B30308A | 331412  | Little Haiti Park Cult. Center Master Plan               | 5     |              | \$29,800     |             | \$29,800     |            | \$0          |
| B30308  | 331412  | Little Haiti Park Future Phases                          | 5     |              |              |             | \$0          |            | \$0          |
| B78511  | 331412  | Little Haiti Park Land Acquisition                       | 5     |              | \$11,159,317 |             | \$11,159,317 |            | \$0          |
| B70850  | 331412  | Little Haiti Park Master Plan                            | 5     |              | \$27,500     |             | \$27,500     |            | \$0          |
| B38500  | 331412  | Little Haiti Soccer & Recreation Center                  | 5     |              | \$6,903,728  |             | \$6,903,728  | 364,000    | -\$364,000   |
| B75938  | 331419  | African Square Park Court Upgrades                       | 5     |              | \$3,760      | \$0         | \$3,760      |            | \$0          |
| B35872  | 331419  | African Square Park Recreation Bldg.                     | 5     |              | \$0          |             | \$0          |            | \$0          |
| B30291  | 331419  | Athalie Range # 1 Mini Park (FDOT Agreement pend.)       | 5     |              | \$96,237     | \$203,763   | \$300,000    |            | \$0          |
| B75979  | 331419  | Athalie Range Park Court Upgrades                        | 5     |              | \$45,436     |             | \$45,436     |            | \$0          |
| B35907  | 331419  | Athalie Range Park Football/Soccer Mini Stadium          | 5     | See CW Socce | 0            | \$0         | \$0          |            | \$0          |
| B75976  | 331419  | Athalie Range Park Playground Equipment & Site Furni     | 5     |              | \$50,000     |             | \$50,000     |            | \$0          |
| B35889  | 331419  | Athalie Range Park Swimming Pool Improv.                 | 5     |              | \$1,088,007  | \$0         | \$1,088,007  |            | \$0          |
| B35889A | 331419  | Athalie Range Park Pool Improv.                          | 5     |              | \$116,557    |             | \$116,557    | 200,000    | -\$200,000   |
| B75981  | 331419  | Athalie Range Rec. Bldg. Improv.                         | 5     |              | \$0          |             | \$0          |            | \$0          |
| B35908  | 331419  | Belafonte Tacolcy - Footsteps of Freedom                 | 5     |              | \$32,400     |             | \$32,400     |            | \$0          |
| B35873  | 331419  | Belafonte Tacolcy Center Roof                            | 5     |              | \$24,000     | \$0         | \$24,000     |            | \$0          |
| B30109  | 331419  | Belafonte Tacolcy Irrigation                             | 5     |              | \$1,835      |             | \$1,835      |            | \$0          |
| B30206  | 331419  | Belafonte Tacolcy Irrigation System Repairs              | 5     |              | \$0          |             | \$0          |            | \$0          |
| B75943  | 331419  | Belafonte Tacolcy Park - Court Upgrades                  | 5     |              | \$20,732     |             | \$20,732     |            | \$0          |
| B75950  | 331419  | Eaton Park - Playground / Site Furnishings               | 5     |              | \$33,937     |             | \$33,937     |            | \$0          |
| B75951  | 331419  | Eaton Park - Fence                                       | 5     |              | \$20,292     |             | \$20,292     |            | \$0          |
| B30076  | 331419  | Gibson Park Bldg Improvements - Hurricane Shutters @     | 5     |              | \$28,550     |             | \$28,550     |            | \$0          |
| B30305  | 331419  | Gibson Park Improvements                                 | 5     |              | \$1,027,335  |             | \$1,027,335  | 500,000    | -\$500,000   |
| B75959  | 331419  | Hadley Park - Site Furnishings                           | 5     |              | \$29,572     |             | \$29,572     |            | \$0          |
| B30165  | 331419  | Hadley Park Black Box A/C Structure                      | 5     |              | \$10,830     | \$170,185   | \$181,015    | 120,000    | -\$120,000   |
| B60457  | 331419  | Hadley Park Model City Trust Offices                     | 5     |              | \$96,020     |             | \$96,020     |            | \$0          |
| B30077  | 331419  | Hadley Park Pool Bldg. Bathroom Floors                   | 5     |              | \$33,600     |             | \$33,600     |            | \$0          |
| B35886  | 331419  | Hadley Park Pool Lockers                                 | 5     |              | \$18,985     |             | \$18,985     |            | \$0          |
| B35897  | 331419  | Hadley Park Swimming Pool Heating Cooling System         | 5     |              | \$140,382    |             | \$140,382    |            | \$0          |

| Job No.                         | CIP No.       | Name   | Dist.    | HD Interest | HD Series 1         | HD Series 2         | HD Total            | Shortfalls         | Adjustment         |                     |                     |
|---------------------------------|---------------|--|----------|-------------|---------------------|---------------------|---------------------|--------------------|--------------------|---------------------|---------------------|
| B75963                          | 331419        | Lemon City Park - Playground & Park Equip.               | 5        |             | \$13,092            |                     | \$13,092            |                    | \$0                | \$0                 |                     |
| B60493                          | 331419        | Lemon City Park - Security / Basketball Lighting         | 5        |             | \$49,968            |                     | \$49,968            |                    | \$0                | \$0                 |                     |
| <b>B75859</b>                   | <b>331419</b> | <b>Lummus Park Recreation Bldg. Improvement</b>          | <b>5</b> |             | <b>\$395,000</b>    | <b>\$0</b>          | <b>\$395,000</b>    | <b>150,000</b>     | <b>-\$150,000</b>  | <b>\$150,000</b>    |                     |
| B35844                          | 331419        | Lummus Park Hist. Bldgs. - shifted 50K to rec. bldg      | 5        |             |                     |                     | \$0                 |                    | \$0                | \$0                 |                     |
| B35844                          | 331419        | Lummus Park Hist. Bldgs. Restoration (name change)       | 5        |             |                     |                     | \$0                 |                    | \$0                | \$0                 |                     |
| B75857                          | 331419        | Lummus Park Shelter (two shelters)                       | 5        |             |                     |                     | \$0                 |                    | \$0                | \$0                 |                     |
| <b>B75970</b>                   | <b>331419</b> | <b>Moore Park - Court Upgrades</b>                       | <b>5</b> |             | <b>\$55,640</b>     |                     | <b>\$55,640</b>     |                    | <b>\$0</b>         | <b>\$0</b>          |                     |
| B75967                          | 331419        | Moore Park - Playground Equipment                        | 5        |             | \$117,963           |                     | \$117,963           |                    | \$0                | \$0                 |                     |
| B30074                          | 331419        | Moore Park - Shade Structure                             | 5        |             | \$80,588            |                     | \$80,588            |                    | \$0                | \$0                 |                     |
| B75968                          | 331419        | Moore Park - Track Resurfacing                           | 5        |             | \$73,378            |                     | \$73,378            |                    | \$0                | \$0                 |                     |
| B75983                          | 331419        | Reeves Park - Court Upgrades                             | 5        |             | \$7,958             |                     | \$7,958             |                    | \$0                | \$0                 |                     |
| B75982                          | 331419        | Reeves Park - Playground Equipment                       | 5        |             | \$80,000            |                     | \$80,000            |                    | \$0                | \$0                 |                     |
| B35894                          | 331419        | Reeves Park Bldg. Renov. - D5 Unalloc.                   | 5        |             | \$212,042           |                     | \$212,042           |                    | \$0                | \$0                 |                     |
| B75986                          | 331419        | West Buena Vista Park - Playground Equipment             | 5        |             | \$24,180            |                     | \$24,180            |                    | \$0                | \$0                 |                     |
| B75995                          | 331419        | Williams Park - Site Furnishings                         | 5        |             | \$41,050            | \$0                 | \$41,050            |                    | \$0                | \$0                 |                     |
| B75988                          | 331419        | Williams Park - Playground Equipment                     | 5        |             | \$180,000           |                     | \$180,000           |                    | \$0                | \$0                 |                     |
| B75991                          | 331419        | Williams Park Improvements - D5 Unalloc                  | 5        |             | \$877,200           | \$9,013             | \$886,213           | 1,000,000          | -\$1,000,000       | \$1,000,000         |                     |
| B35907                          | 333145        | Athalie Range Park Football/Soccer Mini Stadium          | 5        |             | \$281,734           | \$1,694,516         | \$1,976,250         |                    | \$0                | \$0                 |                     |
| B78504                          | 341126        | Model City Infrastructure Improvements - Land Swap       | 5        |             | \$3,000,000         |                     | \$3,000,000         |                    | \$0                | \$0                 |                     |
| B78505                          | 341126        | Model City Infrastructure Improvements - MLK Blvd.       | 5        |             | \$3,000,000         |                     | \$3,000,000         | -                  | \$0                | \$0                 |                     |
| B33150                          | 341126        | Model City Infrastructure Improvements Series 2 Balanc   | 5        |             | \$0                 |                     | \$0                 |                    | \$0                | \$0                 |                     |
| B40690                          | 341211        | Miami River Greenways/Streetscape Segment A              | 5        |             | \$200,370           |                     | \$200,370           |                    | \$0                | \$0                 |                     |
| B40691                          | 341211        | Miami River Greenways/Streetscape Segment B              | 5        |             | \$72,450            |                     | \$72,450            | -                  | \$0                | \$0                 |                     |
| B40692                          | 341211        | Miami River Greenways/Streetscape Segment C              | 5        |             | \$115,250           |                     | \$115,250           | -                  | \$0                | \$0                 |                     |
| B40643A                         | 341211        | North Spring Garden Greenway                             | 5        |             | \$79,800            | \$100,200           | \$180,000           | -                  | \$0                | \$0                 |                     |
| B78508                          | 341214        | NE 2nd Ave. Improvements Series 1 Balance                | 5        |             | \$1,425,600         |                     | \$1,425,600         |                    | \$0                | \$0                 |                     |
| <b>TOTAL DISTRICT 5</b>         |               |  |          | <b>\$0</b>  | <b>\$43,483,439</b> | <b>\$11,737,873</b> | <b>\$55,221,312</b> | <b>\$3,884,000</b> | <b>\$2,525,414</b> | <b>-\$2,525,414</b> | <b>\$52,695,898</b> |
| B78509                          | 341127        | Calle Ocho Beautification Series 1 Bal. (\$6M)           | 3 & 4    |             | \$177,000           |                     | \$177,000           |                    | \$0                | \$0                 |                     |
| B60450                          | 341213        | Coral Way Beautification Phase II                        | 3 & 4    |             | \$1,130,891         |                     | \$1,130,891         |                    | \$0                | \$0                 |                     |
| B60451                          | 341213        | Coral Way Beautification Phase I - Uplighting            | 3 & 4    |             | \$914,286           |                     | \$914,286           |                    | \$0                | \$0                 |                     |
| <b>TOTAL DISTRICT 3 &amp; 4</b> |               |  |          | <b>\$0</b>  | <b>\$2,222,177</b>  | <b>\$2,443,856</b>  | <b>\$4,666,033</b>  | <b>\$0</b>         | <b>\$1,457,506</b> | <b>-\$1,457,506</b> | <b>\$3,208,527</b>  |
| B72910                          | 312043        | Police Training Facility - Due diligence for FDOT Parcel | CW       |             | \$2,302,998         |                     | \$2,302,998         |                    | 0                  | 0                   |                     |
| B72910                          | 312043        | Police Training Facility - Series 2 Bal.                 | CW       |             |                     | \$7,697,002         | \$7,697,002         | 12,000,000         | -\$12,000,000      | 12,000,000          |                     |
| B72911                          | 312048        | Police HD Prep. Init. - Series 1 Balance                 | CW       |             | \$824,654           |                     | \$824,654           |                    | \$0                | \$0                 |                     |

| Job No.               | CIP No.       | Name  | Dist.     | HD Interest        | HD Series 1          | HD Series 2          | HD Total             | Shortfalls          | Adjustment           |
|-----------------------|---------------|---|-----------|--------------------|----------------------|----------------------|----------------------|---------------------|----------------------|
| B72923                | 312048        | Police HD Prep. Init. - So. Subs. Gates                 | CW        |                    | \$40,000             |                      | \$40,000             |                     | \$0                  |
| B60437                | 312048        | Police HD Prep. Init.- HQ Fire Suppression System       | CW        |                    | \$78,100             |                      | \$78,100             | 37,000              | -\$37,000            |
| B30219                | 312048        | Police HD Prep. Init.- Police Bath rooms                | CW        |                    | \$584,305            |                      | \$584,305            | 160,000             | -\$160,000           |
| B72926                | 312048        | Police HD Prep. Init.- Police HQ Locker rooms & Bath r  | CW        |                    | \$547,091            |                      | \$547,091            |                     | \$0                  |
| B30320                | 312048        | Police HD Prep. Init.- Police Stables                   | CW        |                    | \$1,311,235          |                      | \$1,311,235          | 80,000              | -\$80,000            |
| B72814                | 313305        | Communications Vehicle Acq.                             | CW        |                    | \$167,751            | \$0                  | \$167,751            |                     | \$0                  |
| <b>B32806</b>         | <b>313306</b> | <b>Fire Training Facility (Est.\$1M)</b>                | <b>CW</b> |                    |                      |                      | <b>\$0</b>           |                     | <b>\$0</b>           |
| B30121                | 327001        | Hist. Preserv. - City Hall Structural Improv. - Match   | CW        |                    | \$0                  | \$395,000            | \$395,000            |                     | \$0                  |
| B78512                | 327001        | Hist. Preserv. - Development Initiative Grant Match     | CW        |                    | \$20,000             |                      | \$20,000             |                     | \$0                  |
| B78512A               | 327001        | Hist. Preserv. - Development Initiative Grant Match Ph. | CW        |                    |                      | \$37,500             | \$37,500             |                     | \$0                  |
| B38502                | 327001        | Hist. Preservation Other - Series 1                     | CW        |                    | \$0                  |                      | \$0                  |                     | \$0                  |
| <b>B30541</b>         | <b>331419</b> | <b>Citywide Parks Equipment and Site Improvements</b>   | <b>CW</b> |                    | \$0                  | \$0                  | \$0                  | 1,500,000           | -\$1,500,000         |
| <b>B30078</b>         | <b>331419</b> | <b>Contingency Funds - Bond Counsel Svcs</b>            | <b>CW</b> |                    | \$29,346             |                      | \$29,346             |                     | \$0                  |
| <b>B35904</b>         | <b>331419</b> | <b>Neighborhood Parks Improvement Contingency</b>       | <b>CW</b> |                    | \$645,307            | \$1,333,540          | \$1,978,847          |                     | -\$5,310,675         |
| <b>B79901</b>         | <b>331419</b> | <b>Parks ADA Transition Plan</b>                        | <b>CW</b> |                    | \$190,250            |                      | \$190,250            |                     | \$0                  |
| <b>B35895</b>         | <b>331419</b> | <b>Parks Master Plan</b>                                | <b>CW</b> |                    | \$700,000            | \$0                  | \$700,000            |                     | \$0                  |
| B40685                | 341211        | Miami River Greenways Design Guidelines                 | CW        |                    | \$74,863             |                      | \$74,863             |                     | \$0                  |
| B30227                | 341211        | Miami River Greenways Other (Incl. Circle grant match)  | CW        |                    | \$69,090             | \$0                  | \$69,090             |                     | \$0                  |
| <b>TOTAL CITYWIDE</b> |               |   |           | <b>\$0</b>         | <b>\$8,387,239</b>   | <b>\$30,532,286</b>  | <b>\$38,919,525</b>  | <b>\$13,777,000</b> | <b>-\$910,348</b>    |
| <b>ALL TOTALS</b>     |               |   |           | <b>\$5,290,322</b> | <b>\$155,000,000</b> | <b>\$100,000,000</b> | <b>\$255,000,000</b> | <b>\$39,575,334</b> | <b>\$0</b>           |
|                       |               |   |           |                    |                      |                      |                      |                     | <b>\$910,348</b>     |
|                       |               |   |           |                    |                      |                      |                      |                     | <b>\$39,829,873</b>  |
|                       |               |   |           |                    |                      |                      |                      |                     | <b>\$255,000,000</b> |

**HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND PROGRAM PROJECTS**

39,575,334 \$ - \$ 255,000,000  
**PENDING ALLOCATIONS TO REACH \$255M: \$ 0**

| Job No. | CIP No. | Name   | Dist. | HD Interest | HD Series 1  | HD Series 2 | HD Total     | Shortfalls | Adjustment    |
|---------|---------|--|-------|-------------|--------------|-------------|--------------|------------|---------------|
| B72910  | 312043  | Police Training Facility - Due diligence for FDOT Parcel       | CW    |             | \$2,302,998  |             | \$2,302,998  |            | 0             |
| B72910  | 312043  | Police Training Facility - Series 2 Bal.                       | CW    |             |              | \$7,697,002 | \$7,697,002  | 12,000,000 | -\$12,000,000 |
| B72911  | 312048  | Police HD Prep. Init. - Series 1 Balance                       | CW    |             | \$824,654    |             | \$824,654    |            | \$0           |
| B72923  | 312048  | Police HD Prep. Init. - So. Subs. Gates                        | CW    |             | \$40,000     |             | \$40,000     |            | \$0           |
| B30320  | 312048  | Police HD Prep. Init. - Police Stables                         | CW    |             | \$1,311,235  |             | \$1,311,235  | 80,000     | -\$80,000     |
| B72926  | 312048  | Police HD Prep. Init. - Police HQ Locker rooms & Bath rooms    | CW    |             | \$547,091    |             | \$547,091    |            | \$0           |
| B30219  | 312048  | Police HD Prep. Init. - Police Bath rooms                      | CW    |             | \$584,305    |             | \$584,305    | 160,000    | -\$160,000    |
| B60437  | 312048  | Police HD Prep. Init. - HQ Fire Suppression System             | CW    |             | \$78,100     |             | \$78,100     | 37,000     | -\$37,000     |
| B72814  | 313305  | Communications Vehicle Acq.                                    | CW    |             | \$167,751    | \$0         | \$167,751    |            | \$0           |
| B60452  | 313306  | Fire Station #11 - Prototype Design & Construction             | 4     |             | \$248,047    | \$2,251,953 | \$2,500,000  | 2,000,000  | -\$2,000,000  |
| B60453  | 313306  | Fire Station #13 - Upper East Side / Land Acquis.              | 2     |             | \$2,154,511  | \$0         | \$2,154,511  |            | \$0           |
| B60453  | 313306  | Fire Station #13 - Upper East Side - Construction              | 2     |             |              | \$1,460,489 | \$1,460,489  | 2,300,000  | -\$2,300,000  |
| B60454  | 313306  | Fire Station #14 - Shenandoah                                  | 4     |             | \$181,362    | \$3,703,638 | \$3,885,000  | 1,600,000  | -\$1,600,000  |
| B32806  | 313306  | Fire Training Facility (Est.\$1M)                              | CW    |             |              |             | \$0          |            | \$0           |
| B30295  | 331412  | Little Haiti Park Cult. Campus (Carib.+ B. Box)                | CW-5  |             | \$6,879,655  |             | \$6,879,655  | 1,100,000  | -\$1,100,000  |
| B30295  | 331412  | Little Haiti Park Cult. Campus (Carib.+ B. Box)                | CW-5  |             |              | \$0         | \$0          |            | \$0           |
| B30308  | 331412  | Little Haiti Park Future Phases                                | CW-5  |             |              |             | \$0          |            | \$0           |
| B30308A | 331412  | Little Haiti Park Cult. Center Master Plan                     | CW-5  |             | \$29,800     |             | \$29,800     |            | \$0           |
| B78511  | 331412  | Little Haiti Park Land Acquisition                             | CW-5  |             | \$11,159,317 |             | \$11,159,317 |            | \$0           |
| B70850  | 331412  | Little Haiti Park Master Plan                                  | CW-5  |             | \$27,500     |             | \$27,500     |            | \$0           |
| B38500  | 331412  | Little Haiti Soccer & Recreation Center                        | CW-5  |             | \$6,903,728  |             | \$6,903,728  | 364,000    | -\$364,000    |
| B30164  | 331416  | Virginia Key Beach Park Master Plans - D2 Unalloc.             | CW-2  |             | \$371,722    |             | \$371,722    |            | \$0           |
| B30184  | 331416  | Virginia Key Beach Park Circulation Road & Parking Improvement | CW-2  |             | \$3,294,877  |             | \$3,294,877  |            | \$0           |
| B30281  | 331416  | Virginia Key Beach Park Hist. Restor. (Phase I)                | CW-2  |             | \$259,509    |             | \$259,509    |            | \$0           |
| B30508  | 331416  | Virginia Key Beach Park Museum                                 | CW-2  |             | \$27,127     | \$1,046,765 | \$1,073,892  |            | \$0           |
| B30293  | 331418  | Bicentennial Park Shoreline Stab. Ph I                         | CW-2  |             | \$5,670,000  |             | \$5,670,000  |            | \$0           |
| B30290  | 331418  | Bicentennial Park Shoreline Stab. Ph II                        | CW-2  |             | \$2,262,900  |             | \$2,262,900  |            | \$0           |
| B30310  | 331418  | Bicentennial Park Shoreline Stab. Ph III                       | CW-2  |             | \$295,000    | \$1,772,100 | \$2,067,100  |            | \$0           |
| B30079  | 333104  | Margaret Pace Park Improvements Phase 1                        | CW-2  |             | \$1,636,075  |             | \$1,636,075  |            | \$0           |
| B35801  | 331419  | Allapattah Mini Park Court Upgrades                            | 1     |             | \$0          |             | \$0          |            | \$0           |
| B35800  | 331419  | Allapattah Mini Park Playground Equip.                         | 1     |             | \$0          |             | \$0          |            | \$0           |
| B60430  | 331419  | Antonio Maceo Contribution to New Bldg.                        | 1     |             | \$142,714    |             | \$142,714    | 50,000     | -\$50,000     |
| B-35802 | 331419  | Curtis Park Fencing Improvements                               | 1     |             |              |             | \$0          |            | \$0           |
| B-35803 | 331419  | Curtis Park Water Fountains                                    | 1     |             |              |             | \$0          |            | \$0           |
| B30068  | 331419  | Curtis Park Track  | 1     |             | \$83,678     |             | \$83,678     |            | \$0           |
| B30319  | 331419  | Curtis Park Bleachers & Press Box Renovations                  | 1     |             | \$371,754    |             | \$371,754    |            | \$0           |
| B35805  | 331419  | Curtis Park Irrigation System Upgrade                          | 1     |             | \$0          | \$0         | \$0          |            | \$0           |

Reallocate to Police Training Facility

Reallocate to Fire Stations

Reallocate to Neighborhood Parks

| Job No. | CIP No. | Name  | Dist. | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls | Adjustment   |
|---------|---------|---|-------|-------------|-------------|-------------|-------------|------------|--------------|
| B35807  | 331419  | Curtis Park Court Upgrades                                  | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35808  | 331419  | Curtis Park Playground Equip. & Site Furnishings            | 1     |             | \$169,669   |             | \$169,669   |            | \$0          |
| B35811  | 331419  | Curtis Park Turf Upgrades                                   | 1     |             | \$63,157    |             | \$63,157    |            | \$0          |
| B60483  | 331419  | Curtis Park Bldg Renov./ NET Add'n. (Total=\$1.35M)         | 1     |             | \$248,343   |             | \$248,343   |            | \$0          |
| B60492  | 331419  | Curtis Park Flo Jo Monument                                 | 1     |             | \$16,240    |             | \$16,240    |            | \$0          |
| B30080  | 331419  | Duarte Park Splash Park                                     | 1     |             | \$260,000   |             | \$260,000   |            | \$0          |
| B35812  | 331419  | Duarte Park Bldg. Renovation                                | 1     |             | \$41,511    | \$189,977   | \$231,488   | 600,000    | -\$600,000   |
| B35813  | 331419  | Duarte Park Irrig. Sys./Sports Turf Upgrades                | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35814  | 331419  | Duarte Park Court Upgrades                                  | 1     |             | \$0         | \$0         | \$0         |            | \$0          |
| B35815  | 331419  | Duarte Park Site Furnishings                                | 1     |             | \$22,604    |             | \$22,604    |            | \$0          |
| B35816  | 331419  | Duarte Playground Equipment                                 | 1     |             | \$64,708    |             | \$64,708    |            | \$0          |
| B35817  | 331419  | Duarte Walkways / ADA                                       | 1     |             | \$60,157    |             | \$60,157    |            | \$0          |
| B35818  | 331419  | Duarte Park Pkg Lot Improvements                            | 1     |             | \$43,819    |             | \$43,819    |            | \$0          |
| B35819  | 331419  | Duarte Park Ballfield Renovations                           | 1     |             | \$0         |             | \$0         |            | \$0          |
| B30316  | 331419  | Fern Isle Park Improvements                                 | 1     |             | \$300,000   |             | \$300,000   | 150,000    | -\$150,000   |
| B35821  | 331419  | Fern Isle Park Improvements                                 | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35827  | 331419  | Grapeland Park Site Furnishings                             | 1     |             | \$25,000    |             | \$25,000    |            | \$0          |
| B60496  | 331419  | Grapeland Heights Park Site Development                     | 1     | \$3,725,322 | \$1,712,808 |             | \$1,712,808 | 1,000,000  | -\$1,000,000 |
| B30105  | 331419  | Grapeland Park Comm. Recreation Facil. & Parking Lot        | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35830  | 331419  | Kinloch Park Playground Equip. - CANCEL                     | 1     |             | \$0         |             | \$0         |            | \$0          |
| B35831  | 331419  | Kinloch Park Court Upgrades                                 | 1     |             | \$11,950    | \$0         | \$11,950    |            | \$0          |
| B35832  | 331419  | Kinloch Park Comm. Rec. Bldg Improv.                        | 1     |             | \$682,251   |             | \$682,251   | 52,000     | -\$52,000    |
| B75807  | 331419  | Kinloch Park Site Furnishings                               | 1     |             | \$106,400   |             | \$106,400   |            | \$0          |
| B75809  | 331419  | Kinloch Park Irrig/Turf Upgrades - CANCEL                   | 1     |             | \$0         |             | \$0         |            | \$0          |
| B30067  | 331419  | Melrose Park Fencing  | 1     |             | \$22,022    |             | \$22,022    |            | \$0          |
| B30069  | 331419  | Pine Heights Park Playground                                | 1     |             | \$29,401    |             | \$29,401    |            | \$0          |
| B35835  | 331419  | Sewell Park Demol. of Bathroom, Gazebo & Replace Topsoil    | 1     |             | \$7,800     |             | \$7,800     |            | \$0          |
| B75810  | 331419  | Sewell Park Steel Picket Fence                              | 1     |             | \$57,900    |             | \$57,900    |            | \$0          |
| B75811  | 331419  | Sewell Park Playground Equip                                | 1     |             | \$0         |             | \$0         |            | \$0          |
| B75812  | 331419  | Sewell Park Site Furnishings                                | 1     |             | \$0         |             | \$0         |            | \$0          |
| B75815  | 331419  | Armbrister Court Upgrades                                   | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75817  | 331419  | Armbrister Landscaping                                      | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75813  | 331419  | Armbrister Playground Equipment                             | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75814  | 331419  | Armbrister Rec. Bldg. Improv. D2 QOL Swap                   | 2     |             | \$470,000   |             | \$470,000   |            | \$0          |
| B75814  | 331419  | Armbrister Rec. Bldg. - D2 Unalloc.                         | 2     |             | \$100,000   |             | \$100,000   |            | \$0          |
| B75826  | 331419  | Biscayne Park Court Upgrades                                | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75825  | 331419  | Biscayne Park Irrigation                                    | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75828  | 331419  | Biscayne Park Landscaping                                   | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75827  | 331419  | Biscayne Park Site Furnishings                              | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75824  | 331419  | Biscayne Park Turf Upgrades                                 | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75829  | 331419  | Blanche Park Playground Equipment                           | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75842  | 331419  | Dorsey Park Irrigation                                      | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75843  | 331419  | Dorsey Park Landscaping                                     | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75839  | 331419  | Dorsey Park Playground                                      | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75841  | 331419  | Dorsey Park Sports Turf Upgrades                            | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75840  | 331419  | Dorsey Park Bldg. Renov. & Exp. - D2 Unalloc.               | 2     |             | \$500,000   |             | \$500,000   | 500,000    | -\$500,000   |
| B75844  | 331419  | Dorsey Park Court Upgrades                                  | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75845  | 331419  | Dorsey Park Site Furnishings                                | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75850  | 331419  | Douglas Park Court Upgrades                                 | 2     |             | 0           | \$0         | \$0         |            | \$0          |
| B75851  | 331419  | Douglas Park Irrigation                                     | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75852  | 331419  | Douglas Park Landscaping                                    | 2     |             | 0           | \$0         | \$0         |            | \$0          |
| B60475  | 331419  | Douglas Park New Rec. Bldg.                                 | 2     |             | \$0         | \$300,000   | \$300,000   | 1,800,000  | -\$1,800,000 |
| B60475  | 331419  | Douglas Park New Rec. - D2 Unalloc.                         | 2     |             | \$51,689    | \$48,311    | \$100,000   |            | \$0          |
| B75848  | 331419  | Douglas Park Pkg. Lot & Lighting                            | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75847  | 331419  | Douglas Park Playground & Furnishings (Name change-added Fu | 2     |             | 0           | \$0         | \$0         |            | \$0          |
| B75849  | 331419  | Douglas Park Sports Turf Upgrade                            | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B35841  | 331419  | Kennedy Park Landscaping & Sod                              | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B35840  | 331419  | Kennedy Park Irrigation                                     | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B35837  | 331419  | Kennedy Park Site Furnishings                               | 2     |             | \$0         | \$0         | \$0         |            | \$0          |
| B30189  | 331419  | Legion Park Game Room Renovation - D2 Unalloc.              | 2     |             | \$0         | \$0         | \$0         |            | \$0          |

| Job No. | CIP No. | Name  | Dist. | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls | Adjustment   |
|---------|---------|---|-------|-------------|-------------|-------------|-------------|------------|--------------|
| B75855  | 331419  | Legion Park Playground Equipment                              | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75863  | 331419  | Marjorie Stoneman Douglas Park Site Furnishings               | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75865  | 331419  | Merrie Christmas Park Site Furnishings - D2 QOL Swap          | 2     |             |             | \$0         | \$0         |            | \$0          |
| B35849  | 331419  | Morningside Park Baywalk                                      | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75869  | 331419  | Morningside Park Court Upgrades                               | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75871  | 331419  | Morningside Park Landscaping                                  | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75866  | 331419  | Morningside Park Playground Equipment                         | 2     |             |             | \$0         | \$0         |            | \$0          |
| B35846  | 331419  | Morningside Park Rec Bldg Improv. - D2 QOL Swap               | 2     |             | \$541,592   |             | \$541,592   | 200,000    | -\$200,000   |
| B35846  | 331419  | Morningside Park Rec Bldg - D2 Unalloc.                       | 2     |             | \$75,000    |             | \$75,000    |            | \$0          |
| B30317  | 331419  | Morningside Park Shoreline Improvements                       | 2     |             | \$305,000   |             | \$305,000   | 400,000    | -\$400,000   |
| B75870  | 331419  | Morningside Park Site Furnishings                             | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75867  | 331419  | Morningside Park Sports Turf Upgrade                          | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75868  | 331419  | Morningside Park Walkway Upgrades                             | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75872  | 331419  | Morningside Park Water Fountains                              | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75884  | 331419  | Peacock Park Sports Turf Upgrades                             | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75885  | 331419  | Peacock Park Irrigation                                       | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75886  | 331419  | Peacock Park Landscaping                                      | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75887  | 331419  | Peacock Park Boardwalk Renovations                            | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75888  | 331419  | Peacock Park Court Upgrades                                   | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75889  | 331419  | Peacock Park Site Furnishings                                 | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75838  | 331419  | Roberto Clemente Park Ball Field Dugout Improvements (name of | 2     |             |             | \$0         | \$0         |            | \$0          |
| B60477  | 331419  | Roberto Clemente Park Bldg. Roof Struct. Repairs              | 2     |             |             | \$0         | \$0         |            | \$0          |
| B30172  | 331419  | Roberto Clemente Park Bldg. Ren. - D2 QOL Swap                | 2     |             | \$682,240   | \$442,760   | \$1,125,000 | 967,334    | -\$967,334   |
| B75835  | 331419  | Roberto Clemente Park Court Upgrades                          | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75836  | 331419  | Roberto Clemente Park Irrigation                              | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75833  | 331419  | Roberto Clemente Park Playground                              | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75837  | 331419  | Roberto Clemente Park Site Furnishings                        | 2     |             |             | \$0         | \$0         |            | \$0          |
| B75834  | 331419  | Roberto Clemente Park Sports Turf Upgrade                     | 2     |             |             | \$0         | \$0         |            | \$0          |
| B35853  | 331419  | Virrick Park Pool Bldg. Renov. - D2 QOL Swap                  | 2     |             | \$350,000   |             | \$350,000   | 600,000    | -\$600,000   |
| B30180  | 331419  | Virrick Park Gym Repairs HD Int.                              | 2     | \$425,000   |             |             | \$0         |            | \$0          |
| B30122  | 331419  | Wainwright Park Court Upgrades                                | 2     |             |             | \$0         | \$0         |            | \$0          |
| B30544  | 331419  | District 2 HD Parks Improvements                              | 2     |             |             | \$0         | \$0         |            | -\$3,138,408 |
| B75891  | 331419  | Grove Mini Park Improvements                                  | 3     |             | \$22,178    |             | \$22,178    |            | \$0          |
| B75892  | 331419  | Henderson Park Irrig. System                                  | 3     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75894  | 331419  | Henderson Park Court Upgrades                                 | 3     |             | \$29,874    |             | \$29,874    |            | \$0          |
| B35857  | 331419  | Jose Marti Gym  | 3     |             | \$244,740   |             | \$244,740   |            | \$0          |
| B30124  | 331419  | Jose Marti Park Splash Playground                             | 3     |             | \$0         |             | \$0         |            | \$0          |
| B30258  | 331419  | Jose Marti Park Improvements - Bldg. (Total = 1.35M)          | 3     |             | \$828,429   |             | \$828,429   |            | \$0          |
| B60507  | 331419  | Jose Marti Park - Emerg. Repairs for Pole lights              | 3     |             | \$7,580     |             | \$7,580     |            | \$0          |
| B75895  | 331419  | Jose Marti Park Playground Equipment                          | 3     |             | \$88,000    |             | \$88,000    |            | \$0          |
| B75899  | 331419  | Jose Marti Park Site Furnishings                              | 3     |             | \$64,074    |             | \$64,074    |            | \$0          |
| B75903  | 331419  | Jose Marti Park Sports Lighting Repairs                       | 3     |             | \$115,147   |             | \$115,147   |            | \$0          |
| B30125  | 331419  | Jose Marti Park Field Bathroom Bldg. Improv.                  | 3     |             | \$0         |             | \$0         |            | \$0          |
| B75907  | 331419  | Maximo Gomez /Domino Park Site Furnishings                    | 3     |             | \$20,396    |             | \$20,396    |            | \$0          |
| B35861  | 331419  | Maximo Gomez / Domino Park Bathroom                           | 3     |             | \$79,604    | \$0         | \$79,604    |            | \$0          |
| B75910  | 331419  | Riverside Park Playground                                     | 3     |             | \$192,040   |             | \$192,040   |            | \$0          |
| B75911  | 331419  | Riverside Park Sports Turf                                    | 3     |             | \$0         |             | \$0         |            | \$0          |
| B75912  | 331419  | Riverside Park Irrigation                                     | 3     |             | \$0         |             | \$0         |            | \$0          |
| B75913  | 331419  | Riverside Park Court Upgrades                                 | 3     |             | \$7,960     |             | \$7,960     |            | \$0          |
| B75914  | 331419  | Riverside Park ADA Upgrades                                   | 3     |             | \$0         |             | \$0         |            | \$0          |
| B75915  | 331419  | Southside Park ADA Improvements - CANCEL                      | 3     |             | \$0         |             | \$0         |            | \$0          |
| B75916  | 331419  | Southside Park Playground Equip. & ADA CANCEL                 | 3     |             | 594         |             | \$594       |            | \$0          |
| B75917  | 331419  | Southside Park Court Upgrades - COMPLETED                     | 3     |             | \$6,000     |             | \$6,000     |            | \$0          |
| B30071  | 331419  | Triangle Park Fencing   | 3     |             | \$33,865    |             | \$33,865    |            | \$0          |
| B75918  | 331419  | Triangle Park Court Upgrades                                  | 3     |             | \$3,800     |             | \$3,800     |            | \$0          |
| B75919  | 331419  | Triangle Park Playground Equip., Site Furnishings & Walkways  | 3     |             | \$12,402    |             | \$12,402    |            | \$0          |
| B75920  | 331419  | Bay of Pigs Park Playground & Site Furnishings                | 4     |             | \$17,912    |             | \$17,912    |            | \$0          |
| B30302  | 331419  | Bryan Park Interior Improvements                              | 4     |             | \$14,580    | \$0         | \$14,580    |            | \$0          |
| B30303  | 331419  | Bryan Park ROW Improvements                                   | 4     |             | \$24,062    |             | \$24,062    |            | \$0          |
| B30072  | 331419  | Bryan Park Tennis Courts                                      | 4     |             | \$8,900     | 0           | \$8,900     |            | \$0          |
| B30073  | 331419  | Bryan Park Tennis Courts Windscreen                           | 4     |             | \$12,458    |             | \$12,458    |            | \$0          |

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| Job No. | CIP No. | Name  | Dist. | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls | Adjustment   |
|---------|---------|---|-------|-------------|-------------|-------------|-------------|------------|--------------|
| B75922  | 331419  | Coral Gate Park Turf Upgrades                                 | 4     |             | \$0         |             | \$0         |            | \$0          |
| B75923  | 331419  | Coral Gate Park Landscaping                                   | 4     |             | \$0         |             | \$0         |            | \$0          |
| B75924  | 331419  | Coral Gate Park Court Upgrades                                | 4     |             | \$0         |             | \$0         |            | \$0          |
| B75925  | 331419  | Coral Gate Park Site Furnishings                              | 4     |             | \$57,429    |             | \$57,429    |            | \$0          |
| B35865  | 331419  | Coral Gate Park Building Improvements - D4 Unalloc.           | 4     |             | \$0         | \$254,227   | \$254,227   | 650,000    | -\$650,000   |
| B35865  | 331419  | Coral Gate Park Building Improvements - D4 QOL Swap           | 4     |             | \$54,093    | \$155,907   | \$210,000   |            | \$0          |
| B35868  | 331419  | Robert King High New Bldg & Site Improv.                      | 4     | \$500,000   | \$100,000   |             | \$100,000   | 500,000    | -\$500,000   |
| B35868  | 331419  | Robert King High New Bldg - D4 Unalloc.                       | 4     |             | \$39,778    | \$960,222   | \$1,000,000 |            | \$0          |
| B30304  | 331419  | Shenandoah Park Improvements                                  | 4     |             | \$1,350,000 |             | \$1,350,000 | 1,000,000  | -\$1,000,000 |
| B30224  | 331419  | West End Park Bldg. Terrace Remodeling - D4 Unall.            | 4     |             | \$175,155   |             | \$175,155   |            | \$0          |
| B75932  | 331419  | West End Park Playground Improvements                         | 4     |             | \$160,000   |             | \$160,000   |            | \$0          |
| B35871  | 331419  | West End Park Pool Bldg. Renovations                          | 4     |             | \$645,000   |             | \$645,000   | 20,000     | -\$20,000    |
| B30081  | 331419  | West End Park Splash Playground                               | 4     |             | \$155,618   |             | \$155,618   |            | \$0          |
| B75938  | 331419  | African Square Park Court Upgrades                            | 5     |             | \$3,760     | \$0         | \$3,760     |            | \$0          |
| B35872  | 331419  | African Square Park Recreation Bldg.                          | 5     |             | \$0         |             | \$0         |            | \$0          |
| B30291  | 331419  | Athalie Range # 1 Mini Park (FDOT Agreement pend.)            | 5     |             | \$96,237    | \$203,763   | \$300,000   |            | \$0          |
| B75979  | 331419  | Athalie Range Park Court Upgrades                             | 5     |             | \$45,436    |             | \$45,436    |            | \$0          |
| B35907  | 331419  | Athalie Range Park Football/Soccer Mini Stadium               | 5     |             | 0           | \$0         | \$0         |            | \$0          |
| B75976  | 331419  | Athalie Range Park Playground Equipment & Site Furnishings    | 5     |             | \$50,000    |             | \$50,000    |            | \$0          |
| B35889  | 331419  | Athalie Range Park Swimming Pool Improv.                      | 5     |             | \$1,088,007 | \$0         | \$1,088,007 |            | \$0          |
| B35889A | 331419  | Athalie Range Park Pool Improv.                               | 5     |             | \$116,557   |             | \$116,557   | 200,000    | -\$200,000   |
| B75981  | 331419  | Athalie Range Rec. Bldg. Improv.                              | 5     |             |             |             | \$0         |            | \$0          |
| B35908  | 331419  | Belafonte Tacolcy - Footsteps of Freedom                      | 5     |             | \$32,400    |             | \$32,400    |            | \$0          |
| B30109  | 331419  | Belafonte Tacolcy Irrigation                                  | 5     |             | \$1,835     |             | \$1,835     |            | \$0          |
| B30206  | 331419  | Belafonte Tacolcy Irrigation System Repairs                   | 5     |             |             |             | \$0         |            | \$0          |
| B35873  | 331419  | Belafonte Tacolcy Center Roof                                 | 5     |             | \$24,000    | \$0         | \$24,000    |            | \$0          |
| B75943  | 331419  | Belafonte Tacolcy Park - Court Upgrades                       | 5     |             | \$20,732    |             | \$20,732    |            | \$0          |
| B75950  | 331419  | Eaton Park - Playground / Site Furnishings                    | 5     |             | \$33,937    |             | \$33,937    |            | \$0          |
| B75951  | 331419  | Eaton Park - Fence  | 5     |             | \$20,292    |             | \$20,292    |            | \$0          |
| B30305  | 331419  | Gibson Park Improvements                                      | 5     |             | \$1,027,335 |             | \$1,027,335 | 500,000    | -\$500,000   |
| B30076  | 331419  | Gibson Park Bldg Improvements - Hurricane Shutters @ Youth Ce | 5     |             | \$28,550    |             | \$28,550    |            | \$0          |
| B35886  | 331419  | Hadley Park Pool Lockers                                      | 5     |             | \$18,985    |             | \$18,985    |            | \$0          |
| B30165  | 331419  | Hadley Park Black Box A/C Structure                           | 5     |             | \$10,830    | \$170,185   | \$181,015   | 120,000    | -\$120,000   |
| B30077  | 331419  | Hadley Park Pool Bldg. Bathroom Floors                        | 5     |             | \$33,600    |             | \$33,600    |            | \$0          |
| B60457  | 331419  | Hadley Park Model City Trust Offices                          | 5     |             | \$96,020    |             | \$96,020    |            | \$0          |
| B35897  | 331419  | Hadley Park Swimming Pool Heating Cooling System              | 5     |             | \$140,382   |             | \$140,382   |            | \$0          |
| B75959  | 331419  | Hadley Park - Site Furnishings                                | 5     |             | \$29,572    |             | \$29,572    |            | \$0          |
| B60493  | 331419  | Lemon City Park - Security / Basketball Lighting              | 5     |             | \$49,968    |             | \$49,968    |            | \$0          |
| B75963  | 331419  | Lemon City Park - Playground & Park Equip.                    | 5     |             | \$13,092    |             | \$13,092    |            | \$0          |
| B75859  | 331419  | Lumms Park Recreation Bldg. Improvement                       | 5     |             | \$395,000   | \$0         | \$395,000   | 150,000    | -\$150,000   |
| B35844  | 331419  | Lumms Park Hist. Bldgs. Restoration (name change)             | 5     |             |             |             | \$0         |            | \$0          |
| B35844  | 331419  | Lumms Park Hist. Bldgs. - shifted 50K to rec. bldg            | 5     |             |             |             | \$0         |            | \$0          |
| B75857  | 331419  | Lumms Park Shelter (two shelters)                             | 5     |             |             |             | \$0         |            | \$0          |
| B30074  | 331419  | Moore Park - Shade Structure                                  | 5     |             | \$80,588    |             | \$80,588    |            | \$0          |
| B75967  | 331419  | Moore Park - Playground Equipment                             | 5     |             | \$117,963   |             | \$117,963   |            | \$0          |
| B75968  | 331419  | Moore Park - Track Resurfacing                                | 5     |             | \$73,378    |             | \$73,378    |            | \$0          |
| B75970  | 331419  | Moore Park - Court Upgrades                                   | 5     |             | \$55,640    |             | \$55,640    |            | \$0          |

| Job No. | CIP No. | Name  | Dist. | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls | Adjustment   |
|---------|---------|---|-------|-------------|-------------|-------------|-------------|------------|--------------|
| B35894  | 331419  | Reeves Park Bldg. Renov.- D5 Unalloc.                           | 5     |             | \$212,042   |             | \$212,042   |            | \$0          |
| B75982  | 331419  | Reeves Park - Playground Equipment                              | 5     |             | \$80,000    |             | \$80,000    |            | \$0          |
| B75983  | 331419  | Reeves Park - Court Upgrades                                    | 5     |             | \$7,958     |             | \$7,958     |            | \$0          |
| B75986  | 331419  | West Buena Vista Park - Playground Equipment                    | 5     |             | \$24,180    |             | \$24,180    |            | \$0          |
| B75988  | 331419  | Williams Park - Playground Equipment                            | 5     |             | \$180,000   |             | \$180,000   |            | \$0          |
| B75991  | 331419  | Williams Park Improvements - D5 Unalloc                         | 5     |             | \$877,200   | \$9,013     | \$886,213   | 1,000,000  | -\$1,000,000 |
| B75995  | 331419  | Williams Park - Site Furnishings                                | 5     |             | \$41,050    | \$0         | \$41,050    |            | \$0          |
| B35895  | 331419  | Parks Master Plan   | CW    |             | \$700,000   | \$0         | \$700,000   |            | \$0          |
| B79901  | 331419  | Parks ADA Transition Plan                                       | CW    |             | \$190,250   |             | \$190,250   |            | \$0          |
| B30078  | 331419  | Contingency Funds - Bond Counsel Svcs                           | CW    |             | \$29,346    |             | \$29,346    |            | \$0          |
| B35904  | 331419  | Neighborhood Parks Improvement Contingency                      | CW    |             | \$645,307   | \$1,333,540 | \$1,978,847 |            | -\$5,310,675 |
| B30541  | 331419  | Citywide Parks Equipment and Site Improvements                  | CW    |             | \$0         | \$0         | \$0         | 1,500,000  | -\$1,500,000 |
| B35855  | 326015  | Watersports Center Hangar Improvements - Design                 | CW    |             | \$50,000    |             | \$50,000    |            | \$0          |
| B30179  | 326015  | Downtown Baywalk Master Plan & Design                           | CW    |             | \$0         | \$450,000   | \$450,000   |            | \$0          |
| B33511  | 326015  | Dinner Key Mooring Grant Matching                               | CW    |             | \$108,836   | \$465,000   | \$573,836   | 150,000    | -\$150,000   |
| B30247  | 326015  | Dinner Key Dredging   | CW    |             | \$114,591   | \$295,409   | \$410,000   | 1,500,000  | -\$1,500,000 |
| B33513  | 326015  | Miamarina Improvements  | CW    |             | \$24,733    |             | \$24,733    |            | \$0          |
| B33514  | 326015  | Marine Stadium Marina Improvements - Boat Rack                  | CW    |             | \$208,775   |             | \$208,775   | 250,000    | -\$250,000   |
| B30225  | 326015  | Marine Stadium Marina Improvements - Fuel Tank & Dispenser      | CW    |             | \$65,000    |             | \$65,000    |            | \$0          |
| B60462  | 326015  | Miamarina Dockmaster 2nd Flr./A/C                               | CW    |             | \$17,005    |             | \$17,005    |            | \$0          |
| B60463  | 326015  | Marine Stadium Marina Bldg. Repairs                             | CW    |             | \$2,017     |             | \$2,017     |            | \$0          |
| B30325  | 326015  | Miamarina Emergency Pier Repairs                                | CW    |             | \$491,852   | \$405,678   | \$897,530   | 200,000    | -\$200,000   |
| B30150  | 326015  | Dinner Key Marina Gratings                                      | CW    |             | \$0         |             | \$0         |            | \$0          |
| B60464  | 326015  | Dinner Key Marina Dockmaster's Office                           | CW    |             | \$0         | \$997,530   | \$997,530   | 900,000    | -\$900,000   |
| B60465  | 326015  | Dinner Key Marina Fuel Dock                                     | CW    |             | \$75,603    | \$0         | \$75,603    |            | \$0          |
| B30182  | 326015  | Coconut Grove Waterfront Master Plan                            | CW    |             | \$250,000   | \$0         | \$250,000   |            | \$0          |
| B30310  | 326015  | Bicentennial Park Ph III Prelim Design FIND Grant               | CW    |             | \$48,429    |             | \$48,429    |            | \$0          |
| B30386  | 326015  | Sewell Park Boat/Kayak Launch Area                              | 1     |             | \$0         | \$37,625    | \$37,625    |            | \$0          |
| B30286  | 326015  | Lummus Landing Post Design & Constr.                            | CW    |             | \$0         |             | \$0         |            | \$0          |
| B33500  | 324002  | Orange Bowl Stadium Ramps & Impr. Balance                       | CW-3  |             | \$0         |             | \$0         |            | \$0          |
| B30297  | 324002  | Orange Bowl 2003 Structural Repairs (\$3,275,810 Contract)      | CW-3  |             | \$3,199,469 |             | \$3,199,469 |            | \$0          |
| B30297  | 324002  | Orange Bowl - 36' Elev. No. & So. Conc. Replacement             | CW-3  |             | \$2,035,524 |             | \$2,035,524 |            | \$0          |
| B30297  | 324002  | Orange Bowl - Metal Stands End Supports                         | CW-3  |             | \$0         |             | \$0         |            | \$0          |
| B30297  | 324002  | Orange Bowl - Raker Beam and Stands Repairs                     | CW-3  |             | \$1,283,294 |             | \$1,283,294 |            | \$0          |
| B30297  | 324002  | Orange Bowl - Security Railing Replacement, Ph II               | CW-3  |             | \$0         |             | \$0         |            | \$0          |
| B30297  | 324002  | Orange Bowl 2003 Structural Contingencies                       | CW-3  |             | \$762,749   |             | \$762,749   |            | \$0          |
| B30153  | 324002  | Orange Bowl Renovation PM Svcs - Prog Mgt Services              | CW-3  |             | \$5,131,966 | \$524,609   | \$5,656,575 |            | \$0          |
| B30153B | 324002  | Orange Bowl Redevelopment - A/E Svcs and Construction           | CW-3  |             | \$0         | \$274,487   | \$274,487   |            | \$0          |
| B30283  | 324002  | Orange Bowl Prof. Engr. Svcs for Pressbox A/C                   | CW-3  |             | \$13,102    |             | \$13,102    |            | \$0          |
| B30269  | 324002  | Orange Bowl Struct. Engr. Svcs for Implementation of Remedial S | CW-3  |             | \$74,295    |             | \$74,295    |            | \$0          |
| B30367  | 324002  | Orange Bowl Press Box Roof Repair                               | CW-3  |             | \$15,000    |             | \$15,000    |            | \$0          |
| B30379  | 324002  | Orange Bowl Stadium Lighting Towers No. 2-8                     | CW-3  | \$500,000   | \$1,454,611 |             | \$1,454,611 |            | \$0          |
| B33516  | 324002  | Orange Bowl Stadium Field Replacement & Equipment               | CW-3  |             | \$108,584   |             | \$108,584   |            | \$0          |
| B60373  | 324002  | Orange Bowl Lower Press Box / Struct. Repairs                   | CW-3  |             | \$610,000   |             | \$610,000   |            | \$0          |
| B60424  | 324002  | Orange Bowl Security Railing Replacement                        | CW-3  |             | \$170,150   |             | \$170,150   |            | \$0          |
| B60425  | 324002  | Orange Bowl New Safety Panels                                   | CW-3  |             | \$342,160   |             | \$342,160   |            | \$0          |
| B35857  | 333142  | Jose Marti / ELH Park Expansion - Gym                           | 3     |             | \$4,500,000 |             | \$4,500,000 | 2,700,000  | -\$2,700,000 |
| B35857  | 333142  | Jose Marti Gym - D3 Unalloc.                                    | 3     |             | \$500,000   |             | \$500,000   |            | \$0          |
| B60478  | 333142  | Jose Marti Park Pool Bldg Improv.                               | 3     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75896  | 333142  | Jose Marti Park Sports Turf Upgrade                             | 3     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75897  | 333142  | Jose Marti Park New Irrigation                                  | 3     |             | \$0         | \$0         | \$0         |            | \$0          |
| B75898  | 333142  | Jose Marti Park Court Upgrades                                  | 3     |             | \$0         | \$0         | \$0         |            | \$0          |
| B30124  | 333142  | Jose Marti Park Splash Playground                               | 3     |             | \$0         |             | \$0         |            | \$0          |



| Job No. | CIP No. | Name  | Dist.  | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls | Adjustment |           |   |
|---------|---------|---|--------|-------------|-------------|-------------|-------------|------------|------------|-----------|---|
| B30229  | 333145  | Robert King High Soccer Complex                         | CW     | \$0         | \$156,136   | \$1,820,114 | \$1,976,250 | 500,000    | -\$500,000 | \$500,000 | Reall to Little Haiti Park & Neighborhood Parks |
| B35907  | 333145  | Athalie Range Park Football/Soccer Mini Stadium         | CW     |             | \$281,734   | \$1,694,516 | \$1,976,250 |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           | Reallocate                                      |
| B30316  | 333138  | Fern Isle Park Improvements                             |        | 1           | \$140,000   | \$4,807,000 | \$4,807,000 |            | \$0        | \$0       |   |
| B30316  | 333138  | Fern Isle Park D1 Unalloc.                              |        | 1           |             | \$560,000   | \$560,000   |            | \$0        | \$0       |   |
| B40670  | 333138  | Fern Isle Cleanup                                       |        | 1           |             | \$608,000   | \$608,000   |            | \$0        | \$0       |   |
| B-60496 | 333138  | Grapeland Heights Park Site Development                 |        | 1           |             | \$3,025,000 | \$3,025,000 |            | \$0        | \$0       |   |
| B35828  | 333138  | Grapeland Park Water HD Swap                            |        | 1           | \$0         | \$0         | \$0         |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B50705  | 352262  | Kinloch Storm Sewer Improvements                        |        | 1           |             | \$714,000   | \$2,286,000 |            | \$0        | \$0       |   |
| B50706  | 352269  | Tamiami Storm Sewer Improvements                        |        | 4           |             | \$564,000   | \$2,436,000 |            | \$0        | \$0       |   |
| B50704  | 352284  | Fairlawn Storm Sewer Improvements Phase 3               |        | 1           |             | \$614,000   | \$821,000   |            | \$0        | \$0       |   |
| B50702  | 352284  | Fairlawn Storm Sewer Pump Station Phase 2A              |        | 1           |             | \$2,565,000 | \$2,565,000 |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B40680  | 341208  | Grand Avenue Improvements                               |        | 2           |             | \$1,399,364 | \$1,399,364 |            | \$0        | \$0       |   |
| NEW     | 341208  | Grand Avenue Improvements Uplighting Est. \$1,000,000   |        | 2           |             | \$0         | \$0         |            | \$0        | \$0       |   |
| B30322  | 341208  | Grand Avenue Improvements Mary and Matilda Extension    |        | 2           |             | \$1,525,401 | \$0         |            | \$0        | \$0       |   |
| B30327  | 341208  | Grand Avenue Improvements Plaza Street Row Landscape    |        | 2           |             | \$75,235    | \$75,235    |            | \$0        | \$0       |   |
|         |         | 341208 Grand Avenue Improvements BALANCE                |        | 2           |             | \$0         | \$0         |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B78509  | 341127  | Calle Ocho Beautification Series 1 Bal. (\$6M)          |        | 3 & 4       |             | \$177,000   | \$177,000   |            | \$0        | \$0       | Reallocate                                      |
| B30289  | 341127  | Calle Ocho Domino Park Exp. Adv. Cost                   |        | 3           |             | \$898       | \$898       |            | \$0        | \$0       |   |
| B30309  | 341127  | Calle Ocho Improvements (Memorial Blvd)                 |        | 3           |             | \$1,298,786 | \$1,298,786 |            | \$0        | \$0       |   |
| B35005  | 341127  | Calle Ocho Improvements - Tower Theater Expansion       |        | 3           |             | \$374,413   | \$374,413   |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B78504  | 341126  | Model City Infrastructure Improvements - Land Swap      |        | 5           |             | \$3,000,000 | \$3,000,000 |            | \$0        | \$0       |   |
| B33150  | 341126  | Model City Infrastructure Improvements Series 2 Balance |        | 5           |             | \$0         | \$0         |            | \$0        | \$0       |   |
| B78505  | 341126  | Model City Infrastructure Improvements - MLK Blvd.      |        | 5           |             | \$3,000,000 | \$3,000,000 |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B38501  | 341157  | Design Dist./ FEC Various Planning Projects             |        | 2           |             | \$125,000   | \$125,000   |            | \$0        | \$0       | Reallocate                                      |
| B31207  | 341157  | Design Dist./ FEC - NE 40th Street Reconstruction       |        | 2           |             | \$1,803,115 | \$1,803,115 |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B39902  | 341210  | Downtown Infrastructure Streets Phase 1                 |        | 2           |             | \$4,363,000 | \$4,363,000 |            | \$0        | \$0       |   |
| B30177  | 341210  | Downtown Infrastruct. Streets Phase 2                   |        | 2           |             | \$60,000    | \$60,000    |            | \$0        | \$0       |   |
| B40666  | 341210  | Downtown Infrastruct. - Brickell Streetscape project    |        | 2           |             | \$225,000   | \$225,000   |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B71209  | 341210  | Downtown & Brickell Area Traffic Operations             |        | 2           |             | \$237,581   | \$237,581   |            | \$0        | \$0       | Reallocate                                      |
| B71209A | 341210  | Dupont Plaza Traffic Circulation PD&E Study             |        | 2           |             | \$48,297    | \$48,297    |            | \$0        | \$0       |   |
| B71209B | 341210  | Miami River Tunnel Feasibility Study - Traffic          |        | 2           |             | \$0         | \$0         |            | \$0        | \$0       |   |
| B71209C | 341210  | Revision to the City of Miami Downtown Paramics         |        | 2           |             | \$214,122   | \$214,122   |            | \$0        | \$0       |   |
| B39901  | 341210  | Downtown Infrastructure Improvement - One Miami         |        | 2           |             | \$4,352,000 | \$4,352,000 |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B60450  | 341213  | Coral Way Beautification Phase II                       | CW-3/4 |             |             | \$1,130,891 | \$1,130,891 |            | \$0        | \$0       |   |
| B30309  | 341213  | Coral Way (Memorial)                                    | 3      |             |             | \$954,823   | \$954,823   |            | \$0        | \$0       |   |
| B60451  | 341213  | Coral Way Beautification Phase I - Uplighting           | CW-3/4 |             |             | \$914,286   | \$914,286   |            | \$0        | \$0       |   |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B78508  | 341214  | NE 2nd Ave. Improvements Series 1 Balance               |        | 5           |             | \$1,425,600 | \$1,425,600 |            | \$0        | \$0       | Reallocate                                      |
|         |         |   |        |             |             |             |             |            |            |           |   |
| B50686  | 311711  | NW 14th Street Improvements                             |        | 1           |             | \$800,000   | \$800,000   |            | \$0        | \$0       |   |

| Job No. | CIP No. | Name  | Dist. | HD Interest | HD Series 1 | HD Series 2 | HD Total    | Shortfalls | Adjustment   |
|---------|---------|---|-------|-------------|-------------|-------------|-------------|------------|--------------|
| B60430  | 311711  | Antonio Maceo Park New Community Bldg.                              | 1     |             | \$664,740   |             | \$664,740   |            | \$0          |
| B30136  | 311711  | Tamiami Canal Drive Street Improvements                             | 1     |             |             |             | \$0         |            | \$0          |
| B30228  | 311711  | NW 19th Terr. Swale Restoration                                     | 1     |             | \$135,260   |             | \$135,260   |            | \$0          |
| B30181  | 311711  | NW 20th Street Beautification                                       | 1     |             |             |             | \$0         |            | \$0          |
| B60496  | 311711  | Grapeland Heights Park Site Development                             | 1     |             | \$3,400,000 |             | \$3,400,000 |            | \$0          |
| B30105  | 311711  | Grapeland Park Comm. Recreation Facil. & Parking Lot                | 1     |             | \$0         |             | \$0         |            | \$0          |
| B39912  | 311711  | D1 QOL Balance (Series 1 = \$5M)                                    | 1     |             | \$0         |             | \$0         |            | \$0          |
| B30140  | 311712  | I-395 Off-ramp Beautification                                       | 2     |             | \$0         |             | \$0         |            | \$0          |
| B60297  | 311712  | Myers Park Security Lighting, Walkway & Conc. Path                  | 2     |             | \$29,522    |             | \$29,522    |            | \$0          |
| B30311  | 311712  | Roberto Clemente Park Water Playground                              | 2     |             | \$98,105    |             | \$98,105    |            | \$0          |
| B30176  | 311712  | Brickell Village Public Plaza Contribution                          | 2     |             | \$400,000   |             | \$400,000   |            | \$0          |
| B60479  | 311712  | South Miami Avenue Improvement                                      | 2     |             | \$295,229   |             | \$295,229   |            | \$0          |
| B30232  | 311712  | Gateways for I-95 & I-395   | 2     |             | \$172,144   |             | \$172,144   |            | \$0          |
| B60319  | 311712  | Simpson Park Trail Grant Match                                      | 2     |             | \$92,000    |             | \$92,000    |            | \$0          |
| B39910  | 311712  | Merrie Christmas Park Playground - D2 QOL Swap for B75864           | 2     |             |             |             | \$0         |            | \$0          |
| B39910  | 311712  | Merrie Christmas Park Site Furnishings - D2 QOL Swap for B75864     | 2     |             |             |             | \$0         |            | \$0          |
| B39910  | 311712  | D2 QOL Balance (Series 1 = \$3M)                                    | 2     |             |             |             | \$0         |            | -\$3,913,000 |
| B39909  | 311713  | Sw 10th Road Enhancements   | 3     |             | \$243,319   |             | \$243,319   |            | \$0          |
| B30230  | 311713  | Glen Royal Pkwy Enhancements  | 3     |             | \$93,189    |             | \$93,189    |            | \$0          |
| B40664  | 311713  | Citywide Sidewalk Replacement Phase 24 Increas                      | 3     |             | \$200,000   |             | \$200,000   |            | \$0          |
| B30309  | 311713  | Memorial Blvd.  | 3     |             | \$2,190,293 |             | \$2,190,293 |            | \$0          |
| B40671  | 311713  | Roads Area Traffic Calming  | 3     |             | \$600,000   |             | \$600,000   |            | \$0          |
| B30302  | 311714  | Bryan Park Interior Improvements                                    | 4     |             | \$110,043   |             | \$110,043   |            | \$0          |
| B30303  | 311714  | Bryan Park ROW Improvements   | 4     |             | \$43,417    |             | \$43,417    |            | \$0          |
| B30134  | 311714  | Bryan Park New Tennis Courts  | 4     |             | \$90,302    | \$909,698   | \$1,000,000 | 500,000    | -\$500,000   |
| B39907  | 311714  | SW 22nd Terr. Improvements - Aston                                  | 4     |             | \$193,000   |             | \$193,000   |            | \$0          |
| B40664  | 311714  | Citywide Sidewalk Replacement Phase 24 Increase                     | 4     |             | \$300,000   |             | \$300,000   |            | \$0          |
| B40661  | 311714  | Increase Curb Contract  | 4     |             | \$200,000   |             | \$200,000   |            | \$0          |
| B40646  | 311714  | Shenandoah Concrete Curbs   | 4     |             | \$100,000   |             | \$100,000   |            | \$0          |
| B40672  | 311714  | Flagami Traffic Calming Improvement                                 | 4     |             | \$595,666   |             | \$595,666   |            | \$0          |
| B30006  | 311714  | Shenandoah Traffic Study  | 4     |             | \$49,879    |             | \$49,879    |            | \$0          |
| B30167  | 311714  | Shenandoah Traffic Calming (borrow for Flag)                        | 4     |             | \$103,500   |             | \$103,500   |            | \$0          |
| B30003  | 311714  | Silver Bluff Traffic Study  | 4     |             | \$49,962    |             | \$49,962    |            | \$0          |
| B30168  | 311714  | Silver Bluff Traffic Calming (borrow for Coral Gate)                | 4     |             | \$103,500   |             | \$103,500   |            | \$0          |
| B50699  | 311714  | SW 11 Street Reconstruction   | 4     |             | \$105,365   |             | \$105,365   |            | \$0          |
| B40698  | 311714  | SW 16th Terr. Road Reconstr. (Ph. II)                               | 4     |             | \$1,061,500 |             | \$1,061,500 |            | \$0          |
| B30163  | 311714  | Water Truck Acquisition   | 4     |             | \$99,500    |             | \$99,500    |            | \$0          |
| B30304  | 311714  | Shenandoah Park Scen. 2 Shortfall                                   | 4     |             | \$244,667   |             | \$244,667   |            | \$0          |
| B30339  | 311714  | West Little Havana Traffic Calming                                  | 4     |             | \$130,000   |             | \$130,000   |            | \$0          |
| B30338  | 311714  | District 4 Curb Replacement Project (PW Request)                    | 4     |             | \$250,605   |             | \$250,605   |            | \$0          |
| B30338A | 311714  | District 4 Curb Replacement Phase 2                                 | 4     |             | \$49,395    |             | \$49,395    |            | \$0          |
| B39905  | 311714  | D4 QOL Balance (Series 1 = \$5M)                                    | 4     |             | \$0         |             | \$0         |            | \$0          |
| B35907  | 311715  | Athalie Range Park Stadium - D5 QOL                                 | 5     |             | \$0         |             | \$0         |            | \$0          |
| B40699  | 311715  | Buena Vista Heights Street Improvements                             | 5     |             | \$2,228,171 |             | \$2,228,171 |            | \$0          |
| B30299  | 311715  | Black Police Precinct - Arch. Svcs.                                 | 5     |             | \$69,700    |             | \$69,700    |            | \$0          |
| B30299  | 311715  | Black Police Precinct - Restoration Project                         | 5     |             | \$234,705   |             | \$234,705   |            | \$0          |
| B30299A | 311715  | Black Police Precinct - Training Center                             | 5     |             | \$111,395   |             | \$111,395   |            | \$0          |
| B35908  | 311715  | Belafonte Tacolcy - Footsteps of Freedom                            | 5     |             | \$36,649    |             | \$36,649    |            | \$0          |
| B35889  | 311715  | Athalie Range Park Swimming Pool Improv.                            | 5     |             | \$436,462   |             | \$436,462   |            | \$0          |
| B35889A | 311715  | Athalie Range Park Swimming Pool Improv.                            | 5     |             | \$85,367    |             | \$85,367    |            | \$0          |
| B40665  | 311715  | Brentwood Village   | 5     |             | \$123,618   | \$876,382   | \$1,000,000 |            | \$0          |
| B30305  | 311715  | Gibson Park Improvements  | 5     |             | \$302,379   |             | \$302,379   |            | \$0          |
| B75963  | 311715  | Lemon City Park Matching Funds                                      | 5     |             | \$0         |             | \$0         |            | \$0          |
| B60493  | 311715  | Lemon City Pk Security /Basketball Lighting Admin Fees (2004)       | 5     |             | \$5,846     |             | \$5,846     |            | \$0          |
| B30204  | 311715  | Model City Beautification (FKA Allapattah 58th Terr. Beautification | 5     |             | \$374,538   |             | \$374,538   |            | \$0          |
| B30392  | 311715  | NW 58 Street and Swale Improvements                                 | 5     |             | \$75,462    |             | \$75,462    |            | \$0          |

Fund in Street Bond Program

Reall to Jose Marti Gym

| Job No.  | CIP No. | Name  | Dist. | HD Interest | HD Series 1           | HD Series 2           | HD Total              | Shortfalls           | Adjustment  |                                  |
|--|---------|---|-------|-------------|-----------------------|-----------------------|-----------------------|----------------------|-------------|----------------------------------|
| B40703   | 311715  | Floral Park Street Improvements Ph. 1                           | 5     |             | \$0                   |                       | \$0                   |                      | \$0         |                                  |
| B30198   | 311715  | Little Haiti Freedom Garden - Plaque for statue                 | 5     |             | \$3,495               |                       | \$3,495               |                      | \$0         | Reallocate to Neighborhood Parks |
| B40690   | 341211  | Miami River Greenways/Streetscape Segment A                     | CW    |             | \$200,370             |                       | \$200,370             |                      | \$0         |                                  |
| B40691   | 341211  | Miami River Greenways/Streetscape Segment B                     | CW    |             | \$72,450              |                       | \$72,450              | -                    | \$0         |                                  |
| B40692   | 341211  | Miami River Greenways/Streetscape Segment C                     | CW    |             | \$115,250             |                       | \$115,250             | -                    | \$0         |                                  |
| B40693   | 341211  | Miami River Greenways/Streetscape Segment E2                    | CW    |             | \$359,520             |                       | \$359,520             |                      | \$0         |                                  |
| B40694   | 341211  | Miami River Greenways/Streetscape Segment F                     | CW    |             | \$111,521             |                       | \$111,521             |                      | \$0         |                                  |
| B40695   | 341211  | Miami River Greenways/Streetscape Segment G                     | CW    |             | \$0                   |                       | \$0                   |                      | \$0         |                                  |
| B40707   | 341211  | Miami River Greenways/Streetscape Neo Lofts Seg E1              | CW    |             | \$338,720             |                       | \$338,720             |                      | \$0         |                                  |
| B40685   | 341211  | Miami River Greenways Design Guidelines                         | CW    |             | \$74,863              |                       | \$74,863              |                      | \$0         |                                  |
| B30227   | 341211  | Miami River Greenways Other (Incl. Circle grant matching)       | CW    |             | \$69,090              | \$0                   | \$69,090              |                      | \$0         |                                  |
| B40686   | 341211  | Miami River Greenways/Streetscape Segment D (ELH)               | CW    |             | \$181,250             | \$296,966             | \$478,216             |                      | \$0         |                                  |
| B40687   | 341211  | East Allapattah River Greenways / Streetscape                   | CW    |             | \$0                   |                       | \$0                   |                      | \$0         |                                  |
| B40643A  | 341211  | North Spring Garden Greenway                                    | CW    |             | \$79,800              | \$100,200             | \$180,000             | -                    | \$0         |                                  |
|  |         |   |       |             |                       |                       |                       |                      |             | Reallocate                       |
| B78502   | 333143  | Museum of Science - Development at Bicentennial Park (CIP Dept) | CW-2  |             | \$700,000             | \$2,100,000           | \$2,800,000           |                      | \$0         |                                  |
| B30169   | 333143  | Museum of Science - Contribution to Park Master Plan (P&Z)      | CW-2  |             | \$700,000             |                       | \$700,000             |                      | \$0         |                                  |
| B78503   | 333144  | Art Museum - Development at Bicentennial Park (CIP Dept)        | CW-2  |             | \$700,000             | \$2,100,000           | \$2,800,000           |                      | \$0         |                                  |
| B30170   | 333144  | Art Museum - Contribution to Park Master Plan (P&Z)             | CW-2  |             | \$700,000             |                       | \$700,000             |                      | \$0         |                                  |
| B30299   | 327001  | Black Police Precinct   | 5     |             | \$1,000,000           |                       | \$1,000,000           | 450,000              | -\$450,000  | \$450,000                        |
| B78512   | 327001  | Hist. Preserv. - Development Initiative Grant Match             | CW    |             | \$20,000              |                       | \$20,000              |                      | \$0         |                                  |
| B78512A  | 327001  | Hist. Preserv. - Development Initiative Grant Match Ph. 2       | CW    |             |                       | \$37,500              | \$37,500              |                      | \$0         |                                  |
| B30121   | 327001  | Hist. Preserv. - City Hall Structural Improv. - Match           | CW    |             | \$0                   | \$395,000             | \$395,000             |                      | \$0         |                                  |
| B78510   | 327001  | Hist. Preserv. - Gusman Hall Restoration                        | CW-2  |             | \$500,000             |                       | \$500,000             |                      | \$0         |                                  |
| B30546   | 327001  | Hist. Preserv. - Gusman Hall Improvements                       |       |             |                       |                       |                       | 825,000              | -\$825,000  | \$825,000                        |
| B3290A   | 327001  | Hist. Preserv. - Miami High Bungalow                            | CW-3  |             | \$251,088             |                       | \$251,088             | -                    | \$0         | Reallocate                       |
| B30218   | 327001  | Hist. Preserv. - Spring Garden Point Park Privacy Wall          | 5     |             | \$11,200              |                       | \$11,200              |                      | \$0         |                                  |
| B38502   | 327001  | Hist. Preservation Other - Series 1                             | CW    |             | \$0                   |                       | \$0                   |                      | \$0         |                                  |
| <b>TOTAL</b>                                     |         |   |       |             | <b>\$ 155,000,000</b> | <b>\$ 100,000,000</b> | <b>\$ 255,000,000</b> | <b>\$ 39,575,334</b> | <b>\$ -</b> | <b>\$ -</b>                      |
| <b>PENDING ALLOCATIONS TO REACH \$255M: \$ 0</b> |         |   |       |             |                       |                       |                       |                      |             |                                  |

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

**Summary Sheet by Approved Project**

*Negative figures in the Appropriation Balance column signify the presence of other funding sources.*

|  | Swaps and             |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  | Total<br>Appropriated | As of:                |                      |  |
|--|-----------------------|--------------------------|----------------------|--|--|---|---|--|--|---|--|---|---|---|--|-----------------------|-----------------------|----------------------|--|
|  | Total                 |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       | Total                 | Appropriation        |  |
|  | Bond<br>Authorization | 1st Series<br>Allocation | Unallocated          | Add'l. Unall. Per<br>CIP Ord 12622<br>on 12/9/04 | Swaps per CIP<br>Ord 12622<br>on 12/9/04 | Unall. per CIP<br>Ord 12665<br>on 3/24/05 | Swaps per CIP<br>Ord 12697<br>on 6/9/05 | Swaps per CIP<br>Ord 12725<br>on 7/28/05 | Swaps per CIP<br>Reso 05-0689<br>on 11/17/05 | Swaps per CIP<br>Reso 06-0120<br>on 2/23/06 | Swaps per CIP<br>Reso 06-0201<br>on 4/6/06 | Swaps per CIP<br>Reso 06-0265<br>on 5/11/06 | Swaps per CIP<br>Reso 06-0336<br>on 5/25/06 | Swaps per CIP<br>Reso 06-0427<br>on 7/13/06 | Swaps per CIP<br>Reso 06-0730<br>on 12/14/06 |                       | Expenditures          | Balance              |  |
| <b>Public Safety</b>                                 |                       |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       |                       |                      |  |
| Police Training Facility                             | 10,000,000            | 4,500,000                | 5,500,000            |  | (9,984,000)                              | 550,000                                   |   | 500,000                                  | 400,000                                      |   |  |   |   | 836,998                                     | 2,302,998                                    | 810,863               | 1,492,135             |                      |  |
| Police Homeland Defense Preparedness Initiative      | 5,500,000             | 1,000,000                |                      |  | 1,828,100                                |   |   | 210,000                                  |  |   |  |   |   | (124,000)                                   | 3,385,385                                    | 3,063,150             | 322,235               |                      |  |
| Fire-Rescue Homeland Defense Preparedness Initiati   | 5,500,000             | 1,500,000                |                      |  |  | (200,000)                                 |   |  |  |   |  |   |   | -   | 970,000                                      | 924,374               | 45,626                |                      |  |
| Neighborhood Fire Stations & Training Facility       | 10,000,000            | 4,500,000                | 1,000,000            |  |  | (2,557,013)                               |   |  | (100,000)                                    |   |  |   |   | (259,067)                                   | 2,583,920                                    | 2,370,950             | 212,970               |                      |  |
| <b>Total Public Safety</b>                           | <b>31,000,000</b>     | <b>11,500,000</b>        | <b>6,500,000</b>     | <b>-</b>   | <b>(8,155,900)</b>                       | <b>(2,207,013)</b>                        | <b>210,000</b>                          | <b>-</b>                                 | <b>971,285</b>                               | <b>300,000</b>                              | <b>-</b>                                   | <b>-</b>                                    | <b>-</b>                                    | <b>(259,067)</b>                            | <b>9,242,303</b>                             | <b>7,169,336</b>      | <b>2,072,967</b>      |                      |  |
| <b>Parks and Recreation</b>                          |                       |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       |                       |                      |  |
| Little Haiti Park Land Acquisition & Development     | 25,000,000            | 20,000,000               |                      |  |  |   |   |  | 5,000,000                                    |   |  |   |   |   | 25,000,000                                   | 15,565,891            | 9,434,109             |                      |  |
| Virginia Key Park Improvements                       | 5,000,000             | 1,000,000                | 202,000              |  | 1,207,785                                | 1,543,450                                 |   |  |  |   |  |   |   |   | 3,953,235                                    | 3,037,338             | 915,897               |                      |  |
| Bicentennial Park Improvements                       | 10,000,000            | 3,000,000                | 2,670,000            |  | 500,000                                  | 2,057,900                                 |   |  |  |   |  |   |   |   | 8,227,900                                    | 11,054,823            | (2,826,923)           |                      |  |
| Pace Park Improvements                               | 4,000,000             | 2,500,000                |                      |  |  | (550,000)                                 |   |  |  |   |  |   |   |   | 1,950,000                                    | 2,084,383             | (134,383)             |                      |  |
| Neighborhood Park Improve. & Acq. (See Attachmen     | 31,000,000            | 15,500,000               | 1,300,000            | 3,567,035  | 2,075,000                                | (743,653)                                 |   | 882,808                                  | (634,642)                                    | (960,222)                                   | (203,763)                                  | 305,000                                     | (626,568)                                   | (309,173)                                   | 20,151,822                                   | 16,195,753            | 3,956,069             |                      |  |
| Citywide Waterfront Improvements                     | 10,000,000            | 1,700,000                |                      |  |  | 1,622,000                                 |   | 387,001                                  | 238,390                                      | (1,000,000)                                 |  | (929,467)                                   |   | (561,083)                                   | 1,456,841                                    | 447,961               | 1,008,880             |                      |  |
| Orange Bowl Stadium Ramps & Improvements             | 16,000,000            | 16,000,000               |                      |  |  |   |   | (6,200,000)                              | (300,000)                                    | 3,826,249                                   | 203,763                                    | 624,467                                     | 1,038,425                                   | 8,000                                       | 15,200,904                                   | 11,485,049            | 3,715,855             |                      |  |
| Jose Marti/East Little Havana Parks Expansion        | 5,000,000             | -                        |                      | 200,000  | 500,000                                  | 3,620,000                                 |   | 680,000                                  |  |   |  |   |   |   | 5,000,000                                    | 676,710               | 4,323,290             |                      |  |
| Soccer Complex Development                           | 10,000,000            | -                        |                      |  |  |   | 241,234                                 | 3,711,266                                | (1,694,516)                                  | (1,820,114)                                 |  |   |   |   | 437,870                                      | 245,334               | 192,536               |                      |  |
| Marine Stadium Renovation                            | 2,000,000             | -                        |                      |  |  |   |   |  |  |   |  |   |   |   | -  | -                     | -                     |                      |  |
| Fern Isle Cleanup and Renovation                     | 9,000,000             | -                        | 1,580,000            | 2,200,000  | 5,220,000                                |   |   |  |  |   |  |   |   |   | 9,000,000                                    | 5,428,986             | 3,571,014             |                      |  |
| <b>Total Parks and Recreation</b>                    | <b>127,000,000</b>    | <b>59,700,000</b>        | <b>5,752,000</b>     | <b>5,967,035</b>                                 | <b>9,502,785</b>                         | <b>7,549,697</b>                          | <b>241,234</b>                          | <b>-</b>                                 | <b>(538,925)</b>                             | <b>2,609,232</b>                            | <b>45,913</b>                              | <b>-</b>                                    | <b>-</b>                                    | <b>411,857</b>                              | <b>(862,256)</b>                             | <b>90,378,572</b>     | <b>66,222,228</b>     | <b>24,156,344</b>    |  |
| <b>Streets and Drainage</b>                          |                       |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       |                       |                      |  |
| Flagami Storm Water Mitigation (See Attachment)      | 10,000,000            | 10,000,000               |                      |  |  | (5,643,000)                               |   |  |  |   |  |   |   | 100,000                                     | 4,457,000                                    | 3,015,154             | 1,441,846             |                      |  |
| Grand Avenue Improvements                            | 3,000,000             | 3,000,000                |                      |  |  |   |   |  | (1,076,424)                                  |   |  |   |   | 1,076,424                                   | 3,000,000                                    | 4,421,988             | (1,421,988)           |                      |  |
| Calle Ocho Improvements                              | 6,000,000             | 3,000,000                | 750,000              |  |  | (1,200,000)                               |   |  | (522,700)                                    |   |  |   |   |   | 2,027,300                                    | 1,932,015             | 95,285                |                      |  |
| Model City Infrastructure Improvements               | 6,000,000             | 3,000,000                | 1,000,000            |  |  | 2,000,000                                 |   |  |  |   |  |   |   |   | 6,000,000                                    | 5,271,353             | 728,647               |                      |  |
| Design District/FEC Corridor Improvements            | 10,000,000            | 3,000,000                | 500,000              |  | (1,571,885)                              | 508,750                                   |   |  |  |   |  |   | (152,790)                                   |   | 2,284,075                                    | 2,168,381             | 115,694               |                      |  |
| Downtown Infrastructure Improvements                 | 10,000,000            | 10,000,000               |                      |  |  | (500,000)                                 |   |  |  |   |  |   |   |   | 9,500,000                                    | 7,346,072             | 2,153,928             |                      |  |
| Coral Way Improvements                               | 3,000,000             | -                        | 1,500,000            |  | 1,500,000                                |   |   |  |  |   |  |   |   |   | 3,000,000                                    | 2,915,960             | 84,040                |                      |  |
| NE 2nd Avenue Improvements (36 St. to 78 St.)        | 6,000,000             | -                        | 1,000,000            |  |  |   |   | 425,600                                  |  |   |  |   |   |   | 1,425,600                                    | 461,442               | 964,158               |                      |  |
| <b>Total Streets and Drainage</b>                    | <b>54,000,000</b>     | <b>32,000,000</b>        | <b>4,750,000</b>     | <b>-</b>   | <b>(571,885)</b>                         | <b>(4,334,250)</b>                        | <b>-</b>                                | <b>-</b>                                 | <b>425,600</b>                               | <b>(1,599,124)</b>                          | <b>-</b>                                   | <b>-</b>                                    | <b>-</b>                                    | <b>(152,790)</b>                            | <b>1,176,424</b>                             | <b>31,693,975</b>     | <b>27,532,364</b>     | <b>4,161,611</b>     |  |
| <b>Quality of Life</b>                               |                       |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       |                       |                      |  |
| District 1 Neighborhood Quality of Life Improvements | 5,000,000             | 5,000,000                |                      |  |  |   |   |  |  |   |  |   |   |   | 5,000,000                                    | 4,899,442             | 100,558               |                      |  |
| District 2 Neighborhood Quality of Life Improvements | 5,000,000             | 3,000,000                |                      |  | (1,865,000)                              | 160,000                                   |   |  |  |   |  | 92,000                                      |   | (300,000)                                   | 1,087,000                                    | 855,449               | 231,551               |                      |  |
| District 3 Neighborhood Quality of Life Improvements | 5,000,000             | 1,450,000                | 2,000,000            |  |  |   |   |  | (31,199)                                     |   |  | (92,000)                                    |   |   | 3,326,801                                    | 3,148,686             | 178,115               |                      |  |
| District 4 Neighborhood Quality of Life Improvements | 5,000,000             | 5,000,000                |                      |  | (210,000)                                |   |   |  | (909,698)                                    |   |  |   |   |   | 3,880,302                                    | 3,258,127             | 622,175               |                      |  |
| District 5 Neighborhood Quality of Life Improvements | 5,000,000             | 5,000,000                |                      |  |  | (876,382)                                 |   |  | (26,499)                                     |   |  |   |   |   | 4,097,119                                    | 1,857,500             | 2,239,619             |                      |  |
| Greenways Improvements                               | 2,000,000             | 1,000,000                | 500,000              |  | (61,087)                                 |   | 390,000                                 |  | 217,000                                      | (45,913)                                    |  |   |   | (397,166)                                   | 1,602,834                                    | 1,150,097             | 452,737               |                      |  |
| Neighborhood Gateways Improvements                   | 4,000,000             | 1,600,000                |                      |  |  |   | (256,234)                               | (390,000)                                | (857,960)                                    |   |  |   |   |   | 95,806                                       | 58,005                | 37,801                |                      |  |
| Museum of Science                                    | 3,500,000             | -                        |                      |  | 650,000                                  | 350,000                                   | 400,000                                 |  |  |   |  |   |   |   | 1,400,000                                    | 1,006,899             | 393,101               |                      |  |
| Miami Art Museum                                     | 3,500,000             | -                        |                      |  | 650,000                                  | 950,000                                   | (200,000)                               |  |  |   |  |   |   |   | 1,400,000                                    | 1,155,074             | 244,926               |                      |  |
| <b>Total Quality of Life</b>                         | <b>38,000,000</b>     | <b>22,050,000</b>        | <b>2,500,000</b>     | <b>-</b>   | <b>(775,000)</b>                         | <b>522,531</b>                            | <b>(56,234)</b>                         | <b>-</b>                                 | <b>(857,960)</b>                             | <b>(750,396)</b>                            | <b>(45,913)</b>                            | <b>-</b>                                    | <b>-</b>                                    | <b>(697,166)</b>                            | <b>21,889,862</b>                            | <b>17,389,280</b>     | <b>4,500,582</b>      |                      |  |
| <b>Historic Preservation</b>                         |                       |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       |                       |                      |  |
| Historic Preservation Initiatives                    | 5,000,000             | 1,750,000                | 1,000,000            |  |  |   |   |  | (395,000)                                    |   |  |   |   |   | 1,795,288                                    | 1,409,860             | 385,428               |                      |  |
| <b>Total Historic Preservation</b>                   | <b>5,000,000</b>      | <b>1,750,000</b>         | <b>1,000,000</b>     | <b>-</b>   | <b>-</b>                                 | <b>-</b>                                  | <b>(395,000)</b>                        | <b>-</b>                                 | <b>(395,000)</b>                             | <b>-</b>                                    | <b>-</b>                                   | <b>-</b>                                    | <b>-</b>                                    | <b>-</b>                                    | <b>1,795,288</b>                             | <b>1,409,860</b>      | <b>385,428</b>        |                      |  |
| <b>Unallocated</b>                                   |                       |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       |                       |                      |  |
| <b>Total Unallocated Balance</b>                     |                       |                          |                      |  |  |   |   |  |  |   |  |   |   |   |  |                       |                       |                      |  |
| <b>Total Program</b>                                 | <b>\$ 255,000,000</b> | <b>\$ 127,000,000</b>    | <b>\$ 20,502,000</b> | <b>\$ 5,967,035</b>                              | <b>\$ -</b>                              | <b>\$ 1,530,965</b>                       | <b>\$ -</b>                             | <b>\$ -</b>                              | <b>\$ -</b>                                  | <b>\$ -</b>                                 | <b>\$ -</b>                                | <b>\$ -</b>                                 | <b>\$ -</b>                                 | <b>\$ -</b>                                 | <b>\$ -</b>                                  | <b>\$ 155,000,000</b> | <b>\$ 119,723,068</b> | <b>\$ 35,276,932</b> |  |

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

**Contract Summary Sheet by Approved Project**

| CIP<br>No.                          |  | A  | B                     |
|-------------------------------------|--|--|-----------------------|
|                                     |  | Designated Expenses<br>Currently Under Contract<br>and/or Negotiations | Contracted<br>Amount  |
| <b><u>Public Safety</u></b>         |  |  |                       |
| 312043                              | Police Training Facility                             | 2,302,998  | 2,301,008             |
| 312048                              | Police Homeland Defense Preparedness Initiative      | 3,385,385  | 3,181,421             |
| 313305                              | Fire-Rescue Homeland Defense Preparedness Initiative | 970,000  | 924,374               |
| 313306                              | Neighborhood Fire Stations & Training Facility       | 2,583,920  | 2,496,091             |
|                                     | Total Public Safety                                  | <u>9,242,303</u>   | <u>8,902,894</u>      |
| <b><u>Parks and Recreation</u></b>  |  |  |                       |
| 331412                              | Little Haiti Park Land Acquisition & Development     | 31,193,414   | 23,161,701            |
| 331416                              | Virginia Key Park Improvements                       | 4,804,458  | 4,402,130             |
| 331418                              | Bicentennial Park Improvements                       | 15,668,039   | 14,335,011            |
| 333104                              | Pace Park Improvements                               | 2,887,521  | 1,950,000             |
| 331419                              | Neighborhood Park Improve. & Acq.                    | 38,912,988   | 25,337,376            |
| 326015                              | Citywide Waterfront Improvements                     | 1,881,586  | 753,754               |
| 324002                              | Orange Bowl Stadium Ramps & Improvements             | 15,700,904   | 15,403,270            |
| 333142                              | Jose Marti/East Little Havana Parks Expansion        | 7,782,692  | 4,713,284             |
| 333145                              | Soccer Complex Development                           | 437,870  | 308,934               |
| N/A                                 | Marine Stadium Renovation                            | -  | -                     |
| 333138                              | Fern Isle Cleanup and Renovation                     | 9,140,000  | 9,014,130             |
|                                     | Total Parks and Recreation                           | <u>128,409,472</u>   | <u>99,379,591</u>     |
| <b><u>Streets and Drainage</u></b>  |  |  |                       |
| 3 CIP's                             | Flagami Storm Water Mitigation                       | 5,157,000  | 4,210,387             |
| 341208                              | Grand Avenue Improvements                            | 6,073,315  | 4,461,838             |
| 341127                              | Calle Ocho Improvements                              | 2,048,716  | 2,003,797             |
| 341126                              | Model City Infrastructure Improvements               | 6,005,000  | 5,416,807             |
| 341157                              | Design District/FEC Corridor Improvements            | 2,284,075  | 2,284,075             |
| 341210                              | Downtown Infrastructure Improvements                 | 9,500,000  | 8,631,183             |
| 341213                              | Coral Way Improvements                               | 3,000,000  | 2,935,509             |
| 341214                              | NE 2nd Avenue Improvements (36 St. to 78 St.)        | 1,425,600  | 1,050,500             |
|                                     | Total Streets and Drainage                           | <u>35,493,706</u>  | <u>30,994,096</u>     |
| <b><u>Quality of Life</u></b>       |  |  |                       |
| 311711                              | District 1 Neighborhood Quality of Life Improvements | 5,000,000  | 4,873,067             |
| 311712                              | District 2 Neighborhood Quality of Life Improvements | 1,087,002  | 1,019,549             |
| 311713                              | District 3 Neighborhood Quality of Life Improvements | 3,326,801  | 3,235,533             |
| 311714                              | District 4 Neighborhood Quality of Life Improvements | 3,780,301  | 3,296,899             |
| 311715                              | District 5 Neighborhood Quality of Life Improvements | 4,087,786  | 2,301,283             |
| 341211                              | Greenways Improvements                               | 3,604,651  | 2,038,928             |
| 341212                              | Neighborhood Gateways Improvements                   | 95,000   | 94,856                |
| 333143                              | Museum of Science                                    | 1,400,000  | 1,400,000             |
| 333144                              | Miami Art Museum                                     | 1,400,000.00   | 1,400,000             |
|                                     | Total Quality of Life                                | <u>23,781,541</u>  | <u>19,660,116</u>     |
| <b><u>Historic Preservation</u></b> |  |  |                       |
| 327001                              | Historic Preservation Initiatives                    | 1,494,788  | 1,794,508             |
|                                     | Total Historic Preservation                          | <u>1,494,788</u>   | <u>1,794,508</u>      |
|                                     | <b>Total Program</b>                                 | <b>\$ 198,421,810</b>  | <b>\$ 160,731,205</b> |

CIP PROJECT: 312043  
Police Training Facility

| Appropriations                                 |  | Contract Amount |                  | Contract Balance |                          | Req./P.O. # |  |
|--|--|-----------------|------------------|------------------|--------------------------|-------------|--|
| B/Number                                       | Vendor/Description   | Allocation      | Payments to Date | Contract Balance | Contractor/Vendor        | Req./P.O. # |  |
| Homeland Defense/Neighborhood Improvement Bond |  |                 | 2,302,998.00     |                  |                          |             |  |
| Total: \$                                      |  |                 | 2,302,998.00     |                  |                          |             |  |
| <b>Expenditures</b>                            |  |                 |                  |                  |                          |             |  |
| B-72910  | Police Training Facility - (New) - Costs of due diligence and closing expenses for parcel located on NW 20 St. adjacent to I-95 to be conveyed to City by FDOT (\$7,697,002 to be added in Series 2) | 1,990.09        | -                | -                |                          |             |  |
| B-72910  | Police Training Facility - (New) -Professional Design services.  | 2,286,998.00    | 358,852.93       | 1,928,145.07     | Spillis Candela Partners | P063206     |  |
| B-72910  | To provide appraisal services on vacant land located on NW 20th street & 19th terrace between 7th Ave & I-95.  | 1,750.00        | 1,750.00         | -                | Waronker & Associates    | P052017     |  |
| B-72910  | To provide a PHI Environmental services on vacant land located on NW 20 street & 19th Terrace between 7th Ave & I-95   |                 | -                | -                | URS Corporation          | P052020     |  |
| B-72910  | College of Policing - for surveying services   | 10,999.76       | 10,999.76        | 10,999.76        | A R Toussaint & Assoc    | P064438     |  |
| B-72910  | Advertising  | 116.65          | 116.65           | -                | Daily Business Review    | AD 7824     |  |
| B-72910  | Advertising  | 382.50          | 382.50           | -                | Diario Las Americas      | AD 7824     |  |
| B-72910  | Advertising  | 761.00          | 761.00           | -                | Miami Times              | AD 7824     |  |
| Totals:  |  | 2,302,998.00    | 2,301,007.91     | 1,939,144.83     |                          |             |  |
| 09/30/06                                       | Balance of Appropriations:   | \$0.00          | \$               | 1,990.09         |                          |             |  |
| 10/26/2006                                     | Run Date of  |                 |                  |                  |                          |             |  |

**CIP PROJECT: 312048 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations  |   | Homeland Defense Preparedness Initiative |                 | Homeland Defense/Neighborhood Improvement Bond |                  | Homeland Defense/Neighborhood Improvement Bond |                                       | Homeland Defense/Neighborhood Improvement Bond   |             | Homeland Defense/Neighborhood Improvement Bond |          | Homeland Defense/Neighborhood Improvement Bond |                   | Homeland Defense/Neighborhood Improvement Bond |             | Homeland Defense/Neighborhood Improvement Bond |          | Homeland Defense/Neighborhood Improvement Bond |                   | Homeland Defense/Neighborhood Improvement Bond |             |
|---|---|--|-----------------|--|------------------|--|---------------------------------------|--|-------------|--|----------|--|-------------------|--|-------------|--|----------|--|-------------------|--|-------------|
| B/Number  | Vendor/Description  | Allocation                               | Contract Amount | Payments to Date                               | Contract Balance | Req./P.O. #                                    | Contractor/Vendor                     | Comments   | Req./P.O. # | Contractor/Vendor                              | Comments | Req./P.O. #                                    | Contractor/Vendor | Comments                                       | Req./P.O. # | Contractor/Vendor                              | Comments | Req./P.O. #                                    | Contractor/Vendor | Comments                                       | Req./P.O. # |
| <p><b>Funding Sources:</b></p> <p>Homeland Defense/Neighborhood Improvement Bond</p> <p style="text-align: right;">Total: \$ 3,385,385.00</p> |   |  |                 |  |                  |  |                                       |  |             |  |          |  |                   |  |             |  |          |  |                   |  |             |
| <b>Expenditures</b>   |   |  |                 |  |                  |  |                                       |  |             |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Police Preparedness Initiatives   | 0.66                                     |                 |  |                  |  |                                       |  |             |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Four Med-Eng EOD-8 Bomb Suits and Helmets   | 59,776.00                                | 59,776.00       | 59,776.00                                      | -                | P229186  | Med-Eng Systems                       | Emergency purchase memo signed 3-5-03  | P229186     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Swintek MK 700 EDU System Four  | 17,980.00                                | 17,980.00       | 17,980.00                                      | -                | P233696  | Cinequip Inc                          |  | P233696     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Ion Track Vapor Tracer Portable Contraband Detector   | 24,900.00                                | 24,900.00       | 24,900.00                                      | -                | P040398  | Smiths Detection Inc.                 | Not considered sole source per Purchasing so will be rebid per Lourdes in Police   | P040398     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Surveillance platform   | 150,000.00                               | 150,000.00      | 150,000.00                                     | -                | P054302  | Innovative Surveillance Technology    | signed Agenda Item Summary Form 3-21-05; will be split funded with block grant for a total of \$184,000.   | P054302     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Labor & Materials to install computers and telephone wiring for PC workstations, software and printers for the bomb squad   | 3,031.45                                 | 3,031.45        | 3,031.45                                       | -                | P044897  | Miami Business Telephone Corp         | P. O. decreased by \$7,968.55 to close PO  | P044897     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | VOIDED CHECK FOR PO 044697  | (6,061.90)                               | (6,061.90)      | (6,061.90)                                     | -                |  |                                       | ERROR DONE BY FINANCE - THIS NEEDS TO BE NOTED TO MATCH 9/30/04 REPORT 10 - SEE COMMENT  |             |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | EPIX Scanner System   | 22,489.00                                | 22,489.00       | 22,489.00                                      | -                | P040354  | Logos Imaging LCC                     | Signed BIF on 8/19/04  | P040354     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Sky Watch Sentinel Observation Platform   | 97,141.89                                | 97,141.89       | 97,141.89                                      | -                | P050612  | New Heights Manufacturing             | Per specifications on Quote #19998 Reso #04-0683   | P050612     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-72911   | Mobile Command Center   | 449,335.00                               | 449,335.00      | 449,335.00                                     | -                | P055342  | Florida Counter-Drug Procurement Prog |  | P055342     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30082   | Bomb Squad Prefab building- Design only swapped \$124,000 to 2nd series   |  |                 |  |                  |  |                                       |  |             |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Police Stables  | 8,808.42                                 |                 |  |                  |  |                                       | Signed PAF on 7-22-05  |             |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Police Stables  | 944,140.28                               | 944,140.28      | 852,571.89                                     | 91,568.39        | P055870  | BMA Construction                      | Per Reso 06-0730 dated 12/14/06 this amount of \$124,000 was deducted from Homeland Defense funds for this project.  | P055870     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Police Stables- Professional Services pertaining to the implementation of a Job Order contracting (JOC) system  | 14,162.10                                | 14,162.10       | 14,162.10                                      | -                | P055872  | The Gordian Group Inc.                | signed PAF 8-8-05  | P055872     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Equestrian Center at Lummus Park (\$2,398.00 increase to be added for special inspections)  | 88,828.00                                | 88,828.00       | 86,778.36                                      | 2,049.64         | P050346  | Mc Harry & Associates                 | signed revised PAF on 7/21/06  | P050346     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Lummus Park Ownership List/Mailing  | 344.00                                   | 344.00          | 344.00   | -                | DP 92323                                       | Florida Real Estate Decisions         | signed req 8-10-05; authorized by Res #05-0290 dated 5/12/05   | DP 92323    |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Police Stables-Administration Fees (2005)   | 28,350.00                                | 28,350.00       | 28,350.00                                      | -                | JE 31922                                       |                                       | Vertical - (contract #K-0500328)   | JE 31922    |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Police Stables- provide builders risk insurance   | 5,193.00                                 | 5,193.00        | 5,193.00                                       | 5,193.00         | P056021  | BMA Construction                      | signed req 8-10-05; authorized by Res #04-0515 dated 7/29/04.  | P056021     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Police Stables- Professional Services pertaining to the implementation of a Job Order contracting (JOC) system  | 77.90                                    | 77.90           | 77.90  | -                | P056023  | The Gordian Group Inc.                | signed req on 9-6-05; authorized by Res #04-0515 dated 7/29/04.  | P056023     |  |          |  |                   |  |             |  |          |  |                   |  |             |
| B-30320   | Police Stables- Professional Construction Engineering Observation services (\$6,500.00 increase to be added for original amount of work order once funding made available) (\$21,450.00 increase to be added for continuing CEO services) | 127,950.00                               | 127,950.00      | 119,271.56                                     | 8,678.44         | P056137  | Indigo Service Corp                   | Note: PO will be increased for the balance of \$1,500.00 for Geotechnical services and \$5,000.00 for reimbursable expenses for a total of \$6,500.00 at the end of October, 2005 for the remaining amount due on this work order. | P056137     |  |          |  |                   |  |             |  |          |  |                   |  |             |

**CIP PROJECT: 312048 Homeland Defense/Neighborhood Improvement Bond**

| Police Homeland Defense Preparedness Initiative |  | Homeland Defense/Neighborhood Improvement Bond |                 |                        |                  |  |  |                             |         |
|---|--|--|-----------------|------------------------|------------------|--|--|-----------------------------|---------|
| Appropriations                                  |  |  |                 |                        |                  |  |  |                             |         |
| Funding Sources:                                |  |  |                 |                        |                  |  |  |                             |         |
| Homeland Defense/Neighborhood Improvement Bond  |  |  |                 | 3,385,385.00           |                  |  |  |                             |         |
|   |  |  |                 | Total: \$ 3,385,385.00 |                  |  |  |                             |         |
| Expenditures                                    |  |  |                 |                        |                  |  |  |                             |         |
| B/Number  | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date       | Contract Balance | Comments   | Contractor/Vendor  | Req./P.O. #                 |         |
| B-30320   | Police Stables-Professional Services pertaining to the implementation of a Job Order Contracting (JOC) system                  | 171.34   | 171.34          | 171.34                 | -                | signed req 12/5/05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) system contract #49-00/01 | The Gordian Group Inc.   | P061001                     |         |
| B-30320   | Police Stables-additional work 2-4"  | 11,422.98                                      | 11,422.98       | 4,291.40               | 7,131.58         | signed req on 12/5/05; authorized by Res #05-0290 dated 5/12/05. Job order contracting (JOC) vertical contractor contract #05-00328                                  | BMA Construction   | P061026                     |         |
| B-30320   | Police Stables - Lummus Park-addition work items   | 77,792.10                                      | 77,792.10       |                        | 77,792.10        | Reso#05-0290 dated 5/12/05 City of Miami Job Order Contract (JOC) Contract #K05-00328  | BMA Construction   | R075554                     |         |
| B-30320   | Police Stables- Lummus Park - --Professional services pertaining to the implementation of a Job Order Contracting (JOC) system | 1,166.88                                       | 1,166.88        | 1,166.88               | -                | signed req on 8/3/06; Authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback Establishment of a Job order contracting system. Contracts #49-00/01    | Gordian Group  | P064255                     |         |
| B-30320   | Police Stables-Administration Fees (2006)  | 2,828.00                                       | 2,828.00        | 2,828.00               | -                |  |  |                             |         |
| B-72923   | Police Department South Substation Security Gates - <b>CANCELLED PO - VENDOR CANNOT DO WORK</b>                                |  |                 |                        |                  | <b>PURCHASE ORDER CANCELLED - PAHER CANNOT DO THE WORK</b>   | Paher Construction   | P051544                     |         |
| B-72923   | Police Department South Substation Security Gates  | 40,000.00                                      | 40,000.00       |                        | 40,000.00        | signed PAF on 2-15-06; split funded with \$36,520 in CIP 312042 for a total of \$76,520  | Total Construction   | P052709                     |         |
| B-72926   | Police Headquarters Shower Rehabilitation and ADA upgrades   | 27,223.33                                      |                 |                        |                  | signed revised PAF 4/19/06 with same amounts   |  |                             |         |
| B-72926   | Police Headquarters Shower Rehabilitation and ADA upgrades (remodeling men/women locker room PH I)                             | 447,866.51                                     | 447,866.51      | 447,595.26             | 271.25           | reg signed 2-17-05; split funded with \$19,300 in CIP 312042 for a total of \$59,500.00  | Authorized by Res #04-0516 dated 7/29/04 City of Miami Beach Piggyback Job order Contracts #14-03/04 | Carvon Construction Company | P051427 |
| B-72926   | Police Headquarters Shower Rehabilitation and ADA upgrades (remodeling men/women locker room PH I)                             | 17,914.66                                      | 17,914.66       | 17,914.66              |                  |  | The Gordian Group Inc.   | P051437                     |         |
| B-72926   | Police Headquarters Shower Rehabilitation and ADA upgrades PH I (additional items)   | 9,926.33                                       | 9,926.33        | 9,926.33               |                  | Authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback Job order Contracts #49-00/01   | Carvon Construction Company  | P052863                     |         |
| B-72926   | Police Headquarters Shower Rehabilitation and ADA upgrades - Professional services (PHI additional items)                      | 148.90   | 148.90          | 148.90                 |                  | signed req 3-1-05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04                              | Carvon Construction Company  | P052866                     |         |
| B-72926   | Police Headquarters Shower Rehabilitation and ADA upgrades - Professional services (PHI additional items)                      | 148.90   | 148.90          | 148.90                 |                  | signed req 3-1-05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracts (JOC) contract #49-00/01                              | The Gordian Group Inc.   | P052866                     |         |



**CIP PROJECT: 312048 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations             |  | Funding Sources |                 | Total            |                  |
|----------------------------|--|-----------------|-----------------|------------------|------------------|
| B/Number                   | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance |
| B-72926                    | Fire Alarm Shut-down / Police Headquarters Shower Rehabilitation and ADA upgrades - Professional services pertaining to the implementation of a job order contracting (JOC) system (new shower pan shower trim change) | 73.38           | 73.38           | 73.38            | -                |
| B-72926                    | Fire Alarm Shut-down Police Headquarters Shower Rehabilitation and ADA upgrades (new shower pan shower trim change)  | 4,891.80        | 4,891.80        | 4,891.80         | -                |
| B-72926                    | Police Headquarters Shower Rehabilitation and ADA upgrades- Administration Fees (2005)   | 31,482.00       | 31,482.00       | 31,482.00        | -                |
| B-72926                    | Police Headquarters Shower Rehabilitation and ADA upgrades (Police Headquarters Lockers Emergency)   | 7,452.31        | 7,452.31        | 7,452.31         | 7,452.31         |
| B-72926                    | Police Headquarters Shower Rehabilitation and ADA upgrades-Professional services pertaining to the implementation of a Job Order Contracting (JOC) system  | 111.78          | 111.78          | 111.78           | -                |
| B-60437                    | City of Miami MMPD Fire Suppressor Modifications   | 70,917.00       |                 |                  |                  |
| B-60437                    | City of Miami MMPD Fire Suppressor Modifications- Administration Fees (2006)   | 7,183.00        | 7,183.00        | 7,183.00         |                  |
| B-30219                    | Police Headquarters Restrooms Rehabilitation & ADA upgrade   | 90,952.24       |                 |                  |                  |
| B-30219                    | Police Headquarters Restrooms Rehabilitation & ADA upgrade   | 464,100.60      | 464,100.60      | 301,074.53       | 163,026.07       |
| B-30219                    | Police Headquarters Restrooms Rehabilitation & ADA upgrade - Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.   | 6,961.51        | 6,961.51        | 6,961.51         | -                |
| B-30219                    | Police Headquarters Restrooms Rehabilitation & ADA upgrade- Administration Fees (2005)   | 14,250.00       | 14,250.00       | 14,250.00        | -                |
| B-30219                    | Police Headquarters Restrooms Rehabilitation & ADA upgrade- Administration Fees (2006)   | 4,750.00        | 4,750.00        | 4,750.00         | -                |
| B-30219                    | Police Headquarters Restrooms Rehabilitation & ADA upgrade   | 3,280.65        |                 |                  |                  |
| Totals                     |  | 3,385,385.00    | 3,178,130.80    | 2,774,568.02     | 403,162.78       |
| Balance of Appropriations: |  | 0.00            | \$ 207,254.20   |                  |                  |
| 09/30/06                   | Run Date of  |                 |                 |                  |                  |
| 10/26/2006                 |  |                 |                 |                  |                  |

Comments: signed req 7-5-05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback JOC system contract #49-00/01. This req covers 3 jobs (B-72926, \$73.38, B-30304, \$20.06 and B-30172, \$13.52) for a total of \$106.96, individually too small for a PO.  
 signed req 7-5-05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-03/04.  
 signed req 12/5/05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-03/04.  
 signed req on 12/5/05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) system contract #49-00/01.  
 signed PAF on 2-15-05 & 7-21-05; split funded with \$246,400 NON-CIP for a total of \$324,500  
 signed PAF on 2-17-05; split funded with \$35,000 in CIP 312030 for a total of \$619,305  
 signed req on 7-15-05; authorized by Res. #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contract (JOC) #14-03/04.  
 signed req on 7-15-05; authorized by Res. #04-0515 dated 7/29/04. City of Miami Beach Piggyback JOC System Contract #49-00/01.  
 Balance of PO 043136 not converted from GEMS to Oracle  
 Contractor/Vendor: The Gordian Group Inc. P054884  
 Carvon Construction Company P054881  
 JE 31922  
 Carvon Construction Company P060982  
 The Gordian Group Inc. P061000  
 Carvon Construction Company P055088  
 The Gordian Group Inc. P055093  
 JE 31922  
 Corzo, Castella, Carballo Thompson Salmán R2942

**CIP PROJECT: 313305 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations  |  | Expenditures |                 | Contract Balance |                  | Comments  |                                       | Vendor      |  | Req./P.O. # |  |
|---|--|--------------|-----------------|------------------|------------------|---|---------------------------------------|-------------|--|-------------|--|
| B/Number  | Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments  | Vendor                                | Req./P.O. # |  |             |  |
| <b>Fire-Rescue Homeland Defense Preparedness Initiative</b><br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>Total: \$ 970,000.00 |  |              |                 |                  |                  |   |                                       |             |  |             |  |
| B-72814   | Incident command vehicle   | 167,751.00   | 167,751.00      | 167,751.00       | -                |   | Florida Counter-Drug Procurement Prog | P054854     |  |             |  |
| B-72815   | Technical cache vehicle - This item funded by UASI Grant swapped \$330,000 to 2nd series           | -            | -               | -                | -                | Per Reso 06-0730 dated 12/14/06 this amount of \$330,000 was deducted from Homeland Defense funds for this project. |                                       |             |  |             |  |
| B-72813   | Domestic Security equipment - Original Allocation of \$450,000                                     | 44,174.54    | -               | -                | -                |   |                                       |             |  |             |  |
| B-72813   | Terrorist cache equipment - BALANCE  | 44,174.54    | -               | -                | -                |   |                                       |             |  |             |  |
| B-72813   | 25 Battery Analyzer Systems w/Accessories plus freight   | 59,023.50    | 59,023.50       | 59,023.50        | -                | signed Agenda Item Summary Form 3-30-05;  | Cadex Electronics                     | P054283     |  |             |  |
| B-72813   | Lobster bar cutter   | 1,750.00     | 1,750.00        | 1,750.00         | -                | signed req on 5-25-05   |                                       |             |  |             |  |
| B-72813   | Welding equipment  | 1,600.25     | 1,600.25        | 1,600.25         | -                | signed req on 3-31-03   | Fastcut Industries, Inc.              | P233003     |  |             |  |
| B-72813   | Hydra ram with 6' opening thrust plus freight  | 1,718.22     | 1,718.22        | 1,718.22         | -                | signed req on 3-31-03   | Matheson Tri Gas, Inc.                | P232998     |  |             |  |
| B-72813   | Air hammer 911 master kit  | 1,874.94     | 1,874.94        | 1,874.94         | -                | signed req on 3-31-03   | Ten-8 Fire Equipment, Inc.            | P232998     |  |             |  |
| B-72813   | Hydraulic cut-off ringsaw  | 4,497.64     | 4,497.64        | 4,497.64         | -                | signed req on 3-31-03   | Ten-8 Fire Equipment, Inc.            | P233058     |  |             |  |
| B-72813   | Hydraulic hammer, breakers, etc  | 22,123.66    | 22,123.66       | 22,123.66        | -                | signed req on 3-31-03   | Team Equipment, Inc.                  | P233257     |  |             |  |
| B-72813   | Chiseling hammer, drill, etc.  | 9,244.10     | 9,244.10        | 9,244.10         | -                | signed req on 3-31-03   | Stanley Hydraulic Tools Hillt, Inc.   | P233038     |  |             |  |
| B-72813   | Paratech Acme Thread struts  | 36,014.50    | 36,014.50       | 36,014.50        | -                | signed req on 3-31-03   | Team Equipment, Inc.                  | P233478     |  |             |  |
| B-72813   | Searchcam 2000 Victim Location Standard Probe  | 22,340.00    | 22,340.00       | 22,340.00        | -                | signed req on 4-25-03   | Search Systems Inc.                   | P233276     |  |             |  |
| B-72813   | WMD 1st Responder Hardline Communication Kit   | 12,593.28    | 12,593.28       | 12,593.28        | -                | signed req on 4-29-03   | Fisher Scientific Company             | P233443     |  |             |  |
| B-72813   | Holmatro extraction tools and accessories  | 164,704.00   | 164,704.00      | 164,704.00       | -                | signed memo on 4-25-03; CC mtg of July 10, 2003   | Ten-8 Fire Equipment, Inc.            | P234365     |  |             |  |
| B-72813   | 4 NT Rescue Air Bags with Accessories & 2 Rapid Stair Climbing Sals                                | 41,082.00    | 41,082.00       | 41,082.00        | -                | signed memo on 4-25-03  | Sunshine Fire Equipment               | P235347     |  |             |  |
| B-72813   | Gas detectors and related equipment  | 7,411.62     | 7,411.62        | 7,411.62         | -                | signed req on 5-6-03  | Fisher Scientific Company             | P233880     |  |             |  |
| B-72813   | Beryllium equipment  | 2,359.53     | 2,359.53        | 2,359.53         | -                | signed req on 5-6-03  | Fisher Scientific Company             | P233718     |  |             |  |
| B-72813   | Water pressure extinguishers   | 250.00       | 250.00          | 250.00           | -                | signed req on 5-6-03  | Ten-8 Fire Equipment, Inc.            | P233565     |  |             |  |
| B-72813   | MiniRAE Plus lamp  | 560.50       | 560.50          | 560.50           | -                | signed req on 5-6-03  | Safeco                                | P234450     |  |             |  |
| B-72813   | Haz Cat Kit  | 2,325.00     | 2,325.00        | 2,325.00         | -                | signed req on 5-6-03  | Haztech Systems Inc.                  | P233523     |  |             |  |
| B-72813   | Condor Sawzall and other equipment   | 2,101.24     | 2,101.24        | 2,101.24         | -                | signed req on 5-6-03  | Fisher Scientific Company             | P233577     |  |             |  |
| B-72813   | Mercury monitors, turbojets, med-X Foam Tube   | 8,959.92     | 8,959.92        | 8,959.92         | -                | signed req on 5-19-03   | Municipal Equipment Company           | P233787     |  |             |  |
| B-72813   | Bad Box 30 (10 ea Anthrax/Ricin/Biotax)  | 2,450.00     | 2,450.00        | 2,450.00         | -                | signed req on 5-19-03   | International Security                | P233161     |  |             |  |
| B-72813   | Command Video receiver   | 3,952.29     | 3,952.29        | 3,952.29         | -                |   | Search Systems Inc.                   | P234021     |  |             |  |
| B-72813   | Hazmat smart-strip chemical identification badge   | 1,005.28     | 1,005.28        | 1,005.28         | -                |   | Safety Solutions                      | P233912     |  |             |  |
| B-72813   | 2 AraeRAE gas detection systems and 4 detector monitors  | 31,084.35    | 31,084.35       | 31,084.35        | -                | CC mtg on 7-24-03; signed req on 10-27-03   | Rae Systems Inc.                      | P041438     |  |             |  |
| B-72813   | Sax's Dangerous Properties of Haz materials  | 550.00       | 550.00          | 550.00           | -                | signed req on 7-2-03  | Haztech Systems Inc.                  | P234278     |  |             |  |
| B-72813   | Scott MPC Plus cartridge for full-face respirators, personal protection                            | 1,045.90     | 1,045.90        | 1,045.90         | -                |   | Lab Safety Supply                     | P234011     |  |             |  |
| B-72813   | CPF2, etc.   | 15,804.94    | 15,804.94       | 15,804.94        | -                | signed req on 7-28-03   | Fisher Scientific Company             | P234974     |  |             |  |
| B-72813   | Gear bags  | 690.00       | 690.00          | 690.00           | -                | signed req on 7-28-03   | Flagler Surplus                       | P234867     |  |             |  |
| B-72813   | Standard petrogen package and various accessory items  | 1,596.00     | 1,596.00        | 1,596.00         | -                | signed req on 7-28-03   | Petrogen, Inc.                        | P234906     |  |             |  |
| B-72813   | 2-head strobe lights   | 747.00       | 747.00          | 747.00           | -                | signed req on 8-13-03   | Lab Safety Supply                     | P234872     |  |             |  |
| B-72813   | Stomp 2 Medical Backpacks  | 5,454.00     | 5,454.00        | 5,454.00         | -                | signed req on 10-27-03  | Blackhawk Industries, Inc.            | P040351     |  |             |  |
| B-72813   | Diving equipment such as surface communication station, tanks, chargers, etc plus shipping charges | 22,948.54    | 22,948.54       | 22,948.54        | -                | signed req on 10-27-03  | Austin Diving Center                  | P040982     |  |             |  |
| B-72813   | MFG part.  | 3.40         | 3.40            | 3.40             | -                |   | Tri Gas, Inc.                         | DP314247    |  |             |  |
| B-72813   | HazMat Chemical Identifier   | 56,740.00    | 56,740.00       | 56,740.00        | -                | Bld No. 02-03-211   | Sensir Technologies                   | P042204     |  |             |  |
| B-72813   | Hardware Upgrade to HazMat Identifier Command System   | 5,760.00     | 5,760.00        | 5,760.00         | -                |   | Smiths Detection                      | P045935     |  |             |  |
| B-72813   | Portable Handheld Chemical Detection Monitoring System   | 6,725.00     | 6,725.00        | 6,725.00         | -                |   | Aramco                                | P042203     |  |             |  |
| B-72813   | HR9-92 Ogura Rescue System Kit   | 24,259.98    | 24,259.98       | 24,259.98        | -                |   | Ogura Hypower Corp                    | P040634     |  |             |  |
| B-72813   | Shelves for each of the 4 trailers   | 4,758.00     | 4,758.00        | 4,758.00         | -                |   | Kendall Trailers                      | P040874     |  |             |  |
| B-72813   | Haz Material Handbook for Emergency Response   | 4,315.96     | 4,315.96        | 4,315.96         | -                |   | Fisher Scientific Company             | P041391     |  |             |  |
| B-72813   | Scubapro MK2 Plus First Stage Regulator (20)   | 2,137.20     | 2,137.20        | 2,137.20         | -                |   | Austin Diving Center                  | P041840     |  |             |  |
| B-72813   | MCI Unit Bag plus shipping charges (10)  | 400.00       | 400.00          | 400.00           | -                |   | Bound Tree, Inc.                      | P042819     |  |             |  |
| B-72813   | Spring Link 1/4" Zink Leigh #7030 (100)  | 198.00       | 178.01          | 178.01           | -                |   | Home Depot Store 277                  | P042820     |  |             |  |
| B-72813   | Flagging Tape plus shipping charges  | 15.89        | 15.89           | 15.89            | -                |   | Chief Supply Corp.                    | P042823     |  |             |  |
| B-72813   | Laerdal Pediatric Pocket Mask (116)  | 1,119.40     | 1,119.40        | 1,119.40         | -                |   | Emergency Medical Supply, Inc.        | P042824     |  |             |  |
| B-72813   | Scubapro MK25 Plus First Stage Regulator (20)  | 5,150.00     | 5,150.00        | 5,150.00         | -                |   | Tampon Diving Center                  | P042825     |  |             |  |
| B-72813   | Cylume Light Sticks -green in color plus shipping charges (300)                                    | 300.00       | 300.00          | 300.00           | -                |   | Divers Unlimited                      | P042826     |  |             |  |

CIP PROJECT: 313305 Homeland Defense/Neighborhood Improvement Bond

Fire-Rescue Homeland Defense Preparedness Initiative

| Appropriations                                 |   | Expenditures |                 | Contract Amount  |                  | Contract Balance     |             | Comments                         |  | Req./P.O. # |  |
|--|---|--------------|-----------------|------------------|------------------|----------------------|-------------|----------------------------------|--|-------------|--|
| B/Number                                       | Vendor/Description  | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments             | Req./P.O. # | Vendor                           |  |             |  |
| Funding Sources:                               |   |              |                 |                  |                  |                      |             |                                  |  |             |  |
| Homeland Defense/Neighborhood Improvement Bond |   |              |                 |                  |                  |                      |             |                                  |  |             |  |
| Total: \$ 970,000.00                           |   |              |                 |                  |                  |                      |             |                                  |  |             |  |
| B-72813  | Initiator Hoses for dry suits (20)  | 213.00       | 213.00          | 213.00           | -                |                      | P042827     | Divers Unlimited                 |  |             |  |
| B-72813  | Safety international waist fanny pak (116)  | 5,045.84     | 5,045.84        | 5,045.84         | -                |                      | P043163     | American LaFrance Medic Master   |  |             |  |
| B-72813  | Clear N View Markable Clipboard plus shipping   | 1,256.10     | 1,256.10        | 1,256.10         | -                |                      | P043209     | Ferno-Washington, Inc.           |  |             |  |
| B-72813  | Office supplies for the Mass Casualty Incident (MCI) needs.   | 700.00       | 618.75          | 618.75           | -                | Reso 04-0182         | P043132     | Office Depot                     |  |             |  |
| B-72813  | NT Dual Handheld with 8700 1520 coupler and 8700 1590 adapter   | 2,389.00     | 2,389.00        | 2,389.00         | -                |                      | P043144     | Sunshine Seagrave Fire Equipment |  |             |  |
| B-72813  | MCI Command Bags (10)   | 415.00       | 415.00          | 415.00           | -                |                      | P043127     | Ferno-Washington, Inc.           |  |             |  |
| B-72813  | Top O-ring for Strut and accessories  | 154.50       | 154.50          | 154.50           | -                |                      | P043166     | Team Equipment, Inc.             |  |             |  |
| B-72813  | Stiefing rope plus shipping   | 1,014.10     | 1,014.10        | 1,014.10         | -                |                      | P043171     | KMP Fire                         |  |             |  |
| B-72813  | Grease pencils/china markers plus freight charges   | 198.02       | 198.02          | 198.02           | -                |                      | P043240     | Ferno-Washington, Inc.           |  |             |  |
| B-72813  | Flashlight Sabreite   | 720.00       | 720.00          | 720.00           | -                |                      | P043366     | Municipal Equipment Company      |  |             |  |
| B-72813  | Pelican Headset Lite with cloth strap and rubber strap  | 997.50       | 997.50          | 997.50           | -                |                      | P043369     | Municipal Equipment Company      |  |             |  |
| B-72813  | Lettering for Triage Bag (one time set up fee)  | 35.00        | 35.00           | 35.00            | -                |                      | P043424     | American LaFrance Medic Master   |  |             |  |
| B-72813  | Lettering for Triage Bag plus freight on PO 43103   | 151.50       | 151.50          | 151.50           | -                |                      | P043425     | Bound Tree Medical LLC           |  |             |  |
| B-72813  | Holmatro tool belt w/tool bag   | 4,588.00     | 4,588.00        | 4,588.00         | -                |                      | P043528     | Ten-8 Fire Equipment, Inc.       |  |             |  |
| B-72813  | Paramedic shears (161) plus freight   | 166.39       | 166.39          | 166.39           | -                |                      | P043895     | Emergency Medical Supply, Inc.   |  |             |  |
| B-72813  | Goggles (splash protectors) (161) plus shipping   | 306.94       | 306.94          | 306.94           | -                |                      | P043897     | Carlwood Safety Inc.             |  |             |  |
| B-72813  | Pacific supplies (helmet,goggles,neck protector,anti-fog cloth,tear off lense and gearbag)  | 15,854.80    | 15,854.80       | 15,854.80        | -                |                      | P044009     | Pro-Am Safety, Inc.              |  |             |  |
| B-72813  | Tetra monitors, confined space kit and truck charger  | 7,191.20     | 7,191.20        | 7,191.20         | -                |                      | P044163     | Globe Electric Co, Inc.          |  |             |  |
| B-72813  | Ogura Battery powered Hydraulic combi tool kit  | 16,500.00    | 16,500.00       | 16,500.00        | -                |                      | P044650     | Ogura Hypower Corp               |  |             |  |
| B-72813  | Pull tie II Seal plus freight   | 219.37       | 219.37          | 219.37           | -                |                      | P043983     | E. J. Brooks, Co.                |  |             |  |
| B-72813  | #9810 Glasses, safety Yukon clear frame, clear hardcoat lens  | 158.82       | 158.82          | 158.82           | -                |                      | P044762     | Carlwood Safety Inc.             |  |             |  |
| B-72813  | 100' Hose plus freight  | 1,002.00     | 1,002.00        | 1,002.00         | -                |                      | P044732     | The Air Line by J. Sirk          |  |             |  |
| B-72813  | Akon/Mercury Quick Attack Monitor w/accessories plus freight  | 24,381.50    | 24,381.50       | 24,381.50        | -                |                      | P044828     | Municipal Equipment Company      |  |             |  |
| B-72813  | 4 Color Triage Tarp set with carrying case (10) plus freight  | 9,813.00     | 9,813.00        | 9,813.00         | -                |                      | P043959     | Meibourne Venture Group LLC      |  |             |  |
| B-72813  | Shower Curtain pin sets (100) plus shipping   | 149.00       | 149.00          | 149.00           | -                |                      | P044084     | Home Depot Store 277             |  |             |  |
| B-72813  | 200 Foot Fire Rescue Light Cable Reel System  | 24,251.50    | 24,251.50       | 24,251.50        | -                |                      | P044282     | Lurmanex LLC                     |  |             |  |
| B-72813  | CMC Rescu Resqmax PVC Projectile cover, canister, CO2 & Bobbins, polyspectra  | 933.81       | 933.81          | 933.81           | -                |                      | P045979     | Municipal Equipment Company      |  |             |  |
| B-72813  | Mass Casualty Incident Kits - Yellow china markers  | 127.60       | 127.60          | 127.60           | -                |                      | P051342     | Office Depot                     |  |             |  |
| B-72813  | Mass Casualty Incident Kits -Green Glo Flagging & Black/White striped flag to be used for the marking of contaminated patients plus shipping                            | 254.40       | 254.40          | 254.40           | -                |                      | P051331     | Florida Level & Transit Co       |  |             |  |
| B-72813  | Rescue Harness & equipment  | 3,269.34     | 3,269.34        | 3,269.34         | -                |                      | P051914     | Fisher Scientific Company        |  |             |  |
| B-72813  | Evac Search & Rescue Pak plus shipping  | 793.80       | 793.80          | 793.80           | -                |                      | P051384     | Urban H A R T                    |  |             |  |
| B-72813  | Aldrich-Ichem Library Package for Hazmat ID   | 14,875.00    | 14,875.00       | 14,875.00        | -                |                      | P053493     | Smithis Detection                |  |             |  |
| B-72813  | Canon 6.3 Megapixel Digital Rebel EOS SLR Camera includes Lens, Memory Card, extra battery, case, digital CDDVD Bumer and insurance for 1 year, plus increase of 719.00 | 4,463.00     | 4,463.00        | 4,463.00         | -                |                      | P053363     | Advanced Micro Services          |  |             |  |
| B-72813  | Polarized UV Filter for Canon 6.3 Megapixel Digital Rebel EOS SLR Camera  | 32.00        | 32.00           | 32.00            | -                |                      | P053366     | Niran Corp                       |  |             |  |
| B-72813  | Sterling 1" tubing webbing, sterling 6.8mm Rit 900 heat resistant RIT Lines, 200ft continuous length roll   | 5,285.00     | 5,285.00        | 5,285.00         | -                | signed req 5-25-05   | P054788     | P & R Products                   |  |             |  |
| B-72813  | Ropes, KMilli 1/2 (12.5mm) blue w/ white stripe   | 5,828.40     | 5,828.40        | 5,828.40         | -                | signed req 5-25-05   | P054342     | CMC Rescue Inc.                  |  |             |  |
| B-72813  | CMC Pro Series Stainless Steel Rescue Stretcher   | 585.00       | 585.00          | 585.00           | -                | signed req on 8/7/06 | R075693     | Municipal Equipment Company      |  |             |  |
| Totals:  |   | 970,000.00   | 924,374.04      | 924,374.04       | -                |                      |             |                                  |  |             |  |
| Balance of Appropriations:                     |   | \$0.00       | \$45,625.96     |                  |                  |                      |             |                                  |  |             |  |
| Run Date of 09/30/06                           |   |              |                 |                  |                  |                      |             |                                  |  |             |  |
| 10/10/2006                                     |   |              |                 |                  |                  |                      |             |                                  |  |             |  |



**CIP PROJECT: 331412 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations   |   | Contract Amount |                 | Payments to Date |                  | Contract Balance |  | Contractor/Vendor   |                                    | Req./PO # |  |
|--|---|-----------------|-----------------|------------------|------------------|------------------|--|---|------------------------------------|-----------|--|
| B/Number   | Vendor/Description  | Allocation      | Contract Amount | Payments to Date | Contract Balance |                  |  |   |                                    |           |  |
| <p><b>Appropriations</b></p> <p>Printing Services - 146,200.00</p> <p>General Fund - 25,000,000.00</p> <p>Homeland Defense/Neighborhood Improvement Bond - 100,000.00</p> <p>96 Safe Neighborhood Park Bonds - Interest - 350,000.00</p> <p>Miscellaneous (Revenue (Revenue Project - 3830001) - 320,215.00</p> <p>Miami-Dade County Building Better Communities-General Obligation Bonds - 5,277,000.00</p> <p><b>Total: \$ 31,183,415.00</b></p> |   |                 |                 |                  |                  |                  |  |   |                                    |           |  |
| B-70850  | Design \$27,500 1ST SERIES ALLOCATION   | 27,500.00       | 27,500.00       | 27,500.00        | -                |                  |  | Curtis & Rogers Design Studio, Inc  |                                    | P230490   |  |
| B-30295  | Little Haiti Cultural Center  |                 |                 |                  |                  |                  |  | Zyscovich, Inc  |                                    |           |  |
| B-30295  | Caribbean Marketplaces Deve   |                 |                 |                  |                  |                  |  | Zyscovich, Inc  |                                    |           |  |
| B-30295  | Black Box Theater Deve  |                 |                 |                  |                  |                  |  | Zyscovich, Inc  |                                    |           |  |
| B-30295  | Prof. avcs Caribbean Matrix & Black Box Theater   |                 |                 |                  |                  |                  |  | Zyscovich, Inc  |                                    |           |  |
| B-30295  | Little Haiti Park Cultural Campus \$1,929,655 FIRST SERIES ALLOCATION ONLY (\$5,000,000.00 to be added in Series 2) (\$498,400.00 to be added in 2006-2007-NON HOMELAND)  | 696,569.10      |                 |                  |                  |                  |  | signed PAF 6-1-05, \$1,879,655 (HD Funds Series 1), \$50,000 (SNPB) and \$5,000,000 (HD Funds Series 2) for a total of \$6,928,655.00   |                                    |           |  |
| B-30295  | Little Haiti Cultural Center- Professional/Coastal Engineering Services- Asbestos Analysis  | 1,455.00        | 1,455.00        | 1,455.00         | -                |                  |  | signed revised PAF 5/16/06, \$1,879,655 (HD Funds Series 1), \$50,000 (SNPB) and \$5,000,000 (HD Funds Series 2), \$498,400 Impact Fees (to be added in 2006-2007), \$6,928,655 in MDC Building Better Communities GOB for a total of \$14,395,804.00 | Atc Associates                     | P054603   |  |
| B-30295  | Little Haiti Cultural Center- Professional/ Architectural Services assessment and cost estimate   | 3,984.90        | 3,984.90        | 3,984.90         | -                |                  |  | Agreement #K-0400360  | Post Buckley Shuh & Jernigan       | P233104   |  |
| B-30295  | Little Haiti Cultural Center- Professional/ Architectural Services  | 1,067,045.00    | 1,067,045.00    | 894,824.32       | 72,220.68        |                  |  | signed req. 4-12-05, in accordance with Res #02-144 dated 2/14/02, Res #03-089 dated 1/23/03, Res #04-0151 dated 3/17/04 and Res #05-0126 dated 2/24/05   | Zyscovich, Inc                     | P063520   |  |
| B-30295  | Little Haiti Park Cultural Campus (\$6,900,000 to be appropriated for 9/12/06 CC Mtg)   | 5,060,000.00    | 5,060,000.00    | 30,164.00        | 5,029,836.00     |                  |  | signed req on 1/6/06; as per the attached Res #05-0688 dated 11/17/05 and construction Manager at Risk Agreement  | Prtle Construction                 | P061489   |  |
| B-30295  | Little Haiti Park Cultural Campus - Administration Fees (2006)  | 50,600.00       | 50,600.00       | 50,600.00        | -                |                  |  | authorized by Res 06-0530 (4,946,750)   |                                    | JE 33371  |  |
| B-30295  | Little Haiti Park Cultural Campus - Administration Fees (2006)  | 4,986,750.00    |                 |                  |                  |                  |  |   |                                    |           |  |
| B-30308A   | NON HOMELAND Little Haiti Park Cultural Campus (includes design and construction) - PROF ARCHITECTURAL SERVICES - \$50,000.00 INCREASE for additional work required; BALANCE ON PO WILL BE CLOSED OUT   | 29,799.39       | 29,799.39       | 29,799.39        | -                |                  |  | Little Haiti Park Cultural Campus - Black Box Theater   | Zyscovich, Inc                     | P042515   |  |
| B-38500  | NON-HOMELAND Little Haiti Park Soccer Stadium/Sportsfield and Park Building (additional funds \$443,600 to be added in 2006-2007)   | 650,466.00      |                 |                  |                  |                  |  | authorized by Res 06-0630 (330,250)   |                                    |           |  |
| B-38500  | NON-HOMELAND Little Haiti Park Soccer Stadium/Sportsfield and Park Building (includes design and construction)  | 1,074,761.10    |                 |                  |                  |                  |  | signed revised PAF 5/16/06; split with \$330,250.00 in MDC Building Better Communities GOB CIP unknown and additional funds of \$443,600.00 to be added in 2006-2007 for a total of \$7,997,793.00  |                                    |           |  |
| B-38500  | NON-HOMELAND Little Haiti Park Soccer Stadium/Sportsfield and Park Building (additional funds \$443,600 to be added in 2006-2007)   | 5,725,942.00    | 5,725,942.00    | 1,770,038.61     | 3,955,903.39     |                  |  | Res #04-0785 dated 12/9/04, Res #05-0148 dated 3/10/05 and Res #05-0390 dated 6/9/05  | Recreational Design & Construction | P054709   |  |
| B-38500  | Little Haiti Park - Soccer and Recreation Building - Design-Build Construction  | 196.00          | 196.00          | 196.00           | -                |                  |  |   | Florida Power & Light              | JE 30235  |  |
| B-38500  | Printing Services   | 31,882.25       | 31,882.25       | 31,882.25        | -                |                  |  |   |                                    | DP 98920  |  |
| B-38500  | For the removal and relocation of utilities for the Little Haiti Soccer Park Project  | 59,009.00       | 59,009.00       | 59,009.00        | -                |                  |  |   |                                    | JE 31922  |  |
| B-38500  | Little Haiti Park Soccer Stadium/Sportsfield and Park Building - Administration Fees (2006)   | 10,735.00       | 10,735.00       | 10,735.00        | -                |                  |  | signed req on 3/2/06, in accordance with Professional Services Agreement #K0400360, Work Order Authorization dated 2/9/06.  | ATC Associates                     | P062093   |  |
| B-38500  | Little Haiti Park-Professional Environmental/Coastal Engineering Services - Provide groundwater quality investigation/report through the installation of one deep monitoring well on site. (Report includes recommendations in order to obtain a water permit.) | 75.00           | 75.00           | 75.00            | -                |                  |  | signed req on 1/25/06   | Atlantis Engineering               | P064073   |  |
| B-38500  | Testing   | 460.00          | 460.00          | 460.00           | -                |                  |  | AWAITING APPROVAL ON JUSTIFICATION FROM PURCHASING TO PROCESS   | All State Engineering              | P064621   |  |
| B-38500  | Testing   | 655.00          |                 |                  |                  |                  |  |   |                                    | P71235    |  |
| B-76511  | Little Haiti Park - Land Acquisition Activities - Interest  | 100,000.00      |                 |                  |                  |                  |  |   |                                    |           |  |







**CIP PROJECT: 331412**

**Little Haiti Park Land Acquisition & Development**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations |   | Expenditures |                 | Allocation       |                  | Contract Amount |                 | Payments to Date |                  | Contract Balance |                 | Contractor/Vendor |                  | Comments                                  |  | Res./P.O.#       |  |
|----------------|---|--------------|-----------------|------------------|------------------|-----------------|-----------------|------------------|------------------|------------------|-----------------|-------------------|------------------|---|--|------------------|--|
| B/Number       | Vendor/Description  | Allocation   | Contract Amount | Payments to Date | Contract Balance | Allocation      | Contract Amount | Payments to Date | Contract Balance | Allocation       | Contract Amount | Payments to Date  | Contract Balance | Contractor/Vendor                         | Comments   | Res./P.O.#       |  |
|                | Funding Sources:  |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                | Contribution from General Fund  |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                | Homeland Defense/Neighborhood Improvement Bond  |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                | 99 Safe Neighborhood Park Bonds (5th Year)  |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                | 99 Safe Neighborhood Park Bonds (5th Year)  |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                | Miscellaneous (Revenue) Revenue Project: 363001   |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                | Miami-Dade County Building Better Communities-General Obligation Bonds  |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                |   |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                | <b>Total:</b>   |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
|                |   |              |                 |                  |                  |                 |                 |                  |                  |                  |                 |                   |                  |   |  |                  |  |
| B-78511        | Provide legal services consulting, giving legal advice, formulating legal strategy and acting as counsel with respect to and property acquisition and development related to Little Haiti Park-Project plus increase of \$10,000.00 | 210,016.92   | 210,016.92      | 210,016.92       | -                | 210,016.92      | 210,016.92      | 210,016.92       | -                | 210,016.92       | 210,016.92      | 210,016.92        | -                | Weiss Serota & Helfman PA                 | signed req 12-6-04 per Resolution #04-0399, change order done to increase from \$200K to \$210K    | P061455          |  |
| B-78511        | Advertising for community meeting   | 1,494.60     | 1,494.60        | 1,494.60         | -                | 1,494.60        | 1,494.60        | 1,494.60         | -                | 1,494.60         | 1,494.60        | 1,494.60          | -                | Miami Herald                              | Inv# 1227024001  | AD-10918         |  |
| B-78511        | Publication services rendered for case no. 04-12313 CA13, City of Miami v. Domingo Real Estate Dev. E.I.3   | 184.00       | 184.00          | 184.00           | -                | 184.00          | 184.00          | 184.00           | -                | 184.00           | 184.00          | 184.00            | -                | Daily Business Review                     | payment made with no CIP approval Inv #0050307005  | DP 97678         |  |
| B-78511        | Publication services rendered for case no. 04-12312 CA13, City of Miami v. Domingo Real Estate Dev. E.I.6   | 191.60       | 191.60          | 191.60           | -                | 191.60          | 191.60          | 191.60           | -                | 191.60           | 191.60          | 191.60            | -                | Daily Business Review                     | payment made with no CIP approval Inv #0051631605  | DP 97677         |  |
| B-78511        | Publication services rendered for case no. 04-12152 CA30, City of Miami v. Pele Taylor  | 263.50       | 263.50          | 263.50           | -                | 263.50          | 263.50          | 263.50           | -                | 263.50           | 263.50          | 263.50            | -                | Daily Business Review                     | payment made with no CIP approval Inv #0051632104  | DP 97689         |  |
| B-78511        | Fees for services rendered regarding City of Miami v. Domingo Real Estate Development   | 294.50       | 294.50          | 294.50           | -                | 294.50          | 294.50          | 294.50           | -                | 294.50           | 294.50          | 294.50            | -                | Captain Caplan & Kaye                     | signed DP 8-21-05, Affidavit Numbers, 01229043-001, 01228051-001 and 01229045-001                  | DP 101406        |  |
| B-78511        | Appraisal report for the property located at 207 NE 58th St.  | 1,400.00     | 1,400.00        | 1,400.00         | -                | 1,400.00        | 1,400.00        | 1,400.00         | -                | 1,400.00         | 1,400.00        | 1,400.00          | -                | Quinnivan Appraisal, P.A.                 | signed req 4-29-05   | P063560          |  |
| B-78511        | Furnish & install 85' linear feet of 6" ft high temporary chain link fence with 10 wide double swing gate. Plus increase by \$546.00.   | 1,226.00     | 1,226.00        | 1,226.00         | -                | 1,226.00        | 1,226.00        | 1,226.00         | -                | 1,226.00         | 1,226.00        | 1,226.00          | -                | Warren Fence Co.                          | signed req 5-5-05  | P063861          |  |
| B-78511        | Provide an appraisal update to estimate the market value of the fee simple interest for the properties located at 212 NE 59th Terr, 211 NE 59th St., 215 NE 59th St.  | 5,600.00     | 5,600.00        | 5,600.00         | -                | 5,600.00        | 5,600.00        | 5,600.00         | -                | 5,600.00         | 5,600.00        | 5,600.00          | -                | Integra Appraisal and Real Estate Assoc   | signed req on 6-6-05, per proposal #93-05-288 dated 5/17/05  | P064306          |  |
| B-78511        | Environmental Site Assessment for the properties located at 212 NE 59th Terr, 211 NE 59th St., and 211 NE 59th St., in connection with the proposed construction of Little Haiti Park   | 5,750.00     | 5,750.00        | 5,750.00         | -                | 5,750.00        | 5,750.00        | 5,750.00         | -                | 5,750.00         | 5,750.00        | 5,750.00          | -                | Professional Engineering & Inspection Co. | signed req on 6-6-05, per proposal #93-05-288 dated 5/17/05  | P064467          |  |
| B-78511        | Total cost for the proposed construction of Little Haiti Park located at 301 NE 62nd St., to include foundation concrete slab and walkway   | 20,896.00    | 20,896.00       | 20,896.00        | -                | 20,896.00       | 20,896.00       | 20,896.00        | -                | 20,896.00        | 20,896.00       | 20,896.00         | -                | Demolition Masters                        | signed req 8-18-05;  | P065961          |  |
| B-78511        | Demolition of three wood framed, structures and removal of debris located at 6301 NE 2nd Avenue as part of Little Haiti Project Parcel #93  | 10,016.00    | 10,016.00       | 10,016.00        | -                | 10,016.00       | 10,016.00       | 10,016.00        | -                | 10,016.00        | 10,016.00       | 10,016.00         | -                | Demolition Masters                        | signed req 8-24-05;  | P065970          |  |
| B-78511        | Demolition of three wood framed, structures and removal of debris located at 6301 NE 2nd Avenue as part of Little Haiti Project Parcel #93  | (2,775.00)   | (2,775.00)      | (2,775.00)       | -                | (2,775.00)      | (2,775.00)      | (2,775.00)       | -                | (2,775.00)       | (2,775.00)      | (2,775.00)        | -                | Warren Fence Company                      | JE #33352 was done by Sabrina Blue to reimburse contractor this amount that we overpaid them       | JE 33352         |  |
| B-78511        | Attorney fees due for services provided as Guardian Ad Litem in the below listed case #04-12313 CA13 (City of Miami v. Domingo Real Estate Development), Case #04-12313 CA, 13  | 925.00       | 925.00          | 925.00           | -                | 925.00          | 925.00          | 925.00           | -                | 925.00           | 925.00          | 925.00            | -                | Robert Singer, Esq.                       | signed DP on 8-25-05   | DP 100989        |  |
| B-78511        | 6229-35 NE 2nd Avenue approx. \$275,000 plus \$40K for costs PROPERTY NOT PURCHASED   | -            | -               | -                | -                | -               | -               | -                | -                | -                | -               | -                 | -                | Warren Fence Company                      | property to be acquired per Asset Mgt. on 10-14-05   | DP 100989        |  |
| B-78511        | Furnish & install chain link fence 211-215 ne 54 Terr   | 3,000.00     | 3,000.00        | 3,000.00         | -                | 3,000.00        | 3,000.00        | 3,000.00         | -                | 3,000.00         | 3,000.00        | 3,000.00          | -                | Warren Fence Company                      | PROPERTY NOT PURCHASED Parcel #6775 & 76   | P060147          |  |
| B-78511        | Total demolition of a one story commercial building located at 212 NE 59th Terr, to include foundation concrete slab and hauling away and load of trash on the side of building   | 29,046.00    | 29,046.00       | 29,046.00        | -                | 29,046.00       | 29,046.00       | 29,046.00        | -                | 29,046.00        | 29,046.00       | 29,046.00         | -                | Demolition Masters                        | signed DP on 12/29/05  | P060699          |  |
| B-78511        | Total demolition of a one story commercial building located at 211 NE 59th Terr, to include foundation concrete slab and hauling away and load of trash on the side of building   | 27,426.00    | 27,426.00       | 27,426.00        | -                | 27,426.00       | 27,426.00       | 27,426.00        | -                | 27,426.00        | 27,426.00       | 27,426.00         | -                | Demolition Masters                        | signed DP on 12/29/05  | P061587          |  |
| B-78511        | Final Plans to New Bethany Baptist Church for purchase of property located at 6311-6329 NE 2nd Ave.   | 420,000.00   | 420,000.00      | 420,000.00       | -                | 420,000.00      | 420,000.00      | 420,000.00       | -                | 420,000.00       | 420,000.00      | 420,000.00        | -                | Clerk of Courts                           | signed DP on 12/29/05  | DP 101407        |  |
| B-78511        | Closing costs associated with the acquisition of the property located at 6301-6305 NE 2 Ave.  | 7,253.75     | 7,253.75        | 7,253.75         | -                | 7,253.75        | 7,253.75        | 7,253.75         | -                | 7,253.75         | 7,253.75        | 7,253.75          | -                | Greeninger & Pujoi PA                     | signed DP on 12/29/05  | DP 101412        |  |
| B-78511        | Release of escrow funds for the property located at 6301-05 NE 2 Ave. (aka Keystone Trailer Park)   | (5,000.00)   | (5,000.00)      | (5,000.00)       | -                | (5,000.00)      | (5,000.00)      | (5,000.00)       | -                | (5,000.00)       | (5,000.00)      | (5,000.00)        | -                | Misc. receipts                            | signed DP on 12/29/05  | Misc Rcpt #62730 |  |
| B-78511        | Moving costs for the New Bethany Baptist Church 6311 NE 2 Avenue  | 2,255.00     | 2,255.00        | 2,255.00         | -                | 2,255.00        | 2,255.00        | 2,255.00         | -                | 2,255.00         | 2,255.00        | 2,255.00          | -                | US-1 Van Lines of Florida                 | signed req on 2/9/06;  | R072402          |  |
| B-78511        | Removal of the Church's inventory located at 6311 NE 2nd Ave pursuant to court order  | 6,146.00     | 6,146.00        | 6,146.00         | -                | 6,146.00        | 6,146.00        | 6,146.00         | -                | 6,146.00         | 6,146.00        | 6,146.00          | -                | US-1 Van Lines of Florida                 | signed req on 2/9/06;  | R072402          |  |
| B-78511        | Prorated taxes for the following properties: 301 NE 62 St, 6301-05 NE 2nd Ave, & 320 NE 64th Terr   | 18,395.19    | 18,395.19       | 18,395.19        | -                | 18,395.19       | 18,395.19       | 18,395.19        | -                | 18,395.19        | 18,395.19       | 18,395.19         | -                | Miami Dade Tax Collector                  | 301 NE 62nd St. - \$4,602.74<br>6301-05 NE 2nd Ave. - \$8,511.34<br>320 NE 64th Terr. - \$5,281.11 | DP 101420        |  |
| B-78511        | Costs for Schickman   | 51,600.00    | 51,600.00       | 51,600.00        | -                | 51,600.00       | 51,600.00       | 51,600.00        | -                | 51,600.00        | 51,600.00       | 51,600.00         | -                | UAS Automation Systems                    | signed req on 4/19/06  | P062938          |  |
| B-78511        | For the removal of Asbestos on the City owned property located at 212 NE 59 Terr as part of the Little Haiti Park Project   | 3,660.00     | 3,660.00        | 3,660.00         | -                | 3,660.00        | 3,660.00        | 3,660.00         | -                | 3,660.00         | 3,660.00        | 3,660.00          | -                | MCO Environmental                         | signed req on 5/17/06  | P063084          |  |
| B-78511        | For the removal of Asbestos on the City owned property located at 212 NE 59 Terr as part of the Little Haiti Park Project   | 3,240.00     | 3,240.00        | 3,240.00         | -                | 3,240.00        | 3,240.00        | 3,240.00         | -                | 3,240.00         | 3,240.00        | 3,240.00          | -                | MCO Environmental                         | signed req on 5/17/06  | P063084          |  |



CIP PROJECT: 331412  
 Little Haiti Park Land Acquisition & Development

Homeland Defense/Neighborhood Improvement Bond

| Appropriations   |  | Expenditures  |                 | Contract Amount  |                  | Payments to Date                |           | Contract Balance |  | Contractor/Vendor |  | Req./PO # |  |
|--|--|---------------|-----------------|------------------|------------------|---------------------------------|-----------|------------------|--|-------------------|--|-----------|--|
| Funding Source   | Vendor/Description   | Allocation    | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor               | Req./PO # |                  |  |                   |  |           |  |
| Homeland Defense/Neighborhood Improvement Bond                         | Trailer Park Water Bill  | 3,600.00      | 3,619.42        | 3,519.42         | -                | Miami Dade Water & Sewer        | DP101425  |                  |  |                   |  |           |  |
| 96 State Neighborhood Park Bonds (5th Year)                            | To reimburse the firm Brigham Moore, LLP for the costs in the eminent domain case #04-24598 CA 02-6301 NE 2                                      | 27,164.82     | 27,164.82       | 27,164.82        | -                | Clerk of Courts                 | DP-101424 |                  |  |                   |  |           |  |
| 96 State Neighborhood Park Bonds - Interest                            | To reimburse the firm Brigham Moore, LLP for the costs in the eminent domain case #04-24598 CA 02-6301 NE 2- Additional amount                   | 150.00        | 150.00          | 150.00           | -                |                                 | P-Card    |                  |  |                   |  |           |  |
| Miscellaneous Revenue (Revenue Project: 363001)                        | Payment of 2005 Taxes for parcels in relation to Little Haiti for the following properties: 212 NE 59th Terr, 211 NE 59th S 1, 215 NE 59 Street. | 442.54        | 442.54          | 442.54           | -                | Miami-Dade County Tax Collector | DP 101430 |                  |  |                   |  |           |  |
| Miami-Dade County Building Better Communities-General Obligation Bonds | Deposit for the purchase of property located at 6311-6329 NE 2nd Ave, LHP #92 including deposit fee of \$150.00                                  | 900,150.00    | 900,150.00      | 900,150.00       | -                | Clerk of Courts                 | DP 97673  |                  |  |                   |  |           |  |
|  | Treasurer's Fund JE Interface Posting- Auditor Adjustments FY-2005   | (900,150.00)  | (900,150.00)    | (900,150.00)     | -                |                                 | JE 34611  |                  |  |                   |  |           |  |
|  | To reverse Batch #34611  | 900,150.00    | 900,150.00      | 900,150.00       | -                |                                 | JE 35237  |                  |  |                   |  |           |  |
|  | Totals:  | 31,193,415.00 | 31,193,415.00   | 31,193,415.00    | 9,060,960.67     |                                 |           |                  |  |                   |  |           |  |
| 09/30/06   | Balance of Appropriations:   | \$1.00        | \$1.00          | \$1.00           | \$1.00           |                                 |           |                  |  |                   |  |           |  |
| Run Date: 10/26/2006   |  |               |                 |                  |                  |                                 |           |                  |  |                   |  |           |  |

signed DP 2/8/06; to pay the following accounts:  
 Account #652372200 - \$3,167.72  
 Account #652372200 - \$ 353.89 (this was paid at 351.70 )  
 signed DP on 2-2-06.  
 Refer to DP 101424, this amount was an additional processing fee when depositing the amount of the DP with the Court Registry, paid by a P-Card  
 refer to JE 34285  
 signed DP on 3/27/06. Breakdown is as follows:  
 212 NE 59th Terr - \$12.22  
 211 NE 59th Street - \$363.49  
 215 NE 59th Street - \$66.83

This is the correct encumbrance for this project. Due to an error in Finance in liquidating the incorrect amount on Inv #16 for P-05526. This will be corrected on the next payment for this P-Card.

**CIP PROJECT: 331416 Homeland Defense/Neighborhood Improvement Bond**

| Virginia Key Park Improvements                 |  | Homeland Defense/Neighborhood Improvement Bond |                 |                  |                  |  |                          |             |  |                   |  |             |  |
|--|--|--|-----------------|------------------|------------------|--|--------------------------|-------------|--|-------------------|--|-------------|--|
| Appropriations                                 |  |  |                 |                  |                  |  |                          |             |  |                   |  |             |  |
| Funding Sources:                               |  |  |                 |                  |                  |  |                          |             |  |                   |  |             |  |
| Assessment Lien Revenue                        |  | 111,000.00                                     |                 |                  |                  |  |                          |             |  |                   |  |             |  |
| Homeland Defense/Neighborhood Improvement Bond |  | 3,953,235.00                                   |                 |                  |                  |  |                          |             |  |                   |  |             |  |
| 96 Safe Neighborhood Park Bond (2005)          |  | 740,223.00                                     |                 |                  |                  |  |                          |             |  |                   |  |             |  |
| <b>Total:</b>                                  |  | <b>\$ 4,804,458.00</b>                         |                 |                  |                  |  |                          |             |  |                   |  |             |  |
| Expenditures                                   |  | Contract Amount                                |                 | Payments to Date |                  | Contract Balance   |                          | Comments    |  | Contractor/Vendor |  | Req./P.O. # |  |
| B/Number                                       | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor        | Req./P.O. # |  |                   |  |             |  |
| B-30281  | Old Virginia Key Beach Park Renovations & Repairs  |  |                 |                  |                  |  |                          |             |  |                   |  |             |  |
| B-30281  | Old Virginia Key Beach Park Renovations & Repairs  | 997,179.00                                     | 997,179.00      | 997,179.00       | -                | Estimated total project cost is \$1,580,000; additional funds need to be identified. Additional funds for deductive items A-D identified in CIP 333130 from SNPB in amount of \$126,000. | Regessa Engineering      | P040058     |  |                   |  |             |  |
| B-30281  | Assessment lien revenue funds- NON HOMELAND  | 111,000.00                                     | 111,000.00      | 111,000.00       | -                |  | Regessa Engineering      | P040058     |  |                   |  |             |  |
| B-30281  | Old Virginia Key Beach Renovations/Repairs bond 24"x 36" copy of plans   | 864.00   | 864.00          | 864.00           | -                | Invoices #8236,8591, 8811 and 9106   | ABC Digital Express      | P041657     |  |                   |  |             |  |
| B-30281  | Old Virginia Key Beach Renovations/Repairs processing fee  | 1,000.00                                       | 1,000.00        | 1,000.00         | -                |  | Elena Maslova            | P235365     |  |                   |  |             |  |
| B-30281  | Repair project recording fees  | 37.50  | 37.50           | 37.50            | -                |  | Miami Dade Water & Sewer | DP          |  |                   |  |             |  |
| B-30281  | Advertising  | 87.85  | 87.85           | 87.85            | -                |  | Daily Business Review    | AD 11425    |  |                   |  |             |  |
| B-30281  | Advertising  | 256.70   | 256.70          | 256.70           | -                |  | Diano Las Americas       | AD 11425    |  |                   |  |             |  |
| B-30281  | Advertising  | 306.90   | 306.90          | 306.90           | -                |  | Miami Times              | AD 11425    |  |                   |  |             |  |
| B-30164  | Plans to be initiated by Virginia Key Park Trust   | 33,100.97                                      | -               | -                | -                | Funds appropriated in amendment ord adopted June 24, 2004<br>The amount of \$130,550.00 is pending for revision for a total of #332,550 for B-30164                                      |                          |             |  |                   |  |             |  |
| B-30164  | Virginia Key Beach Park Road Improvements PH I - Master Plan   | 15,120.00                                      | 15,120.00       | 15,120.00        | -                | signed req on 1-25-05  | WRT, Inc.                | P052432     |  |                   |  |             |  |
| B-30164  | For Garbage and trash removal from Virginia Key Beach Park site  | 15,979.03                                      | 15,979.03       | 15,979.03        | -                | signed req on 10-11-05;<br>Inv #1750872-2194-1   | Waste Management         | P060089     |  |                   |  |             |  |
| B-30164  | GE Capital One time charges under lease NO. 291559 for Virginia Key Beach Park Trust for site preparation work needed for construction trailers. | 226,052.00                                     | 226,052.00      | 226,052.00       | -                | signed req on 10-5-05; per BID accepted under Citywide, Miami-Dade BID #3123-307-QTR-LS Rental of office trailers.   | GE Capital Modular Space | P060051     |  |                   |  |             |  |
| B-30164  | Virginia Key Beach Park Road Improvements PH I - Master Plan-Professional services   | 10,000.00                                      | 10,000.00       | 10,000.00        | -                | signed req on 11/18/05;<br>RFQ dated 5/12/05 Stage 2 concept submission  | Bea International        | P060654     |  |                   |  |             |  |
| B-30164  | Professional services for the Virginia Key Park Trust RFQ dated May 12th, 2005 Stage 2 Concept Submission  | 10,000.00                                      | 10,000.00       | 10,000.00        | -                |  | Aarris                   | P061242     |  |                   |  |             |  |
| B-30164  | Electrical Master Plan Developed for Virginia Key Park Trust   | 26,326.40                                      | 26,326.40       | 26,326.40        | -                | Note: PO was set up as a one time payment (N) instead of a blanket so Accounts Payable closed PO.<br>Balance of allocation is \$10,473.60 still available                                | IMDC                     | P061693     |  |                   |  |             |  |
| B-30164  | Electrical Master Plan Developed for Virginia Key Park Trust   | 10,473.60                                      |                 |                  |                  | Approved req on 11/2/06;<br>Replacement of PO 61693 for balance  | IMDC                     | R1146       |  |                   |  |             |  |
| B-30164  | Erosion Control Line Surveying, CAD work, Additional Blue Prints and copies. Plans to be initiated by Virginia Key Park Trust                    | 2,000.00                                       | 2,000.00        |                  | 2,000.00         | R075445  | Sea Systems Corporation  | P064333     |  |                   |  |             |  |

**CIP PROJECT: 331416 Homeland Defense/Neighborhood Improvement Bond**

**Virginia Key Park Improvements**

**Appropriations**

**Funding Sources:**

|  |                        |
|--|------------------------|
| Assessment Lien Revenue                        | 111,000.00             |
| Homeland Defense/Neighborhood Improvement Bond | 3,953,235.00           |
| 96 Safe Neighborhood Park Bond (2005)          | 740,223.00             |
| <b>Total:</b>                                  | <b>\$ 4,804,458.00</b> |

| <b>Expenditures</b>    |  | <b>Allocation</b>   | <b>Contract Amount</b> | <b>Payments to Date</b> | <b>Contract Balance</b> | <b>Comments</b>  | <b>Contractor/Vendor</b>                     | <b>Req./P.O. #</b> |
|------------------------|--|---------------------|------------------------|-------------------------|-------------------------|--|--|--------------------|
| <b>B/Number</b>        | <b>Vendor/Description</b>  |                     |                        |                         |                         |  |  |                    |
| B-30164                | Son Tek Argonaut-XR 1.5 MHz Autonomous multi cell system   | 10,035.00           | 10,035.00              |                         | 10,035.00               |  | AMJ Equipment Corp                           | P064325            |
| B-30164                | Counter Services   | 2,600.00            |                        |                         |                         |  |  |                    |
| B-30164                | Invoice #2006-6417   | 10,035.00           |                        |                         |                         | approved req on 11/17/06<br>approved DP: 12/18/06  | Challenger Enterprises<br>AMJ Equipment Corp | R1583<br>DP        |
| B-30174                | Virginia Key Beach Park Historic Restoration PH II (\$1,046,765 in Series 2)   |                     |                        |                         |                         |  |  |                    |
| B-30184                | Virginia Key Beach Park Circulation Road & Parking Improvements (see comments)   | 344,112.89          |                        |                         |                         | signed req on 1-11-05<br>signed revised PAF 2-2-05 for \$1,207,785 plus a pending approp. Amt of \$1,837,420 for a total of \$3,045,205.<br>signed revised PAF 3-15-05 for \$1,207,785 plus a pending approp. Amt of \$1,543,450 for a total of \$2,751,235.00<br>signed revis |  |                    |
| B-30184                | Virginia Key Beach Park Circulation Road & Parking Improvements  | 199,838.00          | 199,838.00             | 151,860.19              | 47,977.81               |  | Metric Engineering                           | P052068            |
| B-30184                | Virginia Key Beach Park Circulation Road & Parking Improvements--Administration Fees (2005)  | 58,401.00           | 58,401.00              | 58,401.00               |                         |  |  | JE 31922           |
| B-30184                | Virginia Key Beach Park Circulation Road & Parking Lot Improvements  | 2,528,941.53        | 2,528,941.53           | 552,598.84              | 1,976,342.69            | signed req on 1/6/06; authorized by Res #05-0290 dated 5/12/05<br>Job Order Contracts (JOC)<br>Horizontal A  | CW Construction                              | P061373            |
| B-30184                | Virginia Key Beach Park Circulation Road & Parking Lot Improvements- Professional services pertaining to the implementation of a Job Order Contracting (JOC) system. | 37,934.12           | 37,934.12              | 37,934.12               |                         | signed req on 1/6/06; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback establishment of a Job Order contracting (JOC) system: contract #49-00/01.  | The Gordian Group                            | P061461            |
| B-30184                | Virginia Key Beach Park Circulation Road & Parking Improvements -for construction engineering and observatlon services   | 125,649.46          | 125,649.46             | 63,471.27               | 62,178.19               | signed req on 1/6/06; Ref PSA and Res #04 0792<br>(contract #K0401134)   | Metric Engineering                           | P061389            |
| B-30508                | Virginia Key Beach Park Museum   | 25,114.00           |                        |                         |                         |  |  |                    |
| B-30508                | Virginia Key Beach Park Museum - Advertising   | 911.50              | 911.50                 | 911.50                  |                         |  | Miami Times                                  | Ad 13835           |
| B-30508                | Virginia Key Beach Park Museum - Advertising   | 149.50              | 149.50                 | 149.50                  |                         |  | Miami Business Review                        | Ad 13835           |
| B-30508                | Virginia Key Beach Park Museum - Advertising   | 952.00              | 952.00                 | 952.00                  |                         |  | Diaro Las Americas                           | Ad 13835           |
|                        | <b>Totals:</b>   | <b>4,804,457.95</b> | <b>4,379,021.49</b>    | <b>2,280,487.80</b>     | <b>2,098,533.69</b>     |  |  |                    |
| 09/30/06               | <b>Balance of Appropriations:</b>  | <b>\$0.05</b>       | <b>\$ 425,436.51</b>   |                         |                         |  |  |                    |
| Run Date of 10/26/2006 |  |                     |                        |                         |                         |  |  |                    |

| CIP PROJECT: 331418                            |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
| Bicentennial Park Improvements                 |  |  |  |  |  |  |  |  |  |
| Homeland Defense/Neighborhood Improvement Bond |  |  |  |  |  |  |  |  |  |
| Appropriations                                 |  |  |  |  |  |  |  |  |  |
| Funding Sources:                               |  |  |  |  |  |  |  |  |  |
| Homeland Defense/Neighborhood Improvement Bond |  |  |  |  |  |  |  |  |  |
| Florida Inland Navigation District             |  |  |  |  |  |  |  |  |  |
| I-95 Pedestrian Overpass                       |  |  |  |  |  |  |  |  |  |
| I-95 Pedestrian Overpass-Interest              |  |  |  |  |  |  |  |  |  |
| Contribution from FY2003 General Fund          |  |  |  |  |  |  |  |  |  |
| Contribution from FY2004 General Fund          |  |  |  |  |  |  |  |  |  |
| Donation from 360 Developers, LLC              |  |  |  |  |  |  |  |  |  |
| Impact Fees                                    |  |  |  |  |  |  |  |  |  |
| <b>Total: \$ 15,686,264.00</b>                 |  |  |  |  |  |  |  |  |  |

| Expenditures        |  |              |                 |                  |                  |  |  |                                 |         |
|---------------------|--|--------------|-----------------|------------------|------------------|--|--|---------------------------------|---------|
| B/Number            | Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor  | Reg./P.O. #                     |         |
| B-30293             | Bicentennial Park Shoreline Stabilization Project - Construction - PH I  | 297,465.95   |                 |                  |                  |  |  |                                 |         |
| B-30293             | Phase I Bicentennial Park Shoreline Stabilization Project  | 43,000.00    | 43,000.00       | 43,000.00        | -                |  | Edwards & Kelcey, Inc.   | P232790                         |         |
| B-30293             | Phase I General engineering firm for the development of the Bicentennial Park Shoreline Stabilization Project                        | 377,906.00   | 377,906.00      | 377,906.00       | -                |  | Edwards & Kelcey, Inc.   | P233711                         |         |
| B-30293             | Phase I General engineering firm for the development of the Bicentennial Park Shoreline Stabilization Project                        | 501.00       | 501.00          |                  |                  | Approved req on 11/22/06<br>Balance of PO 233711 not converted from GEMS to Oracle | Edwards & Kelcey, Inc.   | R2137                           |         |
| B-30293             | Bicentennial Park Shoreline Stabilization PH I - Administration Fees (2003)  | 80,048.80    | 80,048.80       | 80,048.80        | -                |  | Daily Business Review  | AD 11475                        |         |
| B-30293             | Advertising  | 79.25        | 79.25           | 79.25            | -                |  | Diano Las Americas   | AD 11475                        |         |
| B-30293             | Advertising  | 229.50       | 229.50          | 229.50           | -                |  | Miami Times  | AD 11475                        |         |
| B-30293             | Advertising  | 249.50       | 249.50          | 249.50           | -                |  | High Surveying & Mapping   | P041691                         |         |
| B-30293             | Surveying & Mapping Services-Bicentennial PK PH I  | 3,000.00     | 3,000.00        | 3,000.00         | -                |  | Wingeter Laboratories  | P051392                         |         |
| B-30293             | Testing  | 2,500.00     | 2,500.00        | 2,500.00         | -                |  | Atlantis Engineering   | P051395                         |         |
| B-30293             | Testing  | 860.00       | 860.00          | 860.00           | -                |  | Atlantis Engineering   | P052587                         |         |
| B-30293             | Testing  | 995.00       | 995.00          | 995.00           | -                |  | Atlantis Engineering   | P052121                         |         |
| B-30293             | Testing  | 270.00       | 270.00          | 270.00           | -                |  | Atlantis Engineering   | P052122                         |         |
| B-30293             | Testing  | 975.00       | 975.00          | 975.00           | -                |  | Atlantis Engineering   | P053189                         |         |
| B-30293             | Testing  | 360.00       | 360.00          | 360.00           | -                |  | Atlantis Engineering   | P053417                         |         |
| B-30293             | Testing  | 720.00       | 720.00          | 720.00           | -                |  | Atlantis Engineering   | P053846                         |         |
| B-30293             | Testing  | 2,080.00     | 2,080.00        | 2,080.00         | -                |  | Atlantis Engineering   | P054332                         |         |
| B-30293             | Testing  | 1,200.00     | 1,200.00        | 1,200.00         | -                |  | Evans Environmental & Geosciences  | P235623                         |         |
| B-30293             | Consulting services from EE&G  | 67,942.00    | 67,942.00       | 67,942.00        | -                |  | Attorney's Title Insurance Fund  |                                 |         |
| B-30293             | Title Search Report  | 325.00       | 325.00          | 325.00           | -                |  | Inv #0130373700<br>Reso. R-04-01017, signed req on 4-29-04.<br>Total per reso is \$7,209,069.15 which consists of \$86,957,195.10 for contract costs plus \$251,874.05 for estimated expenses. |                                 |         |
| B-30293             | Bicentennial Park Shoreline Stabilization Project - Construction - PH I  | 4,785,618.00 | 4,785,618.00    | 4,589,943.60     | 195,674.40       |  | Funded by Homeland Defense Bond Monies: \$4,785,618; FIND GRANT \$700,000 and other sources \$1,121,228.46   | Shoreline Foundation Inc.       | P043497 |
| B-30293             | For Professional Services pertaining to Bicentennial Park Shoreline Project- Increase of \$2000.00 for additional inspections needed | 4,000.00     | 4,000.00        | 4,000.00         | -                |  | signed Agenda item on 3/8/06 to increase contract \$5,330,462 to \$15,660,274 for CC mtg 3/23/06 for PH III  | Mei Bellwood Coating Consulting | P044475 |
| B-30293             | Bicentennial Park Shoreline Stabilization Project - Construction - PH I  | (140,753.46) |                 |                  |                  |  |  |                                 |         |
| <b>NON HOMELAND</b> |  |              |                 |                  |                  |  |  |                                 |         |

**CIP PROJECT: 331418 Homelands Defense/Neighborhood Improvement Bond**

| Appropriations                                  |  | Payments to Date        |  | Contract Amount |  | Contract Balance |  | Comments |  | Contractor/Vendor |  | Req./P.O. # |  |
|---|--|-------------------------|--|-----------------|--|------------------|--|----------|--|-------------------|--|-------------|--|
| <b>Funding Sources:</b>                         |  |                         |  |                 |  |                  |  |          |  |                   |  |             |  |
| Homelands Defense/Neighborhood Improvement Bond |  | 8,227,900.00            |  |                 |  |                  |  |          |  |                   |  |             |  |
| Florida Inland Navigation District              |  | 3,119,670.00            |  |                 |  |                  |  |          |  |                   |  |             |  |
| I-95 Pedestrian Overpass                        |  | 168,400.00              |  |                 |  |                  |  |          |  |                   |  |             |  |
| I-95 Pedestrian Overpass-Interest               |  | 20,438.00               |  |                 |  |                  |  |          |  |                   |  |             |  |
| Contribution from FY2003 General Fund           |  | 1,200,000.00            |  |                 |  |                  |  |          |  |                   |  |             |  |
| Contribution from FY2004 General Fund           |  | 900,000.00              |  |                 |  |                  |  |          |  |                   |  |             |  |
| Donation from 360 Developers, LLC               |  | 18,225.00               |  |                 |  |                  |  |          |  |                   |  |             |  |
| Impact Fees                                     |  | 2,031,631.00            |  |                 |  |                  |  |          |  |                   |  |             |  |
| <b>Total:</b>                                   |  | <b>\$ 15,686,264.00</b> |  |                 |  |                  |  |          |  |                   |  |             |  |

| <b>Expenditures</b> |  |              |                 |                  |                  |   |  |             |  |  |  |  |  |
|---------------------|--|--------------|-----------------|------------------|------------------|---|--|-------------|--|--|--|--|--|
| B/Number            | Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor                      | Req./P.O. # |  |  |  |  |  |
| B-30293             | Bicentennial Park Shoreline Stabilization Project - Construction - PH I<br><b>NON HOMELAND</b>                                       | 1,821,228.46 | 1,821,228.46    | 1,821,168.46     | 60.00            | Reso. R-04-01017; signed req on 4-29-04; Total per reso is \$7,209,069.15 which consists of \$36,957,195.10 for contract costs plus \$251,874.05 for estimated expenses.<br><br>Funded by Homelands Defense Bond Monies: \$4,785,618; FIND GRANT \$700,000 and other sources \$1,121,228.46 | Shoreline Foundation Inc.              | P043487     |  |  |  |  |  |
| B-30290             | Bicentennial Park Shoreline Stabilization PH II  | (4,245.93)   |                 |                  |                  | signed PAF 1-14-05 & 1-19-05; signed a revised PAF 8-28-05; split funding with \$2,262,900 Homelands Defense, with \$419,670 FIND, with \$1,308,363 General Fund for a total of \$3,990,933.00  |  |             |  |  |  |  |  |
| B-30290             | Bicentennial Park Shoreline Stabilization PH II<br><b>NON HOMELAND</b>   | 159,295.00   |                 |                  |                  |   |  |             |  |  |  |  |  |
| B-30290             | Bicentennial Park Shoreline Stabilization PH II  | 1,951,900.00 | 1,951,900.00    | 1,951,900.00     |                  | signed req 4-29-05; authorized by Res #05-0131 dated 2/24/05<br>This PO represents increase to contract dated 3/26/03 Ref PO 043497<br>Note: (\$1,951,900.00 is charged to 999307 and \$1,420,717.00 is charged to 999301)  | Shoreline Foundation Inc.              | P053844     |  |  |  |  |  |
| B-30290             | Bicentennial Park Shoreline Stabilization PH II<br><b>NON HOMELAND</b>   | 1,420,717.00 | 1,420,717.00    | 1,321,025.35     | 99,691.65        | signed req 4-29-05; authorized by Res #05-0131 dated 2/24/05<br>This PO represents increase to contract dated 3/26/03 Ref PO 043497<br>Note: (\$1,951,900.00 is charged to 999307 and \$1,420,717.00 is charged to 999301)  | Shoreline Foundation Inc.              | P053844     |  |  |  |  |  |
| B-30290             | Phase II Design and Preparation of PH II FIND grant application  | 238,101.00   | 238,101.00      | 238,101.00       |                  | Reso. R-04-01017; signed req on 4-29-04   | Edwards & Kelcey, Inc.                 | P043504     |  |  |  |  |  |
| B-30290             | Application Fee-General Permit PH II   | 500.00       | 500.00          | 500.00           |                  | Inv #13-0193326-003   | Department of Environmental Protection | DP82279     |  |  |  |  |  |
| B-30290             | Travel reimbursement Phase II Design and Preparation of PH II FIND grant   | 214.93       | 214.93          | 214.93           |                  | Travel Reimbursement Form 6/17-18/04 Reimb  | Robert Weinreb                         | JE 28734    |  |  |  |  |  |
| B-30290             | Bicentennial Park Shoreline Stabilization PH II - Administration Fees (2004)   | 70,000.00    | 70,000.00       | 70,000.00        |                  |   |  |             |  |  |  |  |  |
| B-30290             | Bicentennial Park Shoreline Stabilization Project - PH II  | 2,135.00     | 2,135.00        | 2,135.00         |                  | signed req 4-13-05  | Mel Bellwood Coating Consulting        | P053569     |  |  |  |  |  |
| B-30290             | For Professional Services pertaining to Bicentennial Park Shoreline Stabilization Project PH II - for paint and corrosion inspection | 305.00       | 305.00          | 305.00           |                  | signed req on 10-3-05; refer to PO 053569   | Mel Bellwood Coating Consulting        | P060045     |  |  |  |  |  |
| B-30290             | Bicentennial Park Shoreline Stabilization PH II - Administration Fees (2005)<br><b>NON HOMELAND</b>                                  | 148,021.00   | 148,021.00      | 148,021.00       |                  |   |  | JE 31922    |  |  |  |  |  |

| CIP PROJECT: 331418            |  | Homeland Defense/Neighborhood Improvement Bond |  |
|--------------------------------|--|--|--|
| Bicentennial Park Improvements |  |  |  |
| Appropriations                 |  |  |  |
| Funding Sources:               |  |  |  |
|                                | Homeland Defense/Neighborhood Improvement Bond | 8,227,900.00                                   |  |
|                                | Florida Inland Navigation District             | 3,113,670.00                                   |  |
|                                | L-95 Pedestrian Overpass                       | 168,400.00                                     |  |
|                                | L-95 Pedestrian Overpass-Interest              | 20,438.00                                      |  |
|                                | Contribution from FY2003 General Fund          | 1,200,000.00                                   |  |
|                                | Contribution from FY2004 General Fund          | 900,000.00                                     |  |
|                                | Donation from 360 Developers, LLC              | 18,225.00                                      |  |
|                                | Impact Fees                                    | 2,031,631.00                                   |  |
|                                | <b>Total: \$</b>                               | <b>15,686,264.00</b>                           |  |

| Expenditures |  |              |                 |                  |                  |  |   |             |
|--------------|--|--------------|-----------------|------------------|------------------|--|---|-------------|
| B/Number     | Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                         | Req./P.O. # |
| B-30290      | Bicentennial Park Shoreline Stabilization PH II - Permit Modification Fee  | 250.00       | 250.00          | 250.00           | -                |  | State of Florida                          | DP 99955    |
| B-30290      | Testing  | 100.00       | 100.00          | 100.00           | -                | signed req on 9-14-05: Inv #9951   | Department of Environmental               | DP 99955    |
| B-30290      | Testing  | 100.00       | 100.00          | 100.00           | -                | signed req on 10-3-05  | Atlantis Engineering                      | P066067     |
| B-30290      | Testing  | 700.00       | 700.00          | 700.00           | -                | signed req on 1/5/06   | Atlantis Engineering                      | P060040     |
| B-30290      | Testing  | 400.00       | 400.00          | 400.00           | -                |  | Atlantis Engineering                      | R071983     |
| B-30290      | Testing  | 200.00       | 200.00          | 200.00           | -                |  | Atlantis Engineering                      | P060765     |
| B-30290      | Testing  | 600.00       | 600.00          | 600.00           | -                | signed req on 2/10/06  | Atlantis Engineering                      | P060926     |
| B-30290      | Testing  | 100.00       | 100.00          | 100.00           | -                | signed req on 2/14/06  | Atlantis Engineering                      | P061681     |
| B-30290      | Testing  | 300.00       | 300.00          | 300.00           | -                | signed req on 3/9/06   | Atlantis Engineering                      | P061708     |
| B-30290      | Testing  | 100.00       | 100.00          | 100.00           | -                | signed req on 3/17/06  | Atlantis Engineering                      | P062114     |
| B-30290      | Testing  | 400.00       | 400.00          | 400.00           | -                | signed req on 4/3/06   | Atlantis Engineering                      | P062220     |
| B-30290      | Testing  | 240.00       | 240.00          | 240.00           | -                | signed req on 5/9/06   | Atlantis Engineering                      | R073367     |
| B-30290      | Testing  | 500.00       | 500.00          | 500.00           | -                | signed req on 5/9/06   | Atlantis Engineering                      | P063008     |
|              |  |              |                 |                  |                  | signed Agenda Item Summary Form 1-13-05  | Atlantis Engineering                      | R073767     |
| B-30310      | Bicentennial Park Shoreline Stabilization PH III (1,772,100 in 2nd series)   | 991,675.00   |                 |                  |                  | signed revised PAF 4/24/06; \$1,931,631 of Impact Fees, \$294,675 HD series 1 and \$1,772,100 HD series 2, \$1,000,000 FIND, and \$2,107,382 General Funds in 2007 and split with \$48,429 in CIP 326015 for a total of \$7,154,217                                      |   |             |
| B-30310      | Bicentennial Park Shoreline Stabilization PH III   | 500.00       | 500.00          | 500.00           | -                | File #13-0176167-003   | Florida Dept. of Environmental Protection | DP 99910    |
| B-30310      | Bicentennial Park Shoreline Stabilization PH III   | 60.00        | 60.00           | 60.00            | -                | Inv #015000592100  | Attorneys' Title Insurance Fund           | DP 092344   |
| B-30310      | Bicentennial Park Shoreline Stabilization PH III Professional General Engineering Services (\$10,000.00 INCREASE for additional work required) | 302,440.00   | 302,440.00      | 248,204.00       | 54,236.00        | signed req 4-6-05; Ref Res #03-256 dated 3/27/03 PH I (P233711) Res #04-0107 dated 2/26/04 PH II (P043504) Res #05-0080 dated 2/10/05 PH III and Res #02-144 signed Agenda Item 3/31/06 to amend existing contract with Edwards & Kelcey by \$10,000 for CC mtg 4/27/06. | Edwards & Kelcey Inc.                     | P053442     |
| B-30310      | Bicentennial Park Shoreline Stabilization PH III (2,107,382 in 2nd series) NON HOMELAND  | 8,325.00     |                 |                  |                  |  |   |             |
| B-30310      | Bicentennial Park Shoreline Stabilization PH III to include all work required for the completion of PH III NON HOMELAND                        | 2,923,306.00 |                 |                  |                  | approved req on 1/4/07   | Shoreline Foundation                      | R3543       |
| B-30369      | Bicentennial/Museum Park Technical Assessments   | 21,266.00    |                 |                  |                  |  |   |             |







CIP PROJECT: 333104 Homeland Defense/Neighborhood Improvement Bond

| Pace Park Improvements   |   | Pace Park Improvements |                 | Pace Park Improvements |                  | Pace Park Improvements  |                   | Pace Park Improvements |  |
|--|---|------------------------|-----------------|------------------------|------------------|---|-------------------|------------------------|--|
| B/Number   | Vendor/Description  | Allocation             | Contract Amount | Payments to Date       | Contract Balance | Comments  | Contractor/Vendor | Reg./P.O.#             |  |
| <b>Appropriations</b><br>Funding Sources:<br>Safe Neighborhood Park Bonds (SNPB)<br>Impact Fees allocated in CIP 331371<br>Impact Fees<br>Homeland Defense/Neighborhood Improvement Bond<br>Contribution from Florida Power and Light<br>South Florida Water Management District<br>Total: \$ 2,894,237.00 |   |                        |                 |                        |                  |   |                   |                        |  |
| B-35896  | Furnish & install 3500 square foot Post & Sail Shadezone including center pole pad for Margaret Pace Park Improvements - PH II          | 39,322.75              | 39,322.75       | 39,322.75              | -                | signed req 2-15-05 as per quote dated 1/26/05 based on State Contract #650-001-04-01 and as per BID #38-650-001-L   | BP International  | P063024                |  |
| B-35896  | Margaret Pace Park Improvements PH II (Shoreline)- Administration Fees (2005)   | 44,100.00              | 44,100.00       | 44,100.00              | -                | signed req on 6/28/06, authorized by Res #05-0290 dated 5/12/05, Job Order Contracting (JOC) Horizontal split with \$377,700.00 NON-HOMELAND on same PO for a total of \$548,710.37 | FHP Tectonics     | P063670                |  |
| B-35896  | Margaret Pace Park Improvements- PH II- stabilize the shoreline   | 171,010.37             |                 |                        |                  | Unable to convert PO 063670 from GEIMS to ORACLE  | FHP Tectonics     | R2214                  |  |
| B-35896  | Margaret Pace Park Improvements- PH II -Professional Services pertaining to the implementation of a Job Order Contracting (JOC) System. | 8,907.88               | 8,907.88        |                        | 8,907.88         | signed req on 6/28/06, authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.             | Gordian Group     | P063669                |  |
| Totals:  |   | 2,887,521.18           | 2,596,363.74    | 2,580,483.04           | 17,880.70        |   |                   |                        |  |
| Balance of Appropriations:   |   | \$6,715.82             | \$295,873.26    |                        |                  |   |                   |                        |  |
| Run Date of 10/26/2006   |   |                        |                 |                        |                  |   |                   |                        |  |

**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

| District 1 Neighborhood Park Improvements |  | Homeland Defense/Neighborhood Improvement Bond |                 | Appropriations   |                  | Funding Sources:  |                                    |
|---|--|--|-----------------|------------------|------------------|---|------------------------------------|
| B/Number                                  | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor                  |
| B-30067                                   | Melrose Fencing  | 22,022.25                                      | 22,022.25       | 22,022.25        | -                |   | Island Fence of Florida            |
| B-30068                                   | Curtis Park Track Renovations  | 81,329.00                                      | 81,329.00       | 81,329.00        | -                | PAF shows B-30301 for this project S/B B-30068  | Agile Courts                       |
| B-30068                                   | Curtis Park Track Renovations  | 81,329.00                                      | 81,329.00       | 81,329.00        | -                | PAF shows B-30301 for this project S/B B-30068  | Agile Courts                       |
| B-30301                                   | Curtis Park Repairs - Track Field - Administration Fees (2004 Grapeland Park Com. Rec. Facility & Pkg Lot - PH 3)  | 2,349.00                                       | 2,349.00        | 2,349.00         | -                | PAF shows B-30301 for this project S/B B-30068  | Agile Courts                       |
| B-30105                                   | Grapeland Park site furnishings  | 3,019,152.00                                   | -               | -                | -                | authorized by R06-0530 (2,000,000)  |                                    |
| B-35827                                   | Grapeland Park Improvements PH II: New Water Park (\$18,804,082 to be appropriated for 9/12/06 CC MITG)  | 25,000.00                                      | 25,000.00       | 25,000.00        | -                | authorized by R06-0530 (6,509,000)  | Contract Connection                |
| B-35828                                   | Grapeland Park Improvements PH II: New Water Park (\$18,804,082 to be appropriated for 9/12/06 CC MITG)  | 6,509,000.00                                   | -               | -                | -                | Signed PAF 6-1-05; split funded with \$700,000 in CIP 331419 (HD Funds Interest) and \$2,000,000 in CIP 311711 and \$3,025,000 in CIP 333138 for a total of \$7,000,000.00                                |                                    |
| B-60496                                   | Grapeland Heights Park PH I  | -  | -               | -                | -                | signed req by Cano 1/27/05  | F R Aleman & Associates, Inc.      |
| B-60496                                   | Professional Surveying & Mapping Services for Grapeland Heights Park Site Development  | 13,570.00                                      | 13,570.00       | 13,570.00        | -                | signed req by Cano 1/27/05  | Sign A Rama Miami                  |
| B-60496                                   | 48 x 96 1/2 MDO standard vinyl graphic sign to be installed at Grapeland Heights park  | 682.50   | 682.50          | 682.50           | -                | signed req 2-2-05 ref contract #K0400426 signed change order requests on 8-4-05   | Petro-Hydro, Inc.                  |
| B-60496                                   | Professional Environmental/Coastal Engineering services for Grapeland Heights Site Development - plus increase of \$5,536.68 for additional services required. - plus increases of \$39,220.15, \$8,543.55, & 5,678.91 for additional services required. | 106,991.93                                     | 106,991.93      | 91,195.94        | 15,795.99        | Ref Contract #K0400360; signed req 4-8-05   | ATC Associates                     |
| B-60496                                   | Grapeland Heights Park Site Development PH I   | 4,035.00                                       | 4,035.00        | 4,035.00         | -                | Per proposal #05-1007-R dated 2/11/05   | Ardaman & Associates               |
| B-60496                                   | For Geotechnical Engineering Services pertaining to Grapeland Heights Park Site Development PH I   | 8,000.00                                       | 8,000.00        | 7,640.00         | 360.00           | signed Agenda Item 1-31-06 dated 1-30-06 for CC mtg 2-23-06   | F R Aleman & Associates, Inc.      |
| B-60496                                   | Grapeland Heights Park Site Development PH I site Development: Professional Surveying & Mapping Services   | 4,528.80                                       | 4,528.80        | 4,528.80         | -                | signed req 7-14-05; authorized by Res #04-0786 dated 12/9/04 and Res #05-0137 dated 3/10/05 split funded with \$3,025,000.00 in CIP 333138 and \$2,000,000.00 in CIP 311711 for a total of \$5,979,063.00 | Recreational Design & Construction |
| B-60496                                   | Grapeland Heights Park Ballfield Complex   | -  | -               | -                | -                |   |                                    |
| B-60496                                   | Grapeland Heights Park PH I - To design a Water Park Banquet Hall, Ball Fields & Concession/Restroom Building on existing park site  | 412,022.07                                     | 412,022.07      | 412,022.07       | -                |   | Recreational Design & Construction |
| Total:                                    |  | \$ 23,613,926.00                               |                 |                  |                  |   |                                    |

**CIP PROJECT: 331419**

**District 1 Neighborhood Park Improvements**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations  |   | Funding Sources: |                  | Contract Balance |                  | Contractor/Vendor |  | Req./P.O. # |             |
|---|---|------------------|------------------|------------------|------------------|-------------------|--|-------------|-------------|
| B/Number  | Vendor/Description  | Allocation       | Contract Amount  | Payments to Date | Contract Balance | Contractor/Vendor | Comments   | Req./P.O. # | Req./P.O. # |
| B-60496   | Grapeland Heights Park PH1 -NON HOMELAND  | 216,718.93       |                  |                  |                  |                   | approved req on 12/5/06 unable to convert PO 054710 from GEMS to ORACLE  | R2216       | R2216       |
| B-60496   | Grapeland Heights Park PH1 -NON HOMELAND  | 119,541.16       |                  |                  |                  |                   | approved req on 12/5/06 unable to convert PO 054710 from GEMS to ORACLE  | R2216       | R2216       |
| B-60496   | Grapeland Heights Park PH1 - To design a Water Park, Banquet Hall, Ball Fields & Concession/Restroom Building on existing park site. (\$740,639.71 to be increased for additional work required.) | 621,098.55       | 621,098.55       | 621,098.55       |                  |                   | signed change order 7/12/06, split funded with non homeland amount of \$3,099,360.29 for a total of \$3,800,000.00   |             | P054710     |
| B-60496   | Grapeland Heights Park PH1 (Interest Funded)  | 651,102.15       |                  |                  |                  |                   | signed PAF 6-14-05, split funded with \$1,275,000 in CIP 331419 (FD Fundes Series 1) and \$2,000,000 in CIP 311711 and \$3,025,000 in CIP 333135 for a total of \$7,000,000.00 |             | R2216       |
| B-60496   | Grapeland Heights Park PH1 (Interest Funded)  | 2,105,861.65     | 2,105,861.65     | 2,105,861.65     |                  |                   | approved req on 12/5/06 unable to convert PO 054710 from GEMS to ORACLE  |             | P054710     |
| B-60496   | Grapeland Heights Park PH1 - To design a Water Park, Banquet Hall, Ball Fields & Concession/Restroom Building on existing park site.  | 968,358.20       |                  |                  |                  |                   | approved req on 12/5/06 unable to convert PO 054710 from GEMS to ORACLE  |             | R2216       |
| B-60496   | Grapeland Heights Park PH1 -Professional Construction, Engineering & Observation services   | 82,837.40        | 82,837.40        | 77,496.05        | 5,341.35         |                   | In accordance with PSA #K05-00088, work order authorized 12-27-05. Res #04-0792.   |             | P061719     |
| B-60496   | Grapeland Heights Park PH1 -Administration Fees (2005)  | 119,581.00       | 119,581.00       | 119,581.00       |                  |                   |  |             | P063259     |
| B-60496   | Grapeland Heights Park PH1 -Professional Surveying, Mapping & Miscellaneous services  | 3,200.66         | 3,200.66         |                  | 3,200.66         |                   | signed req on 5/16/06, in Ref to PSA and Resc #03-718, contract #K02-216   |             | P063259     |
| B-60496   | Grapeland Heights Park PH1 -NON HOMELAND  | 190,417.74       |                  |                  |                  |                   |  |             |             |
| Total:  |   |                  | \$ 23,613,926.00 |                  |                  |                   |  |             |             |
| Expenditures  |   |                  |                  |                  |                  |                   |  |             |             |
| Find Grant to be appropriated for 3/8/06 CC Mtg (33,500.00) (B-30386 Sewell Park (Homeland Series 2)) |   |                  |                  | 5,388,470.00     |                  |                   |  |             |             |
| Misc. Revenue   |   |                  |                  | 4,371,771.00     |                  |                   |  |             |             |
| Miami-Dade County Building Better Communities-General Obligation Bonds                                |   |                  |                  | 8,509,000.00     |                  |                   |  |             |             |
| NFL Grant for Curtis Park Turf to be appropriated   |   |                  |                  | 250,000.00       |                  |                   |  |             |             |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park                      |   |                  |                  | 18,000.00        |                  |                   |  |             |             |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-35806 Curtis Park                      |   |                  |                  | 9,295.00         |                  |                   |  |             |             |
| Future Impact fee to be appropriated for Curtis Park Turf   |   |                  |                  | 811,843.00       |                  |                   |  |             |             |
| Contribution from FY2006 General Fund   |   |                  |                  | 530,225.00       |                  |                   |  |             |             |
| State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00)                            |   |                  |                  |                  |                  |                   |  |             |             |

CIP PROJECT: 331419 **Homeland Defense/Neighborhood Improvement Bond**

| Appropriations   |   | Contract Amount |                 | Payments to Date |                  | Contract Balance |                  | Comments         |  | Contractor/Vendor                  |            | Req./P.O.# |  |
|--|---|-----------------|-----------------|------------------|------------------|------------------|------------------|------------------|--|------------------------------------|------------|------------|--|
| B/Number   | Vendor/Description  | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contract Amount  | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                  | Req./P.O.# |            |  |
| Funding Sources:   |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Homeland Defense/Neighborhood Improvement Bond                                   |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Misc. Revenue  |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Miami-Dade County Building Better Communities-General Obligation Bonds           |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| NFL Grant for Curtis Park Turf to be appropriated                                |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-35806 Curtis Park |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Future impact fee to be appropriated for Curtis Park Turf                        |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Contribution from FY2006 General Fund  |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest                        |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| Total: \$ 23,613,926.00  |   |                 |                 |                  |                  |                  |                  |                  |  |                                    |            |            |  |
| B-60496  | Grapeland Heights Park PH I -NON HOMELAND (\$3,059,360.29 to be increase for additional work required)          | 908,868.59      | 908,868.59      | 908,868.59       | 908,868.59       | 908,868.59       | 908,868.59       | 908,868.59       | signed change order 7/12/06; split funded with Homeland amount of \$740,639.71 for a total of \$3,800,000.00                 | Recreational Design & Construction | P054710    |            |  |
| B-60496  | Grapeland Heights Park PH I -NON HOMELAND   | 2,150,491.70    |                 |                  |                  |                  |                  |                  | approved req on 12/5/06 unable to convert PO 054710 from GEMS to ORACLE  | Recreational Design & Construction | R2216      |            |  |
| B-60496  | Grapeland Heights Park PH I - for three separate UG SVC's new development of park for City of Miami NONHOMELAND | 4,565.62        | 4,565.62        | 4,565.62         | 4,565.62         | 4,565.62         | 4,565.62         | 4,565.62         | signed DP 7/18/06 - (Inv #699880)  | Florida Power & Light              | DP 99971   |            |  |
| B-60496  | Testing - NON HOMELAND  | 840.00          | 840.00          | 840.00           | 840.00           | 840.00           | 840.00           | 840.00           | AWAITING APPROVAL ON JUSTIFICATION FROM PURCHASING TO PROCESS  | Atlantis Engineering               | P064622    |            |  |
| B-60496  | Grapeland Heights Park PH I -Professional Construction, Engineering & Observation services-additional services  | 96,835.35       | 96,835.35       | 96,835.35        | 96,835.35        | 96,835.35        | 96,835.35        | 96,835.35        | In accordance with PSA #K05-00088, work order authorized 12-27-05.   | Bermello Ajamil Partners           | P061719    |            |  |
| B-60496  | Testing - NON HOMELAND  | 100.00          |                 |                  |                  |                  |                  |                  | signed change order 8/16/06  | Atlantis Engineering               | P71158     |            |  |
| B-60496  | Testing - NON HOMELAND  | 300.00          |                 |                  |                  |                  |                  |                  | R325   | Atlantis Engineering               | R1794      |            |  |
| B-60496  | Testing - NON HOMELAND  | 200.00          |                 |                  |                  |                  |                  |                  |  | Atlantis Engineering               | R2917      |            |  |
| B-60483  | Pine Heights Park Playground  | 29,401.20       | 29,401.20       | 29,401.20        | 29,401.20        | 29,401.20        | 29,401.20        | 29,401.20        |  | Hunter Kneppshield Company         | P234803    |            |  |
| B-60483  | Curtis Park Bldg -NET Office Addition   | 209,739.10      | 209,739.10      | 209,739.10       | 209,739.10       | 209,739.10       | 209,739.10       | 209,739.10       |  | EDFM Corp                          | P041968    |            |  |
| B-60483  | Curtis Park Bldg - NET Office Addition - Professional Engineering Services -                                    | 600.00          | 600.00          | 600.00           | 600.00           | 600.00           | 600.00           | 600.00           | providing energy and heat gain calculations and selection of air conditioning equipment                                      | MH Engineering                     | P235198    |            |  |
| B-60483  | Curtis Park Bldg -NET Office Addition- Administration Fees (2004)   | 37,500.00       | 37,500.00       | 37,500.00        | 37,500.00        | 37,500.00        | 37,500.00        | 37,500.00        |  |                                    | JE 28734   |            |  |
| B-60483  | Advertising   | 229.70          | 229.70          | 229.70           | 229.70           | 229.70           | 229.70           | 229.70           | Inv #06502369-001  | Miami Times                        | AD 11455   |            |  |
| B-60483  | Advertising   | 202.30          | 202.30          | 202.30           | 202.30           | 202.30           | 202.30           | 202.30           | Inv #216101  | Diano Las Americas                 | AD 11455   |            |  |
| B-60483  | Advertising   | 72.40           | 72.40           | 72.40            | 72.40            | 72.40            | 72.40            | 72.40            | Inv #39098705  | Daily Business Review              | AD 11455   |            |  |
| B-30316  | Fern Isle Park  |                 |                 |                  |                  |                  |                  |                  | signed revised PAF 11/23/05; split with \$5,367,000 HD and \$140,000 HD interest in CIP 333138 for a total of \$5,807,000.00 |                                    |            |            |  |
| B-30316  | Fern Isle Park - Administration Fees (2005)   | 50,100.00       | 50,100.00       | 50,100.00        | 50,100.00        | 50,100.00        | 50,100.00        | 50,100.00        |  |                                    |            |            |  |

**CIP PROJECT: 331419**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations |  | Funding Sources: |                 | Contract Balance     |                  | Contract Amount |  | Payments to Date |                 | Contractor/Vendor |                  | Comments             |  | Req./P.O. # |  |
|----------------|--|------------------|-----------------|----------------------|------------------|-----------------|--|------------------|-----------------|-------------------|------------------|----------------------|--|-------------|--|
| B/Number       | Vendor/Description   | Allocation       | Contract Amount | Payments to Date     | Contract Balance | B/Number        | Vendor/Description   | Allocation       | Contract Amount | Payments to Date  | Contract Balance | Contractor/Vendor    | Comments   | Req./P.O. # |  |
| B-30316        | Fern Isle Park   | 30,447.85        | 30,447.85       | 21,947.85            | 8,500.00         | B-30316         | Fern Isle Park   | 30,447.85        | 30,447.85       | 21,947.85         | 8,500.00         | F & L Construction   | signed req 3/8/06; authorized by Res #04-0516 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-0304B   | P062083     |  |
| B-30316        | Fern Isle Park-Professional services pertaining to the implementation of a Job Order Contracting (JOC) system    | 456.72           | 456.72          | 456.72               | -                | B-30316         | Fern Isle Park-Professional services pertaining to the implementation of a Job Order Contracting (JOC) system    | 456.72           | 456.72          | 456.72            | -                | Gordian Group        | signed req 3/8/06; authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracting (JOC) contract #49-00001   | P062106     |  |
| B-30316        | Fern Isle Park-Park area construction renovation   | 150,778.73       |                 |                      |                  | B-30316         | Fern Isle Park-Park area construction renovation   | 150,778.73       |                 |                   |                  | F & L Construction   | approved req on 10/19/06; authorized by Res #04-0516 dated 7/29/04 and Res #04-0699 dated 10/15/04. City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-0304B | R648        |  |
| B-30316        | Fern Isle Park-Professional services pertaining to the implementation of a Job Order Contracting (JOC) system    | 68,216.70        |                 |                      |                  | B-30316         | Fern Isle Park-Professional services pertaining to the implementation of a Job Order Contracting (JOC) system    | 68,216.70        |                 |                   |                  | Gordian Group        | approved req on 10/19/06; authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracting (JOC) contract #49-00001                                  | R658        |  |
| B-30386        | Sewell Park Boat/Kayak Launch Area (16,000 to be appropriated for July 13 CC Mig)                                | 1,000.00         |                 |                      |                  | B-30386         | Sewell Park Boat/Kayak Launch Area (16,000 to be appropriated for July 13 CC Mig)                                | 1,000.00         |                 |                   |                  | EDC Corp             | signed PAF 6/1/06 for Design only. Signed revised PAF on 6/12/06   | P063655     |  |
| B-30386        | <b>HOMELAND</b><br>Sewell Park Boat/Kayak Launch Area- Professional Coastal Engineering Services - 17,000.00     | 17,000.00        | 17,000.00       | 2,625.00             | 14,375.00        | B-30386         | <b>HOMELAND</b><br>Sewell Park Boat/Kayak Launch Area- Professional Coastal Engineering Services - 17,000.00     | 17,000.00        | 17,000.00       | 2,625.00          | 14,375.00        | EDC Corp             | signed req on 6/29/06; in accordance with PSA #K04-00393   | P063655     |  |
| B-30386        | <b>HOMELAND</b><br>Sewell Park Boat/Kayak Launch Area (33,500 to be appropriated for 3/8/07 CC Mig for Series 2) |                  |                 |                      |                  | B-30386         | <b>HOMELAND</b><br>Sewell Park Boat/Kayak Launch Area (33,500 to be appropriated for 3/8/07 CC Mig for Series 2) |                  |                 |                   |                  | EDC Corp             | signed agenda item on 2/9/07 for CC Mig 3/8/07 dated 2/6/07  | P064245     |  |
| B-35811        | Curtis Park Sports Turf improvements   | 63,157.00        | 63,157.00       | 63,157.00            | -                | B-35811         | Curtis Park Sports Turf improvements   | 63,157.00        | 63,157.00       | 63,157.00         | -                | A. D. A. Engineering | signed PAF 5/16/06; split with \$12,236 in CIP 333119 for a total of \$1,137,238 which includes the amount of \$250,000.00 to be appropriated.                                   | P064245     |  |
|                |  | <b>Total: \$</b> |                 | <b>23,613,926.00</b> |                  |                 |  |                  |                 |                   |                  |                      |  |             |  |

Find Grant to be appropriated for 3/8/06 CC Mig (33,500.00) (B-30386 Sewell Park (Homeland Series 2)

State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mig (\$200,000.00)

CIP PROJECT: 331419  
 District 1 Neighborhood Park Improvements

Homeland Defense/Neighborhood Improvement Bond

| Appropriations |   | Funding Sources: |                         | Contract Amount  |                  | Payments to Date  |                      | Contract Balance |  | Comments |  | Contractor/Vendor |  | Req./P.O. # |  |
|----------------|---|------------------|-------------------------|------------------|------------------|---|----------------------|------------------|--|----------|--|-------------------|--|-------------|--|
| B/Number       | Vendor/Description  | Allocation       | Contract Amount         | Payments to Date | Contract Balance | Comments  | Contractor/Vendor    | Req./P.O. #      |  |          |  |                   |  |             |  |
|                | Homeland Defense/Neighborhood Improvement Bond  |                  | 5,388,470.00            |                  |                  | Find Grant to be appropriated for 3/6/06 CC Mtg (\$3,500,000) (B-30396 Sewell Park (Homeland Series 2))   |                      |                  |  |          |  |                   |  |             |  |
|                | Misc. Revenue   |                  | 4,371,771.00            |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
|                | Miami-Dade County Building Better Communities-General Obligation Bonds  |                  | 8,509,000.00            |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
|                | NFL Grant for Curtis Park Turf to be appropriated   |                  | 250,000.00              |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
|                | Current Impact Fee to be appropriated in Sept. 12 Legislation B-30396 Sewell Park   |                  | 18,000.00               |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
|                | Current Impact Fee to be appropriated in Sept. 12 Legislation B-35806 Curtis Park   |                  | 9,295.00                |                  |                  | State DEP FRDAP Grant to be appropriated for 9/1/2006 CC Mtg (\$200,000.00)   |                      |                  |  |          |  |                   |  |             |  |
|                | Future impact fee to be appropriated for Curtis Park Turf   |                  | 811,843.00              |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
|                | Contribution from FY2006 General Fund   |                  | 530,225.00              |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
|                | Homeland Defense/Neighborhood Improvement Bond - Interest   |                  | 3,725,322.00            |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
|                | <b>Total:</b>   |                  | <b>\$ 23,613,926.00</b> |                  |                  |   |                      |                  |  |          |  |                   |  |             |  |
| B/Number       | Vendor/Description  | Allocation       | Contract Amount         | Payments to Date | Contract Balance | Comments  | Contractor/Vendor    | Req./P.O. #      |  |          |  |                   |  |             |  |
| B-35811        | Curtis Park Sports Turf Improvements<br><b>NON HOMELAND</b>   | 611,374.61       |                         |                  |                  | signed PAF 11/8/06; split with \$12,238 of SNPB, \$530,225 to be appropriated in future and \$250,000.00 to be appropriated in 2006-2007 for a total of \$1,667,463.  |                      |                  |  |          |  |                   |  |             |  |
| B-35811        | Curtis Park Sports Turf Improvements<br><b>NON HOMELAND</b>   | 116,568.00       | 116,568.00              | 23,878.11        | 92,689.89        | signed req on 7/26/06. Pertaining to PSA contract #K04-00319  | A. D. A. Engineering | P064245          |  |          |  |                   |  |             |  |
| B-35811        | Curtis Park Sports Turf Improvements<br><b>NON HOMELAND</b>   | 845,376.82       |                         |                  |                  | approved req on 11/21/06;   | FHP Tectonics        | R2061            |  |          |  |                   |  |             |  |
| B-35811        | Curtis Park Sports Turf Improvements<br><b>NON HOMELAND</b>   | 12,680.65        |                         |                  |                  | approved req on 11/21/06;   | Gordian Group        | R2065            |  |          |  |                   |  |             |  |
| B-35811        | Curtis Park Sports Turf Improvements -Professional services pertaining to the implementation of a Job Order Contracting (JOC) system<br><b>NON HOMELAND</b> | 6,067.92         |                         |                  |                  | approved req on 1/22/07; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.  | Gordian Group        | R4063            |  |          |  |                   |  |             |  |
| B-30319        | Curtis Park Bleachers & Pressbox Renovations  | 4,823.80         |                         |                  |                  | Split funded with \$47,525.00 SNPB in CIP 333113 for a total of \$395,139. signed revised PAF on 8-23-05; split funded with \$68,416 SNPB in CIP 333113 and with \$20,356 in CIP 333113 (future) for a total of \$448,227.00.<br><br>JE PENDING TO CORRECT THIS DEFICIT |                      |                  |  |          |  |                   |  |             |  |



CIP PROJECT: 331419  
 District 1 Neighborhood Park Improvements  
 Homeland Defense/Neighborhood Improvement Bond

| Appropriations<br>Funding Sources: |  | Homeland Defense/Neighborhood Improvement Bond |                 | Homeland Defense/Neighborhood Improvement Bond |                  | Homeland Defense/Neighborhood Improvement Bond  |  | Homeland Defense/Neighborhood Improvement Bond |  | Homeland Defense/Neighborhood Improvement Bond |  |
|------------------------------------|--|--|-----------------|--|------------------|---|--|--|--|--|--|
| B/Number                           | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date                               | Contract Balance | Comments  | Contractor/Vendor                      | Req./P.O. #                                    |  |  |  |
| B-35806                            | Curtis Park Pool Renovation  | 3,000.00                                       | 3,000.00        |  | 3,000.00         | signed req on 7/26/06; accordance with contract #K05-00094  | Superior Surveying                     | P064367  |  |  |  |
| B-35806                            | Curtis Park Pool Renovation - Environmental/ Coastal services                        | 6,295.00                                       | 6,295.00        |  | 6,295.00         | signed req on 8/3/06; pertaining to PSA #04-00426   | Petro-Hydro                            | P064362  |  |  |  |
| B-35806                            | Curtis Park Pool Renovation (\$199,508 to be added in Series 2)                      |  |                 |  |                  |   |  |  |  |  |  |
| B-35808                            | Playground equipment & site furnishings at Curtis Park                               |  |                 |  |                  |   |  |  |  |  |  |
| B-35808                            | Playground equipment at Curtis Park  | 133,457.86                                     | 133,457.86      | 133,457.86                                     | -                |   | Contract Connection                    | P043559  |  |  |  |
| B-35808                            | Game table-inground diamond pattern- Site furnishings Curtis Park                    | 36,211.19                                      | 36,211.19       | 36,211.19                                      | -                |   | Contract Connection                    | P043803  |  |  |  |
| B-60492                            | Flo Jo Monument at Curtis Park   |  |                 |  |                  |   |  |  |  |  |  |
| B-60492                            | Flo Jo Monument at Curtis Park plus increase of \$1,800.00                           | 14,700.00                                      | 14,700.00       | 14,700.00                                      | -                |   | Total Construction Maintenance Corp    | P042120  |  |  |  |
| B-60492                            | Plaque for Flo Jo Monument at Curtis Park  | 250.00   | 250.00          | 250.00   | -                |   | Artistic Bronze, Inc.                  | P042419  |  |  |  |
| B-60492                            | Flo Jo Monument at Curtis Park- Administration Fees (2004)                           | 1,290.00                                       | 1,290.00        | 1,290.00                                       | -                |   |  | JE 28734                                       |  |  |  |
| B-35834                            | Sewell Park Restrooms/Park Facility (\$278,257 to be added in Series 2)              | 87,207.36                                      |                 |  |                  |   |  |  |  |  |  |
| B-35834                            | Professional Architectural Services for Sewell Park Restrooms Park Facility Building | 49,915.00                                      | 49,915.00       | 34,153.08                                      | 15,761.91        | Per Approp. Amendment dated July 13 moved \$278,257 to Series 2 12/9/06 moved \$27,209 to B-35832 signed req B-30-04 refer to contract #K04-00210 | Perez & Perez Architects Planners Inc. | P050094  |  |  |  |
| B-35834                            | Sewell Park Restrooms/Park Facility Bldg- ownership list/mailing labels              | 559.00   | 559.00          | 559.00   | -                |   | Florida Real Estate Decisions, Inc.    | DP 92322                                       |  |  |  |
|                                    |  |  | Total: \$       | 23,613,926.00                                  |                  |   |  |  |  |  |  |



**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations |   | Funding Sources |                 | Homeland Defense/Neighborhood Improvement Bond |                  | District 1 Neighborhood Park Improvements   |                          |                  |  |
|----------------|---|-----------------|-----------------|--|------------------|---|--------------------------|------------------|--|
| B/Number       | Vendor/Description  | Allocation      | Contract Amount | Payments to Date                               | Contract Balance | Comments  | Contractor/Vendor        | Req./P.O. #      |  |
|                | Homeland Defense/Neighborhood Improvement Bond  |                 |                 | 5,388,470.00                                   |                  | Find Grant to be appropriated for 3/6/06 CC Mitg (33,500.00) (B-30386 Sewell Park (Homeland Series 2)   |                          |                  |  |
|                | Misc. Revenue   |                 |                 | 4,371,771.00                                   |                  |   |                          |                  |  |
|                | Miami-Dade County Building Better Communities-General Obligation Bonds  |                 |                 | 8,509,000.00                                   |                  |   |                          |                  |  |
|                | NFL Grant for Curtis Park Turf to be appropriated   |                 |                 | 250,000.00                                     |                  |   |                          |                  |  |
|                | Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park  |                 |                 | 18,000.00                                      |                  |   |                          |                  |  |
|                | Current Impact Fee to be appropriated in Sept 12 Legislation B-35806 Curtis Park  |                 |                 | 9,295.00                                       |                  | State DEP FRDAP Grant to be appropriated for 9/1/2006 CC Mitg (\$200,000.00)  |                          |                  |  |
|                | Future impact fee to be appropriated for Curtis Park Turf   |                 |                 | 811,843.00                                     |                  |   |                          |                  |  |
|                | Contribution from FY2006 General Fund   |                 |                 | 530,225.00                                     |                  |   |                          |                  |  |
|                | Homeland Defense/Neighborhood Improvement Bond - Interest   |                 |                 | 3,725,322.00                                   |                  |   |                          |                  |  |
|                | <b>Total:</b>   |                 |                 | <b>\$ 23,613,926.00</b>                        |                  |   |                          |                  |  |
| Expenditures   |   | Allocation      |                 | Contract Amount                                |                  | Payments to Date  |                          | Contract Balance |  |
| B/Number       | Vendor/Description  | Allocation      | Contract Amount | Payments to Date                               | Contract Balance | Comments  | Contractor/Vendor        | Req./P.O. #      |  |
| B-35834        | Sewell Park Restrooms/Park Facility -construct a new restroom and office facility   |                 |                 |  |                  | signed req on 4/3/06; authorized by Res #05-0290 dated 5/12/05. City of Miami JOC contract #K-0500458   |                          | P062542          |  |
| B-35834        | Sewell Park Restrooms/Park Facility -Professional services pertaining to the implementation of a Job Order Contracting (JOC) system | 5,149.64        | 5,149.64        | 5,149.64                                       |                  | <b>PURCHASE ORDER TO BE CLOSED PER APPROPRIATIONS AMENDED DATED 7/13/06</b><br><br>Change order signed 7/26/06 to close<br><br><b>PO CLOSED</b> | MAC Construction         |                  |  |
| B-35834        | Sewell Park Restrooms/Park Facility -Water/Sewer deposit and connection charge  |                 |                 |  |                  | signed req on 4/3/06; authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracting (JOC) contract #49-00/01     | Gordian Group            | P062560          |  |
| B-35834        | Sewell Park Restrooms/Park Facility Administration Fees (2006)  | 6,815.00        | 6,815.00        | 6,815.00                                       |                  | signed DP 5/24/06   | Miami Dade Water & Sewer | DP 99962         |  |
| B-35835        | Demolition of one Bathroom, Gazebo and replacement of topsoil and sod at Sewell Park  | 7,800.00        | 7,800.00        | 7,800.00                                       |                  | check #450410 for this DP was voided in the amount of \$702.21 - connection cannot be done for a couple of years                                | Demolition Masters, Inc  | P042749          |  |
| B-35815        | J. Pablo Duarte site furnishings  | 19,998.33       | 19,998.33       | 19,998.33                                      |                  |   | Play It Safe Enterprises | P041984          |  |
| B-35817        | Juan P. Duarte walkways/ADA   | 32,500.00       | 32,500.00       | 32,500.00                                      |                  |   | Epic Construction        | P041674          |  |
| B-35817        | Juan P. Duarte walkways/ADA   | 5,156.45        | 5,156.45        | 5,156.45                                       |                  |   | Epic Construction        | P051582          |  |
| B-35817        | Juan P. Duarte walkways/ADA   | 22,500.00       | 22,500.00       | 22,500.00                                      |                  | To pay for invoice dated Nov 4, 2004 for  | Epic Construction        | P044821          |  |
| B-35816        | Playground equipment at Juan Pablo Duarte Park  | 64,708.34       | 64,708.34       | 64,708.34                                      |                  |   | Play It Safe Enterprises | P043759          |  |

**CIP PROJECT: 331419**

**District 1 Neighborhood Park Improvements**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations |   | Funding Sources: |                 | Contract Amount         |                  | Payments to Date   |                                       | Contract Balance |  | Comments |  | Contractor/Vendor |  | Req./P.O. # |  |
|----------------|---|------------------|-----------------|-------------------------|------------------|--|---------------------------------------|------------------|--|----------|--|-------------------|--|-------------|--|
| B/Number       | Vendor/Description  | Allocation       | Contract Amount | Payments to Date        | Contract Balance | Comments   | Contractor/Vendor                     | Req./P.O. #      |  |          |  |                   |  |             |  |
|                | Find Grant to be appropriated for 3/8/06 CC Mtg (33,500.00) (B-30386 Sewell Park (Homeland Series 2))                 |                  |                 | 5,388,470.00            |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | Misc. Revenue   |                  |                 | 4,371,771.00            |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | Miami-Dade County Building Better Communities-General Obligation Bonds  |                  |                 | 8,509,000.00            |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | NFL Grant for Curtis Park Turf to be appropriated   |                  |                 | 250,000.00              |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park                                      |                  |                 | 18,000.00               |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | Current Impact Fee to be appropriated in Sept 12 Legislation B-35806 Curtis Park                                      |                  |                 | 9,295.00                |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | Future Impact fee to be appropriated for Curtis Park Turf   |                  |                 | 811,843.00              |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | Contribution from FY2006 General Fund   |                  |                 | 530,225.00              |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00)  |                  |                 |                         |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00)  |                  |                 |                         |                  |  |                                       |                  |  |          |  |                   |  |             |  |
|                | <b>Total:</b>   |                  |                 | <b>\$ 23,613,926.00</b> |                  |  |                                       |                  |  |          |  |                   |  |             |  |
| B/Number       | Vendor/Description  | Allocation       | Contract Amount | Payments to Date        | Contract Balance | Comments   | Contractor/Vendor                     | Req./P.O. #      |  |          |  |                   |  |             |  |
| B-35818        | Duarte Park Parking Lot Improvements swapped \$11,181 to 2nd series   | 43,819.00        | 43,819.00       | 43,819.00               | -                | P. O. #051387 WAS CLOSED BY FINANCE AT 9/30/06 DURING THE CONVERSION (New Steel Pickett Fence at Juan Pablo Duarte Park Splashpad) | Murray Fence Co.                      | P051387          |  |          |  |                   |  |             |  |
| B-35812        | Duarte Park Bldg. Renovations swapped \$158,489 to 2nd series   | -                | -               | -                       | -                | as per Bid #02-03-162  | Epic Construction                     | P052329          |  |          |  |                   |  |             |  |
| B-35812        | Duarte Park Bldg. Renovations- plus increase of \$3,551.00 for additional services required.                          | 36,526.00        | 36,526.00       | 25,938.00               | 10,588.00        |  | Architektnics, Inc.                   | P051137          |  |          |  |                   |  |             |  |
| B-35812        | Duarte Park Bldg. Addition/Renovations- to perform asbestos and lead-based paint survey for the existing recreational | 2,500.00         | 2,500.00        | 2,500.00                | -                | signed req on 7-20-05; contract #K-0400339   | Professional Engineering & Inspection | P055230          |  |          |  |                   |  |             |  |
| B-35812        | Duarte Park Bldg. Renovations/Expan. - Administration Fees (2005)   | 2,485.00         | 2,485.00        | 2,485.00                | -                |  |                                       |                  |  |          |  |                   |  |             |  |
| B-35814        | Duarte Park Court Upgrades (20,307 in Series 2)   |                  |                 |                         |                  |  |                                       |                  |  |          |  |                   |  |             |  |
| B-35831        | Kinloch Park- resurface basketball court (\$25,000.00 in 2nd series)  | 11,950.00        | 9,950.00        | 9,950.00                | -                |  | Agile Courts Construction             | P045033          |  |          |  |                   |  |             |  |
| B-35832        | Kinloch Park Community Bldg Improvements Expansion  | 3,231.68         | 5,592.00        | 5,592.00                | -                | Signed PAF 3-1-04 & 1-28-05 & 7-21-05 signed a revised PAF on 4/11/06  |                                       |                  |  |          |  |                   |  |             |  |
| B-35832        | Professional Surveying & Mapping Services for Kinloch Park Community Bldg Improvements Expansion                      | 5,592.00         | 5,592.00        | 5,592.00                | -                | signed req 10-15-04  | Leiter, Perez, & Associates           | P050602          |  |          |  |                   |  |             |  |
| B-35832        | Kinloch Park Community Bldg Improvements- Administration Fees (2004)  | 35,000.00        | 35,000.00       | 35,000.00               | -                |  |                                       | JE 28734         |  |          |  |                   |  |             |  |
| B-35832        | Kinloch Park Community Bldg -Professional Engineering Services.   | 400.00           | 400.00          | 400.00                  | -                | To provide the heat gain and commercial energy calculations for the new A/C unit area  | MH Engineering                        | P053074          |  |          |  |                   |  |             |  |
| B-35832        | Kinloch Park Community Bldg Improvements Expansion  | 532,141.70       | 532,141.70      | 483,383.90              | 48,757.80        | signed req 12/22/05; authorized by Res #05-0290 dated 5/12/05. Job Order Contracting (JOC) Vertical                                | GEC Associates                        | P061164          |  |          |  |                   |  |             |  |

**CIP PROJECT: 331419**

| District 1 Neighborhood Park Improvements |  | Homeland Defense/Neighborhood Improvement Bond |                 |                         |                  |   |                      |             |  |  |  |
|---|--|--|-----------------|-------------------------|------------------|---|----------------------|-------------|--|--|--|
| Appropriations                            |  |  |                 |                         |                  |   |                      |             |  |  |  |
| Funding Sources:                          |  |  |                 |                         |                  |   |                      |             |  |  |  |
| B/Number                                  | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date        | Contract Balance | Comments  | Contractor/Vendor    | Req./P.O. # |  |  |  |
|   | Homeland Defense/Neighborhood Improvement Bond   |  |                 | 5,388,470.00            |                  | Find Grant to be appropriated for 3/6/06 CC Mtg (33,500.00) (B-30386 Sewell Park (Homeland Series 2))   |                      |             |  |  |  |
|   | Misc. Revenue  |  |                 | 4,371,771.00            |                  |   |                      |             |  |  |  |
|   | Miami-Dade County Building Better Communities-General Obligation Bonds   |  |                 | 8,509,000.00            |                  |   |                      |             |  |  |  |
|   | NFL Grant for Curtis Park Turf to be appropriated  |  |                 | 250,000.00              |                  |   |                      |             |  |  |  |
|   | Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park   |  |                 | 18,000.00               |                  |   |                      |             |  |  |  |
|   | Current Impact Fee to be appropriated in Sept 12 Legislation B-35606 Curtis Park   |  |                 | 9,295.00                |                  | State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00)  |                      |             |  |  |  |
|   | Future Impact fee to be appropriated for Curtis Park Turf  |  |                 | 811,843.00              |                  |   |                      |             |  |  |  |
|   | Contribution from FY2006 General Fund  |  |                 | 530,225.00              |                  |   |                      |             |  |  |  |
|   | Homeland Defense/Neighborhood Improvement Bond - Interest  |  |                 | 3,725,322.00            |                  |   |                      |             |  |  |  |
|   |  |  |                 | Total: \$ 23,613,926.00 |                  |   |                      |             |  |  |  |
| Expenditures                              |  |  |                 |                         |                  |   |                      |             |  |  |  |
| B/Number                                  | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date        | Contract Balance | Comments  | Contractor/Vendor    | Req./P.O. # |  |  |  |
| B-35832                                   | Kinloch Park Community Bldg Improvements Expansion- Professional Services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 7,982.13                                       | 7,982.13        | 7,982.13                | -                | signed req on 12/22/05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01. | The Gordian Group    | P061199     |  |  |  |
| B-35832                                   | Kinloch Park Community Bldg Improvements Expansion- Administration Fees (2006)   | 32,756.00                                      | 32,756.00       | 32,756.00               | -                | signed req on 4/26/06   | Atlantis Engineering | JE 33371    |  |  |  |
| B-35832                                   | Testing  | 400.00   | 400.00          | 400.00                  | -                | signed req on 5/2/06; authorized by Res #05-0290, dated 5/12/05. City of Miami Vertical Construction A JOC Contract   | GEC Associates       | P062885     |  |  |  |
| B-35832                                   | Kinloch Park Community Recreation Bldg Improvements - delete ceramic floor tile in areas other than the bathrooms. Provide vinyl composition tile (VCT) in those areas and fence back into the project. Close the back area behind the building with a chain link fence. | 18,368.91                                      | 18,368.91       | 8,430.39                | 9,938.52         | signed req on 5/2/06; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        | P062897     |  |  |  |
| B-35832                                   | Kinloch Park Community Recreation Bldg Improvements Professional Services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 275.53   | 275.53          | 275.53                  | -                | signed req on 5/16/06; authorized by Res #05-0290, dated 5/12/05. City of Miami Vertical Construction A JOC contract  | GEC Associates       | P063161     |  |  |  |
| B-35832                                   | Kinloch Park Community Recreation Bldg Improvements -re route an underground PVC irrigation line and two underground PVC Telephone conduits due to a conflict with the new building addition foundation  | 3,233.25                                       | 3,233.25        | 3,233.25                | -                | signed req on 5/17/06; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.  | Gordian Group        | P063166     |  |  |  |
| B-35832                                   | Kinloch Park Community Recreation Bldg Improvements/Professional Services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 48.50  | 48.50           |                         |                  | Replace balance of PO 063166 re-approved req on 12/26/06  | Gordian Group        | R2940       |  |  |  |
| B-35832                                   | Testing  | 100.00   | 100.00          | 100.00                  | -                | signed req on 5/15/06   | Atlantis Engineering | P063103     |  |  |  |
| B-35832                                   | Testing  | 100.00   | 100.00          | 100.00                  | -                | signed req on 6/2/06  | Atlantis Engineering | P063347     |  |  |  |
| B-35832                                   | Testing  | 100.00   | 100.00          | 100.00                  | -                | signed req on 6/7/06  | Atlantis Engineering | P063396     |  |  |  |

CIP PROJECT: 331419 Homelands Defense/Neighborhood Improvement Bond

| District 1 Neighborhood Park Improvements   |  | Homelands Defense/Neighborhood Improvement Bond |                 | Appropriations   |                  | Funding Sources:  |                      |
|---|--|---|-----------------|------------------|------------------|---|----------------------|
| B/Number  | Vendor/Description   | Allocation                                      | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor    |
| B-35832   | Testing  | 300.00  | 300.00          | 300.00           | -                | signed req on 6/15/06   | Atlantis Engineering |
| B-35832   | Kinloch Park Community Recreation Bldg-expedite Miami-Dade Water and Sewer Dept. Permit for Kinloch Park Comm. Bldg.   | 100.00  | 100.00          | 100.00           | -                | signed req on 7/12/06   | Atlantis Engineering |
| B-35832   | Kinloch Park Community Recreation Bldg Improvements Professional services pertaining to the implementation of a Job Order Contracting (JOC) system   | 1,289.37  | 1,289.37        | 1,289.37         | -                | authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.  | GEC Associates       |
| B-35832   | Kinloch Park Community Recreation Bldg Improvements provide (3) additional exit lights at the new addition and reimbursement for electrical permit fees as required  | 19.34   | 19.34           | 19.34            | -                | signed req on 6/8/06; authorized by Res #05-0290 dated 5/12/05<br>City of Miami Vertical Construction JOC contract  | Gordian Group        |
| B-35832   | Kinloch Park Community Recreation Bldg Improvements Professional services pertaining to the implementation of a Job Order Contracting (JOC) system for Kinloch Park Community Recreation Bldg Improvements | 1,257.98  | 1,257.98        | 1,257.98         | -                | signed req on 6/8/06; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.<br>approved req on 10/24/06; balance of \$18.87 on PO 063408 not converted in Oracle (Award 1 058) | GEC Associates       |
| B-35832   | Kinloch Park Community Bldg Improvements Expansion-Administration Fees (2006)  | 18.87   | 18.87           | 18.87            | 18.87            | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |
| B-35832   | Kinloch Park Community Bldg Improvements Expansion-Administration Fees (2006)  | 15,558.00                                       | 15,558.00       | 15,558.00        | -                | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |
| B-35832   | Professional services pertaining to the implementation of a Job Order Contracting (JOC) system for Kinloch Park Community Recreation Bldg Improvements   | 43.06   | 43.06           | 43.06            | -                | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |
| B-35832   | Professional services pertaining to the implementation of a Job Order Contracting (JOC) system for Kinloch Park Community Recreation Bldg Improvements   | 353.71  | 353.71          | 353.71           | -                | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |
| Total:  |  | \$  | 23,613,926.00   |                  |                  |   |                      |
| Find Grant to be appropriated for 3/8/06 CC Mtg (33,500.00) (B-30386 Sewell Park (Homeland Series 2)) |  |   | 5,388,470.00    |                  |                  |   |                      |
| Misc. Revenue   |  |   | 4,371,771.00    |                  |                  |   |                      |
| Miami-Dade County Building Better Communities-General Obligation Bonds                                |  |   | 8,509,000.00    |                  |                  |   |                      |
| NFL Grant for Curtis Park Turf to be appropriated   |  |   | 250,000.00      |                  |                  |   |                      |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park                      |  |   | 18,000.00       |                  |                  |   |                      |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-35806 Curtis Park                      |  |   | 9,295.00        |                  |                  |   |                      |
| Future Impact fee to be appropriated for Curtis Park Turf   |  |   | 811,843.00      |                  |                  |   |                      |
| Contribution from FY2006 General Fund   |  |   | 530,225.00      |                  |                  |   |                      |
| Homelands Defense/Neighborhood Improvement Bond - Interest  |  |   | 3,725,322.00    |                  |                  |   |                      |
| Expenditures  |  |   |                 |                  |                  |   |                      |
| B/Number  | Vendor/Description   | Allocation                                      | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor    |
| B-35832   | Testing  | 300.00  | 300.00          | 300.00           | -                | signed req on 6/15/06   | Atlantis Engineering |
| B-35832   | Kinloch Park Community Recreation Bldg-expedite Miami-Dade Water and Sewer Dept. Permit for Kinloch Park Comm. Bldg.   | 100.00  | 100.00          | 100.00           | -                | signed req on 7/12/06   | Atlantis Engineering |
| B-35832   | Kinloch Park Community Recreation Bldg Improvements Professional services pertaining to the implementation of a Job Order Contracting (JOC) system   | 1,289.37  | 1,289.37        | 1,289.37         | -                | authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.  | GEC Associates       |
| B-35832   | Kinloch Park Community Recreation Bldg Improvements provide (3) additional exit lights at the new addition and reimbursement for electrical permit fees as required  | 19.34   | 19.34           | 19.34            | -                | signed req on 6/8/06; authorized by Res #05-0290 dated 5/12/05<br>City of Miami Vertical Construction JOC contract  | Gordian Group        |
| B-35832   | Kinloch Park Community Recreation Bldg Improvements Professional services pertaining to the implementation of a Job Order Contracting (JOC) system for Kinloch Park Community Recreation Bldg Improvements | 1,257.98  | 1,257.98        | 1,257.98         | -                | signed req on 6/8/06; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.<br>approved req on 10/24/06; balance of \$18.87 on PO 063408 not converted in Oracle (Award 1 058) | GEC Associates       |
| B-35832   | Kinloch Park Community Bldg Improvements Expansion-Administration Fees (2006)  | 18.87   | 18.87           | 18.87            | 18.87            | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |
| B-35832   | Kinloch Park Community Bldg Improvements Expansion-Administration Fees (2006)  | 15,558.00                                       | 15,558.00       | 15,558.00        | -                | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |
| B-35832   | Professional services pertaining to the implementation of a Job Order Contracting (JOC) system for Kinloch Park Community Recreation Bldg Improvements   | 43.06   | 43.06           | 43.06            | -                | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |
| B-35832   | Professional services pertaining to the implementation of a Job Order Contracting (JOC) system for Kinloch Park Community Recreation Bldg Improvements   | 353.71  | 353.71          | 353.71           | -                | approved req on 1/24/07; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01.   | Gordian Group        |

| CIP PROJECT: 331419  |   |               |                     |                  |                  |  |                          |             |  |
|--|---|---------------|---------------------|------------------|------------------|--|--------------------------|-------------|--|
| District 1 Neighborhood Park Improvements  |   |               |                     |                  |                  |  |                          |             |  |
| Homeland Defense/Neighborhood Improvement Bond                                   |   |               |                     |                  |                  |  |                          |             |  |
| Appropriations   |   |               |                     |                  |                  |  |                          |             |  |
| Funding Sources:   |   |               |                     |                  |                  |  |                          |             |  |
| Homeland Defense/Neighborhood Improvement Bond                                   |   |               |                     |                  |                  |  |                          |             |  |
| Misc. Revenue  |   |               |                     |                  |                  |  |                          |             |  |
| Miami-Dade County Building Better Communities-General Obligation Bonds           |   |               |                     |                  |                  |  |                          |             |  |
| NFL Grant for Curtis Park Turf to be appropriated                                |   |               |                     |                  |                  |  |                          |             |  |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park |   |               |                     |                  |                  |  |                          |             |  |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-35806 Curtis Park |   |               |                     |                  |                  |  |                          |             |  |
| Future Impact fee to be appropriated for Curtis Park Turf                        |   |               |                     |                  |                  |  |                          |             |  |
| Contribution from FY2006 General Fund  |   |               |                     |                  |                  |  |                          |             |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest                        |   |               |                     |                  |                  |  |                          |             |  |
| Totals: \$ 23,613,926.00   |   |               |                     |                  |                  |  |                          |             |  |
| Expenditures   |   |               |                     |                  |                  |  |                          |             |  |
| B/Number   | Vendor/Description  | Allocation    | Contract Amount     | Payments to Date | Contract Balance | Comments   | Contractor/Vendor        | Req./P.O. # |  |
| B-35832  | Kinloch Park Community Bldg Improvements Expansion - add to existing sidewalks to connect building to existing walkways; new picket fence ; remove hurricane shutters and install new accordion panels. | 23,580.97     |                     |                  |                  |  |                          | R4376       |  |
| B-75807  | Furnish, deliver & install Play equipment, surfacing, concrete & site furnishings for Kinloch Park plus increase of \$15,700.00   | 106,400.00    | 106,357.68          | 106,357.68       |                  |  | Play-It-Safe Enterprises | P050322     |  |
| B-75810  | Sewell steel picket fence   | 57,850.00     | 57,850.00           | 57,850.00        |                  | signed PAF 7-21-05; split funded with \$164,489 of impact fees in CIP 331374 and \$54,075 of SNPB in CIP 333114 and \$582,051.00 in CIP 311711 for a total of \$860,615.00.  | Island Fence of Florida  | P042449     |  |
| B-60430  | Antonio Maceo Park New Community Building   | 142,714.00    | 142,714.00          |                  | 142,714.00       | signed revised PAF on 1-10-06; split funded with \$164,489 of impact fees in CIP 331374 and \$53,502 of impact fees in CIP 331369. With \$54,075 in CIP 333114, \$664,740 in CIP 311711, \$165,185 in CIP 311047 for a total of \$1,244,705. | FHP Tectonics Corp       | P061507     |  |
|  | Totals  | 22,856,333.12 | 7,014,124.41        | 6,531,345.96     | 482,778.45       |  |                          |             |  |
| 09/30/06   | Balance of Appropriations:  | \$957,592.88  | \$ 16,599,801.59    |                  |                  |  |                          |             |  |
| 10/26/2006   |   |               |                     |                  |                  |  |                          |             |  |
| NOT ABOVE:   |   |               |                     |                  |                  |  |                          |             |  |
| B-35801  | ALLAPATTAH MINI PARK COURT UPGRADES   | \$            |                     |                  |                  |  |                          |             |  |
| B-35800  | ALLAPATTAH MINI PARK PLAYGROUND EQUIPMENT   | \$            |                     |                  |                  |  |                          |             |  |
| B-35807  | CURTIS PARK COURT UPGRADES  | \$            |                     |                  |                  |  |                          |             |  |
| B-35811  | CURTIS PARK TURF UPGRADES   | \$            |                     |                  |                  |  |                          |             |  |
| B-35813  | DUARTE PARK IRRIGATION SYSTEMS/SPORTS TURF UPG  | \$            |                     |                  |                  |  |                          |             |  |
|  |   |               | 60430, \$82,714 & B |                  |                  |  |                          |             |  |

**CIP PROJECT: 331419**

**District 1 Neighborhood Park Improvements**

| Appropriations   |                                   | Funding Sources  |                  | Homeland Defense/Neighborhood Improvement Bond |                  | Contractor/Vendor  |                   | Reg./P.O. # |  |
|--|-----------------------------------|------------------|------------------|--|------------------|--|-------------------|-------------|--|
| B/Number   | Vendor/Description                | Allocation       | Contract Amount  | Payments to Date                               | Contract Balance | Comments   | Contractor/Vendor | Reg./P.O. # |  |
| Homeland Defense/Neighborhood Improvement Bond                                   |                                   |                  |                  | 5,388,470.00                                   |                  | Find Grant to be appropriated for 3/6/06 CC Mtg (\$3,500,000) (B-30386 Sewell Park (Homeland Series 2)   |                   |             |  |
| Misc. Revenue  |                                   |                  |                  | 4,371,771.00                                   |                  |  |                   |             |  |
| Miami-Dade County Building Better Communities-General Obligation Bonds           |                                   |                  |                  | 8,509,000.00                                   |                  |  |                   |             |  |
| NFL Grant for Curtis Park Turf to be appropriated                                |                                   |                  |                  | 250,000.00                                     |                  |  |                   |             |  |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-30386 Sewell Park |                                   |                  |                  | 18,000.00                                      |                  |  |                   |             |  |
| Current Impact Fee to be appropriated in Sept 12 Legislation B-35806 Curtis Park |                                   |                  |                  | 9,295.00                                       |                  | State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00)   |                   |             |  |
| Future Impact fee to be appropriated for Curtis Park Turf                        |                                   |                  |                  | 811,843.00                                     |                  |  |                   |             |  |
| Contribution from FY2006 General Fund  |                                   |                  |                  | 530,225.00                                     |                  |  |                   |             |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest                        |                                   |                  |                  | 3,725,322.00                                   |                  |  |                   |             |  |
|  |                                   |                  | <b>Total: \$</b> | <b>23,613,926.00</b>                           |                  |  |                   |             |  |
| <b>Expenditures</b>  |                                   |                  |                  |  |                  |  |                   |             |  |
| B/Number   | Vendor/Description                | Allocation       | Contract Amount  | Payments to Date                               | Contract Balance | Comments   | Contractor/Vendor | Reg./P.O. # |  |
| B-35819  | DUARTE PARK BALLFIELD RENOVATIONS | \$ -             | 35834, \$165,185 |  |                  |  |                   |             |  |
|  |                                   | <b>TOTAL: \$</b> |                  |  |                  |  |                   |             |  |
| Total Bond Allocation  |                                   |                  |                  | Balance  |                  |  |                   |             |  |
| Allapattah Mini Park   |                                   | 50,000.00        |                  | 50,000.00                                      |                  |  |                   |             |  |
| Curtis Park  |                                   | 1,350,000.00     | 958,909.47       | 397,090.53                                     |                  |  |                   |             |  |
| Duarte Park  |                                   | 800,000.00       | 230,193.12       | 569,806.88                                     |                  |  |                   |             |  |
| Fern Isle Park   |                                   | 300,000.00       | 300,000.00       | 0.00   |                  |  |                   |             |  |
| Grapeland Park (Includes Park Contingency Amount)                                |                                   | 1,712,808.00     | 1,401,547.91     | 311,260.09                                     |                  | APPROPRIATION PENDING OF 3,800,000 IN B-60496  |                   |             |  |
| Kinloch Park   |                                   | 793,000.00       | 800,601.00       | (7,601.00)                                     |                  |  |                   |             |  |
| Maceo Park   |                                   | 142,714.00       | 142,714.00       | 0.00   |                  |  |                   |             |  |
| Melrose Park   |                                   | 22,022.25        | 22,022.25        | 0.00   |                  |  |                   |             |  |
| Pine Heights Park  |                                   | 29,401.20        | 29,401.20        | 0.00   |                  |  |                   |             |  |
| Sewell Park  |                                   | 330,577.00       | 215,296.00       | 115,281.00                                     |                  | NOTE: Moved \$7,000 from Kinloch Park, Moved \$22,978 from Melrose Park and Moved \$599.00 from Pine Heights Park to Sewell Park per the Parks Department. |                   |             |  |
| Total  |                                   |                  | 4,100,684.95     |  |                  |  |                   |             |  |
| Plus Interest Allocation   |                                   |                  | 3,725,322.00     |  |                  |  |                   |             |  |
| Plus Non-Homeland  |                                   |                  | 14,830,326.17    |  |                  |  |                   |             |  |
| Total Allocation to Date   |                                   |                  | \$ 22,656,333.12 |  |                  |  |                   |             |  |

**CIP PROJECT: 331419**

**District 2 Neighborhood Park Improvements**

**Homeland Defense/Neighborhood Improvement Bond**

**Appropriations**

**Funding Sources:**

Homeland Defense/Neighborhood Improvement Bond 4,075,521.00

Homeland Defense/Neighborhood Improvement Bond - Interest 425,000.00

South Florida Water Management District 285,000.00

**Total: \$ 4,785,521.00 SERIES I**

**Expenditures**

| B/Number | Vendor/Description  | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                     | Reg./P.O. # |
|----------|---|------------|-----------------|------------------|------------------|--|---------------------------------------|-------------|
| B-30172  | Roberto Clemente Park Building Renovation (\$210,094 to be added in Series 2)   | 164,412.23 |                 |                  |                  | signed PAF 3-25-05 & 7-21-05; signed revised PAF on 5/23/06, split with \$3,290 in CIP 331369 for a total of \$895,623.00  | Rizo Carreno & Partners, Inc.         | P053808     |
| B-30172  | Roberto Clemente Park Building Renovation - Professional Architectural Services   | 88,807.00  | 88,807.00       | 57,813.45        | 30,993.55        | signed req 4-29-05; refer to contract #K-0400223   |                                       |             |
| B-30172  | Roberto Clemente Park Building Renovation - Professional services pertaining to the implementation of a job order contracting (JOC) system  | 13.52      | 13.52           | 13.52            | -                | signed req 7-5-05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback JOC system contract #49-00/01. This req covers 3 jobs (B-72926, \$73.38, B-30304, \$20.06 and B-30172, \$13.52) for a total of \$106.96, individually too small for a PO. | The Gordian Group Inc.                | P054884     |
| B-30172  | Roberto Clemente Park Building Renovation   | 901.21     | 901.21          |                  | 901.21           | signed req 7-5-05; authorized by Res #04-0516 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-03/04   | H A Contracting                       | P054885     |
| B-30172  | Roberto Clemente Park Building Renovation-Administration Fees (2005)  | 29,750.00  | 29,750.00       | 29,750.00        | -                |  |                                       |             |
| B-30172  | Roberto Clemente Park Building Renovation-interior & Exterior   | 363,047.00 | 363,047.00      | 63,047.00        | 300,000.00       | signed req 1/6/06; authorized by Res #04-0516 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-03/04. signed change order for this PO for decrease in funding for this project on 1/22/07  | H A Contracting Corp                  | P061375     |
| B-30172  | Roberto Clemente Park Building Renovation - Professional services pertaining to the implementation of a job order contracting (JOC) system  | 9,880.12   | 9,880.12        | 9,880.12         | -                | signed req 1/6/06; authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback JOC system contract #49-00/01  | The Gordian Group                     | P061465     |
| B-30172  | Roberto Clemente Park Building Renovation-Administration Fees (2006)  | 9,112.00   | 9,112.00        | 9,112.00         | -                |  |                                       | JE 33371    |
| B-30172  | Roberto Clemente Park Building Renovation-Professional Environmental/Coastal Services -conduct asbestos survey for suspect asbestos containing materials that will impact planned renovation to building. | 951.00     | 951.00          | 951.00           | -                |  | Professional Engineering & Inspection | P063163     |
| B-30172  | Roberto Clemente Park Building Improvements-provide a domestic water line by-pass to rec. building in order to separate water service going to it and temporary office trailers.                          | 15,137.85  |                 |                  |                  |  | H. A. Contracting                     | R3779       |
| B-30172  | Roberto Clemente Park Building Renovation - Professional services pertaining to the implementation of a job order contracting (JOC) system  | 227.07     |                 |                  |                  | approved req on 1/22/07; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback JOC system contract #49-00/01   | The Gordian Group Inc.                | R4106       |
| B-30180  | Vinick Park Gym Repairs (Interest Funded)   | 48,417.72  |                 |                  |                  | signed PAF 2-10-05; signed revised PAF 3-30-05   |                                       |             |
| B-30180  | Vinick Park Gym Repairs (Interest Funded) - Professional Services (additional services needed for non-compliance and installation defects of certain electrical components.)                              | 9,900.00   | 9,900.00        | 9,900.00         | -                | signed req 11-2-05. Per invoice #050648 item was paid from the code. Urgent needed before PO 060573 was done. PO closed.   | Laura M. Paez & Assoc.                |             |
| B-30180  | Vinick Park Gym Repairs (Interest Funded)   | 363,233.77 | 363,233.77      | 363,233.76       | 0.01             | signed req 4-1-05; authorized by Res #04-0516 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracting (JOC) contract #04-03/04   | Canvon Construction Company           | P053376     |

**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 2 Neighborhood Park Improvements**

|   |                                 |
|---|---------------------------------|
| Appropriations  |                                 |
| Funding Sources:  |                                 |
| Homeland Defense/Neighborhood Improvement Bond            | 4,075,521.00                    |
| Homeland Defense/Neighborhood Improvement Bond - Interest | 425,000.00                      |
| South Florida Water Management District                   | 285,000.00                      |
| <b>Total:</b>   | <b>\$ 4,785,521.00 SERIES I</b> |

**Expenditures**

| B/Number | Vendor/Description | Allocation | Contract Amount | Payments to Date | Contract Balance |
|----------|--------------------|------------|-----------------|------------------|------------------|
|----------|--------------------|------------|-----------------|------------------|------------------|

|         |  |            |            |           |            |
|---------|--|------------|------------|-----------|------------|
| B-30160 | Virnick Park Gym Repairs (Interest Funded)<br>Professional services  | 5,448.51   | 5,448.51   | 5,448.51  |            |
| B-30292 | Virnick Park Library   | 42,938.49  |            |           |            |
| B-30292 | Virnick Park Library Addition  | 814,998.82 | 814,998.82 | 58,809.58 | 756,189.24 |
| B-30292 | Virnick Park Library Addition-Professional Services pertaining to the implementation of a Job Order Contracts (JOC) system | 12,224.98  | 12,224.98  | 12,224.98 |            |
| B-30292 | Professional Architectural & Engineering Service for Virnick Park Center Library Addition Project                          | 93,841.00  | 93,841.00  | 61,369.91 | 32,471.09  |
| B-30292 | Virnick Park Library Addition-Administration Fees (2005)   | 21,600.00  | 21,600.00  | 21,600.00 |            |
| B-30292 | Virnick Park Com. Center - Library & Classroom-Verification Form Fee   | 2,994.93   | 2,994.93   | 2,994.93  |            |
| B-30292 | Virnick Park Com. Center-Library - ownership list/labeling   | 315.00     | 315.00     | 315.00    |            |
| B-30292 | Virnick Park Comm. Center - Library - County Recorder fee for the return of unrecorded documents.                          | 25.78      | 25.78      | 25.78     |            |
| B-30292 | Virnick Park Library Addition - for miscellaneous continuing services in the field of architectural services               | 5,733.00   | 5,733.00   | 5,733.00  |            |
| B-30292 | Testing  | 18.00      | 18.00      | 18.00     |            |
| B-30292 | Testing  | 450.00     | 450.00     | 450.00    |            |
| B-30292 | Testing  | 1,100.00   | 1,100.00   | 1,100.00  |            |
| B-30292 | Testing  | 860.00     | 860.00     | 860.00    |            |
| B-30292 | Testing  | 200.00     | 200.00     | 200.00    |            |
| B-30292 | Testing  | 400.00     | 400.00     | 400.00    |            |
| B-30292 | Testing  | 420.00     | 420.00     | 420.00    |            |
| B-30292 | Testing  | 600.00     | 600.00     | 600.00    |            |
| B-30292 | Testing  | 460.00     | 460.00     | 460.00    |            |
| B-30292 | Testing  | 520.00     | 520.00     | 520.00    |            |
| B-30292 | Testing  |            |            |           |            |
| B-30292 | Testing  |            |            |           |            |
| B-30292 | Testing  | 300.00     | 300.00     | 300.00    |            |
| B-35838 | Kennedy Park Restrooms Bldg. Improvements (\$135,000 to be added in Series 2)  |            |            |           |            |
| B-35838 | Kennedy Park Restrooms Bldg. Improvements<br><b>NON HOMELAND</b>   | 0.39       |            |           |            |
| B-35838 | Kennedy Park Restrooms Bldg. Improvements- for surveying & mapping services  | 4,899.61   | 4,899.61   | 4,899.61  |            |
| B-35838 | <b>NON HOMELAND</b><br>Virnick Park Pool Bldg. Renovation  | 26,064.89  |            |           |            |

| Comments | Contractor/Vendor | Req. P.O. # |
|----------|-------------------|-------------|
|----------|-------------------|-------------|

|  |                                     |          |
|--|-------------------------------------|----------|
| signed req 4-1-05; authorized by Res #04-0515 Jaled 7/29/04<br>City of Miami Beach Piggyback Job Order Contracts (JOC) contract #49-0001         | The Gordian Group                   | P053380  |
| \$1 million was appropriated in CIP Master Ord for FY2004.<br>signed PAF 4-29-05; signed revised PAF 7-21-05                                     |                                     |          |
| signed req 11-7-05; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contract (JOC) Contract #14-03/04       | Carvon Construction Company         | P060681  |
| signed req 11-7-05; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback reestablishment of a JOC System Contract #49-0001 | The Gordian Group                   | P060695  |
| signed req 2-3-05<br>ref PSA. (contract #K-0400991)  | Ferguson Glasgow Schuster Inc.      | P052491  |
| signed DP 11/15/05.  | Miami Dade Water & Sewer            | DP 99923 |
| Invoice #5381  | Florida Real Estate Decisions, Inc. | DP 99918 |
| signed DP 6/21/06  | Clerk of the Circuit & County Court | DP 99968 |
| signed req on 6/29/06 in reference to PSA #K04-00196   | Ferguson Glasgow Schuster Sato Inc. | P063652  |
|  | Wingenter Labs                      | P060762  |
| <b>AWAITING APPROVAL ON JUSTIFICATION FROM PURCHASING TO PROCESS</b>   | Atlantis Engineering                | P064606  |
| R485   | Atlantis Engineering                | P064671  |
| R408   | Atlantis Engineering                | P71185   |
| R308   | Atlantis Engineering                | P71042   |
|  | Atlantis Engineering                | R1150    |
|  | Atlantis Engineering                | R1790    |
|  | Atlantis Engineering                | R2056    |
|  | Atlantis Engineering                | R2913    |
| Requisition #3403 in the amount of \$2,500.00 has been deleted until services are requested and invoiced.  | Ardaman & Associates                |          |
| R4 129 had to be reentered to R4933- R4933 cancelled and reentered   | Atlantis Engineering                | R5323    |
| signed PAF on 2/9/06;<br>Funds available 2006-2007   |                                     |          |
| signed req on 6/28/06; reference to PSA #K05-0094  | Superior Surveying                  | P063663  |
| signed PAF 7-21-05   |                                     |          |



**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 2 Neighborhood Park Improvements**

| Appropriations                                 |  | Homeland Defense/Neighborhood Improvement Bond |                 | Contract Amount  |                  | Payments to Date   |                              | Contract Balance |  | Comments |  | Contractor/Vendor |  | Req./P. O. # |  |
|--|--|--|-----------------|------------------|------------------|--|------------------------------|------------------|--|----------|--|-------------------|--|--------------|--|
| B/Number                                       | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor            | Req./P. O. #     |  |          |  |                   |  |              |  |
| Funding Sources:                               |  |  |                 |                  |                  |  |                              |                  |  |          |  |                   |  |              |  |
| Homeland Defense/Neighborhood Improvement Bond |  |  | 4,075,521.00    |                  |                  |  |                              |                  |  |          |  |                   |  |              |  |
| South Florida Water Management District        |  |  | 425,000.00      |                  |                  |  |                              |                  |  |          |  |                   |  |              |  |
| Interest                                       |  |  | 285,000.00      |                  |                  |  |                              |                  |  |          |  |                   |  |              |  |
| Total:   |  |  | \$ 4,785,521.00 | SERIES 1         |                  |  |                              |                  |  |          |  |                   |  |              |  |
| B-35853  | Virrick Park Pool Bldg Renovation  | 288,840.50                                     | 288,840.50      |                  | 288,840.50       | signed req on 12/23/05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-03/04.  | Carlvon Construction Company | P061167          |  |          |  |                   |  |              |  |
| B-35853  | Virrick Park Pool Bldg Renovation  | 4,332.61                                       | 4,332.61        | 4,332.61         | -                | signed req on 12/23/05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) system contract #49-00/01.              | The Gordian Group            | P061172          |  |          |  |                   |  |              |  |
| B-35853  | Virrick Park Pool Bldg Renovation-Administration Fees (2006)   | 30,762.00                                      | 30,762.00       | 30,762.00        | -                | signed PAF on 4/24/06; split with \$10,300 in CIP 331313 for a total of \$600,300.00, including Series 2 amount of \$305,000. The amount of \$285,000 going to CC 5/25/06 for approval | EDC Corp                     | P063656          |  |          |  |                   |  |              |  |
| B-30317  | Morningside Park Shoreline Stabilization   | 243,147.00                                     |                 |                  |                  | signed req on 6/28/06; in accordance with PSA contract #K04-00393  |                              |                  |  |          |  |                   |  |              |  |
| B-30317  | Morningside Park Shoreline Stabilization-Professional coastal engineering services   | 33,853.00                                      | 33,853.00       | 4,318.80         | 29,534.20        |  |                              |                  |  |          |  |                   |  |              |  |
| B-30317  | Morningside Park Shoreline Stabilization-Administration Fees (2006)  | 28,000.00                                      | 28,000.00       | 28,000.00        | -                |  |                              |                  |  |          |  |                   |  |              |  |
| B-30317  | Morningside Park Shoreline Stabilization- <b>NON HOMELAND</b>  | 285,000.00                                     |                 |                  |                  |  |                              |                  |  |          |  |                   |  |              |  |
| B-35846  | Morningside Park Recreation Building Improvements  | 58,819.74                                      |                 |                  |                  | signed PAF 3-7-05; signed revised PAF 5-25-05 signed revised PAF 6-16-05 signed revised PAF 7-21-05  |                              |                  |  |          |  |                   |  |              |  |
| B-35846  | Morningside Park Recreation Building Improvements plus increase of \$8,577.00 for additional services required                                   | 52,244.00                                      | 52,244.00       | 32,179.00        | 20,065.00        | signed req 4-29-05; refer to contract #K-0400198 signed change order 6-2-05  | Architektnics, Inc           | P053809          |  |          |  |                   |  |              |  |
| B-35846  | Morningside Park Recreation Building Improvements-Administration Fees (2005)   | 26,600.00                                      | 26,600.00       | 26,600.00        | -                |  |                              |                  |  |          |  |                   |  |              |  |
| B-35846  | Morningside Park Recreation Building Improvements-Professional services pertaining to the implementation of a Job Order Contracting (JOC) System | 6,547.27                                       | 6,547.27        | 6,547.27         | -                | signed req on 1/6/06; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback establishment of a Job Order Contract (JOC) System Contract #49-00/01.                   | The Gordian Group            | P061462          |  |          |  |                   |  |              |  |
| B-35846  | Morningside Park Recreation Building Improvements-remodel of recreation building   | 436,484.47                                     | 436,484.47      |                  | 436,484.47       | signed req on 1/6/06; authorized by Res #05-0290 dated 5/12/05. Job Order Contracting (JOC) Vertical   | AML Construction             | P061377          |  |          |  |                   |  |              |  |
| B-35846  | Morningside Park Recreation Building Improvements-Professional Construction Engineering Observation services                                     | 35,896.52                                      | 35,896.52       |                  | 35,896.52        | In accordance with Professional services agreement #K04-01079, W.O. Authorization #3 dated 9/28/05 and Res #04-0792.   | Russell Partnership          | P060620          |  |          |  |                   |  |              |  |
| B-35847  | Morningside Park Restrooms Renovation (\$100,000 to be added in Series 2)  |  |                 |                  |                  |  |                              |                  |  |          |  |                   |  |              |  |
| B-35847  | Morningside Park Restrooms Renovation <b>NON HOMELAND</b>  | 0.33   |                 |                  |                  | signed PAF on 2/9/06; Funds available 2006-2007  |                              |                  |  |          |  |                   |  |              |  |
| B-35847  | Morningside Park Restrooms Renovation-for surveying & mapping services   | 4,099.67                                       | 4,099.67        | 4,099.67         | -                | signed req on 6/28/06; Ref PSA #K05-00094  | Superior Surveying           | P063664          |  |          |  |                   |  |              |  |
| B-35848  | Morningside Park Maintenance Shed (\$60,000 to be added in Series 2)   |  |                 |                  |                  | signed PAF on 2/9/06; Funds available 2006-2007  |                              |                  |  |          |  |                   |  |              |  |
| B-60475  | Douglas Park Recreation Building Renovations <b>NON HOMELAND</b>   |  |                 |                  |                  |  |                              |                  |  |          |  |                   |  |              |  |

**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 2 Neighborhood Park Improvements**

| Appropriations  |  | Contract Amount |                 | Payments to Date |                  | Contract Balance                      |             | Contractor/Vendor   |                   | Req./P.O. # |  |
|---|--|-----------------|-----------------|------------------|------------------|---------------------------------------|-------------|---|-------------------|-------------|--|
| B/Number  | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor                     | Req./P.O. # | Comments  | Contractor/Vendor | Req./P.O. # |  |
| Funding Sources:  |  |                 |                 |                  |                  |                                       |             |   |                   |             |  |
| Homeland Defense/Neighborhood Improvement Bond            |  |                 | 4,075,521.00    |                  |                  |                                       |             |   |                   |             |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest |  |                 | 425,000.00      |                  |                  |                                       |             |   |                   |             |  |
| South Florida Water Management District                   |  |                 | 285,000.00      |                  |                  |                                       |             |   |                   |             |  |
| Total:  |  |                 | \$ 4,785,521.00 |                  |                  |                                       |             |   |                   |             |  |
| <b>Expenditures</b>                                       |  |                 |                 |                  |                  |                                       |             |   |                   |             |  |
| B-60475   | Douglas Park Recreation Building Renovations- Environmental/Coastal Services<br><b>NON HOMELAND</b>  | 11,860.00       | 11,860.00       |                  | 11,860.00        | Petro - Hydro                         | P064277     | signed req on 8/30/06; pertaining to PSA #K04-00426<br>signed change order 8/18/06<br><b>A CHANGE ORDER IS PENDING TO CORRECT THE FUNDING TO NON HOMELAND</b> |                   |             |  |
| B-60475   | Douglas Park Recreation Building Renovations (\$348,311 in 2nd Series)   | 0.00            |                 |                  |                  |                                       |             | signed PAF 7-21-05; Funding in 1st series for Design only   |                   |             |  |
| B-60475   | Douglas Park Recreation Building Renovations   | 7,925.00        | 7,925.00        | 7,925.00         |                  | Leiter, Perez & Associates            | P051125     | signed req 10-29-04   |                   |             |  |
| B-60475   | Geotechnical Engineering Services pertaining to Douglas Park Recreation  | 1,800.00        | 1,800.00        | 1,800.00         |                  | Ardaman & Associates                  | P053606     | signed req 4-18-05; per proposal #05-1043, dated 2/2/05.  |                   |             |  |
| B-60475   | Douglas Park Recreation Building Renovations- Administration Fees (2005)   | 41,964.00       | 41,964.00       | 41,964.00        |                  |                                       |             |   |                   |             |  |
| B-75814   | Armbister Recreation Building Improvements   | 84,406.80       |                 |                  |                  |                                       |             | signed PAF 3-21-05;<br>signed revised PAF 7-21-05<br>signed revised PAF 7/12/06   |                   |             |  |
| B-75814   | Armbister Recreation Building Improvements   | 375,694.66      | 375,694.66      | 43,880.70        | 331,813.96       | Carvon Construction                   | P060679     | signed req 11-7-05; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contract (JOC) Contract #14-0304                     |                   |             |  |
| B-75814   | Armbister Recreation Building Improvements- Professional Services pertaining to the implementation of a Job Order Contracts (JOC) system   | 5,635.42        | 5,635.42        | 5,635.42         |                  | The Gordian Group                     | P060693     | signed req 11-7-05; authorized by Res #04-0515 dated 7/29/04<br>City of Miami Beach Piggyback<br>reestablishment of a JOC System Contract #49-00/01           |                   |             |  |
| B-75814   | Armbister Recreation Building Improvements (plus increase of \$5,010.00 for additional professional services)  | 69,897.00       | 69,897.00       | 48,254.36        | 21,642.64        | Rizo Carrero & Partners, Inc.         | P053807     | signed req 4-29-05; refer to contract #K-0400223<br>change order signed 7/26/06   |                   |             |  |
| B-75814   | Armbister Recreation Building Improvements- Administration Fees (2005)   | 28,000.00       | 28,000.00       | 28,000.00        |                  |                                       |             |   |                   |             |  |
| B-75814   | Armbister Recreation Building Improvements-Professional Environmental/Coastal Services -conduct asbestos survey for suspect asbestos containing materials that will impact planned renovation to building. | 898.00          | 898.00          | 898.00           |                  | Professional Engineering & Inspection | P063162     | signed req on 5/16/06; in accordance with PSA #K0400339   |                   |             |  |
| B-75814   | Armbister Recreation Building Improvements-Demolition of additional ceramic tile unforeseen prior to the commencement of the work a time & material basis.   | 4,549.87        |                 |                  |                  | Carvon Construction                   | R3750       | approved req on 1/9/07  |                   |             |  |
| B-75814   | Testing  | 200.00          | 200.00          | 200.00           |                  | Atlantis Engineering                  | P063637     | signed req on 6/27/06   |                   |             |  |
| B-75814   | Testing  | 100.00          | 100.00          | 100.00           |                  | Atlantis Engineering                  | P064067     | signed req on 7/25/06   |                   |             |  |
| B-75814   | Testing  | 350.00          |                 |                  |                  | Atlantis Engineering                  | P71157      | R326  |                   |             |  |
| B-75814   | Testing  | 100.00          |                 |                  |                  | Atlantis Engineering                  | R1170       |   |                   |             |  |
| B-75814   | Testing  | 100.00          |                 |                  |                  | Atlantis Engineering                  | R3218       |   |                   |             |  |
| B-75814   | Testing  |                 |                 |                  |                  | Professional Service Industries       |             | Requisition #4125 in the amount of \$1,500.00 has been deleted until services are requested and invoiced.   |                   |             |  |

**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 2 Neighborhood Park Improvements**

| Appropriations  |  | Expenditures                                   |                    | Allocation |                 | Contract Amount  |                  | Payments to Date  |                                | Contract Balance |  | Comments |  | Contractor/Vendor |  | Req./P. O. # |  |
|---|--|--|--------------------|------------|-----------------|------------------|------------------|---|--------------------------------|------------------|--|----------|--|-------------------|--|--------------|--|
| B/Number  | Vendor/Description   | B/Number                                       | Vendor/Description | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor              | Req./P. O. #     |  |          |  |                   |  |              |  |
| Funding Sources:  |  | Homeland Defense/Neighborhood Improvement Bond |                    |            |                 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest |  | South Florida Water Management District        |                    |            |                 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |
|   |  | 4,075,521.00                                   |                    |            |                 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |
|   |  | 425,000.00                                     |                    |            |                 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |
|   |  | 285,000.00                                     |                    |            |                 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |
|   |  | Total: \$ 4,785,521.00                         |                    |            |                 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |
| B-75814   | Armbuster Recreation Building Improvements- Professional Services pertaining to the implementation of a Job Order Contracts (JOC) system | 68.25  |                    | 232,554.99 | 232,554.99      |                  | 232,554.99       | approved req on 1/22/07; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback establishment of a JOC System Contract #49-00/01 | The Gordian Group              | R4100            |  |          |  |                   |  |              |  |
| B-75840   | Dorsey Park Building Renovation  |  | 215,096.69         |            |                 |                  |                  | signed PAF 7-21-05  |                                |                  |  |          |  |                   |  |              |  |
| B-75840   | Dorsey Park Building Renovation  |  | 232,554.99         |            |                 |                  |                  | signed req 11-7-05; authorized by Res #05-0290 dated 5/12/05. Job Order Contracts (JOC) Vertical contract #K-0500458                              | MAC Construction               | P060678          |  |          |  |                   |  |              |  |
| B-75840   | Dorsey Park Building Renovation - Professional Architectural Services  |  | 33,250.00          |            | 33,250.00       | 25,439.63        | 7,810.37         | signed req 3-16-05 Ref.PSA (Contract #K-0400196)  | Ferguson Glasgow Schuster Solo | P053137          |  |          |  |                   |  |              |  |
| B-75840   | Dorsey Park Building Renovation-Administration Fees (2005)   |  | 15,610.00          |            | 15,610.00       | 15,610.00        |                  |   |                                |                  |  |          |  |                   |  |              |  |
| B-75840   | Dorsey Park Building Renovation- Professional Services pertaining to the implementation of a Job Order Contracting (JOC) system          |  | 3,488.32           |            | 3,488.32        | 3,488.32         |                  | signed req 11-7-05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback of a JOC System Contract #49-00/01                    | The Gordian Group              | P060689          |  |          |  |                   |  |              |  |
| Totals:   |  |  | 4,806,380.00       |            | 3,615,782.68    | 1,078,724.93     | 2,537,057.75     |   |                                |                  |  |          |  |                   |  |              |  |
| Balance of Appropriations:                                |  |  | (\$20,859.00)      |            | \$ 1,169,739.32 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |
| Run Date of 10/26/2006                                    |  |  |                    |            |                 |                  |                  |   |                                |                  |  |          |  |                   |  |              |  |

| NOT ABOVE                   |   | CANCELLED THIS \$# AND REALLOCATED FUNDS TO B-30172 |                 |
|-----------------------------|---|---|-----------------|
| B/Number                    | Vendor/Description                                      | Allocation  | Contract Amount |
| B-30189                     | LEGION PARK GAME ROOM RENOVATION                        |   |                 |
| B-35906                     | Wainwright Park Playground Equipment & Site Furnishings | \$ 50,000.00  | Series 2        |
| B-75829                     | Blanche Park Playground Equipment                       | \$ 35,000.00  | Series 2        |
| B-75833                     | Roberto Clemente Park Playground                        | \$ 42,666.00  | Series 2        |
| B-75837                     | Roberto Clemente Park Site Furnishings                  | \$ 10,000.00  | Series 2        |
| B-75855                     | Merrie Christmas Park Site Furnishings                  | \$ 25,000.00  | Series 2        |
| B-75865                     | Morningside Park Playground                             | \$ 20,000.00  | Series 2        |
| B-75868                     | Morningside Park Walkways Upgrades                      | \$ 40,000.00  | Series 2        |
| B-75870                     | Morningside Park Site Furnishings                       | \$ 60,000.00  | Series 2        |
| B-75871                     | Morningside Park Landscaping                            | \$ 50,000.00  | Series 2        |
| B-75886                     | Peacock Park Landscaping                                | \$ 5,000.00   | Series 2        |
| B-75889                     | Peacock Park Site Furnishing                            | \$ 10,000.00  | Series 2        |
| Totals:                     |   |   |                 |
| Total Bond Allocation       |   |   | Allocation      |
| Balance                     |   |   | to Date         |
| Armbuster Park              | 800,000.00  | 570,000.00  | 230,000.00      |
| Belle Meade Mini Park       | 45,000.00   | 45,000.00   | 45,000.00       |
| Billy Rolle Mini Park       | 50,000.00   | 50,000.00   | 50,000.00       |
| Biscayne Park               | 150,000.00  | 150,000.00  | 150,000.00      |
| Blanche Park                | 45,000.00   | 45,000.00   | 45,000.00       |
| Clemente Park               | 1,100,000.00  | 682,239.00  | 417,761.00      |
| Dorsey Park                 | 500,000.00  | 500,000.00  | 0.00            |
| Douglas Park                | 400,000.00  | 63,549.00   | 336,451.00      |
| Kennedy Park                | 600,000.00  | 600,000.00  | 600,000.00      |
| Kirk Monroe Park            | 70,000.00   | 70,000.00   | 70,000.00       |
| Legion Park                 | 150,000.00  | 150,000.00  | 150,000.00      |
| Manor Stoneham Douglas Park | 60,000.00   | 60,000.00   | 60,000.00       |
| Merrie Christmas Park       | 60,000.00   | 60,000.00   | 60,000.00       |
| Morningside Park            | 1,350,000.00  | 925,692.00  | 424,308.00      |
| Peacock Park                | 800,000.00  | 800,000.00  | 800,000.00      |
| Virrick Park                | 1,350,000.00  | 1,350,000.00  | 0.00            |



**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 3 Neighborhood Park Improvements**

**Appropriations**

**Funding Sources:**

Homeland Defense/Neighborhood Improvement Bond

Total: \$ 1,590,411.00

**Expenditures**

| B/Number | Vendor/Description   | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                       | Reg./P.O.# |
|----------|--|------------|-----------------|------------------|------------------|--|---|------------|
| B-30258  | Jose Marti Park Building<br>Increase to Jose Marti Park contract for landscaping and aerobics room flooring, remaining balance shifted to Jose Marti Park Gym B-35857. | (0.76)     | 732,312.30      | 732,312.30       | -                | split funded with \$936,322.00 in CIP 331385 for a total of \$2,018,720.00 - \$350,085.30 (NOT NEEDED) for a final total of \$1,668,634.30 | Unitech Builders Corp                   | P231032    |
| B-30258  | Jose Marti Park Building<br>Increase to Jose Marti Park contract for landscaping and aerobics room flooring  | 732,312.30 | 732,312.30      | 732,312.30       | -                | Part of 331385, a larger project with other funding sources<br><b>JOB FINALED</b>  |   |            |
| B-30258  | Jose Marti Park Building - Administration Fees (2003)  | 77,569.46  | 77,569.46       | 77,569.46        | -                |  |   |            |
| B-30258  | Jose Marti Park Building - Administration Fees (2004)  | 13,554.00  | 13,554.00       | 13,554.00        | -                |  | Florida Power & Light                   | JE 28734   |
| B-30258  | Installation of 1202208v 3ph underground service to the new Jose Marti Park Recreational building  | 4,993.00   | 4,993.00        | 4,993.00         | -                |  |   | DP 83492   |
| B-30258  | Miscellaneous receipts   | (4,993.00) | (4,993.00)      | (4,993.00)       | -                | Misc. Receipt #61305   |   |            |
| B-75895  | Jose Marti Park Playground Equipment   | 0.22       |                 |                  |                  |  |   |            |
| B-75895  | Jose Marti Park DRPlay-Curb installed 6" x 6" reinforced concrete curb for termination point of rubber per linear foot   | 76,472.00  | 76,472.00       | 76,472.00        | -                | Split funded with an increase of \$8,750.00 in CIP 331369 for a total of \$88,750.00<br>As per Bid#4907-2003-2 and as per quote #200004476 | Contract Connection                     | P044155    |
| B-75895  | Jose Marti Park DRPlay-Curb installed 6" x 6" reinforced concrete curb for termination point of rubber per linear foot   | 11,617.78  | 11,617.78       | 11,617.78        | -                | Refer to PO 44155 closed in error. This PO to pay invoice #19549 for \$11,617.78 representing amount of contract owned to vendor.          | Contract Connection                     | P054097    |
| B-75895  | Remove and replace wood deck at Jose Marti Park  | 7,000.00   | 7,000.00        | 7,000.00         | -                |  | Trintec Construction                    | P045761    |
| B-75899  | Jose Marti Park Site Furnishings   | 1,732.02   |                 |                  |                  |  |   |            |
| B-75899  | Jose Marti Park Site Furnishings   | 25,000.00  | 25,000.00       | 25,000.00        | -                |  | Contract Connection                     | P041914    |
| B-75899  | Jose Marti Park site furniture 32-Gal receptacle #WV-LRP32   | 6,139.55   | 6,139.55        | 6,139.55         | -                |  | Contract Connection                     | P041763    |
| B-75899  | Jose Marti Park Site Furnishings- 10 Station Fitness Cluster   | 31,202.43  | 31,202.43       | 31,202.43        | -                |  | Contract Connection                     | P045160    |
| B-75907  | Domino Park (Maximo Gomez) new chairs and trash receptacles plus installation  | 20,396.04  | 20,396.04       | 20,396.04        | -                |  | Hunter Kneppshield                      | P233467    |
| B-35861  | Maximo Gomez/Domino Restroom Improvements  | 79,604.00  |                 |                  |                  |  | signed PAF on 1/16/07                   |            |
| B-30071  | Triangle Park Fencing  | 33,864.50  | 33,864.50       | 33,864.50        | -                |  | island Fence of Florida                 | P235751    |
| B-75918  | Triangle court upgrades  | 3,800.00   | 3,800.00        | 3,800.00         | -                |  | McCourt Construction                    | P041377    |
| B-75919  | Triangle Park playground equipment plus an increase of \$4,500.00. ALLOCATION WAS \$7,490. DEF = \$2,990. Allocation increased to \$12,402.                            | 10,283.87  | 10,283.87       | 10,283.87        | -                |  | Plymore Recreational Products & Service | P044412    |
| B-75891  | Grove Mini Park playground equipment   | 21,703.01  | 21,703.01       | 21,703.01        | -                |  | Contract Connection                     | P233889    |
| B-75916  | Southside Park Playworld Playamour tops & painted frame accessible picnic table  | 594.10     | 594.10          | 594.10           | -                |  | Plymore Recreational Products & Service | P050552    |
| B-75917  | Southside Park court upgrades  | 6,000.00   | 5,450.00        | 5,450.00         | -                |  | McCourt Construction                    | P041378    |

**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 3 Neighborhood Park Improvements**

| Appropriations                                 |  | Homeland Defense/Neighborhood Improvement Bond |                 | Payments to Date |                  | Contract Balance  |            | Contractor/Vendor  |  | Reg./I.O.# |  |
|--|--|--|-----------------|------------------|------------------|---|------------|--|--|------------|--|
| B/Number                                       | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor   | Reg./I.O.# | Comments   |  |            |  |
| Funding Sources:                               |  | 1,590,411.00                                   |                 |                  |                  |   |            |  |  |            |  |
| Homeland Defense/Neighborhood Improvement Bond |  | 1,590,411.00                                   |                 |                  |                  |   |            |  |  |            |  |
| Total: \$                                      |  | 1,590,411.00                                   |                 |                  |                  |   |            |  |  |            |  |
| B-75910  | Riverside Park site furnishings- Excavation & disposal of fill of 180 cubic yards. ALLOCATION WAS ONLY \$64,000. DIFFERENCE \$29,866. Allocation increased to \$192,866 \$192,040 to cover expenditures. | 192,040.00                                     | -               | -                | -                | American Park & Play  | P054422    | per Miami Dade County Bid #4907-2/03-1 and quote #AAAQ1358<br><b>CANCELLED PO (\$140,854.60)</b>   |  |            |  |
| B-75910  | Riverside Park Playground equipment  | -  | -               | -                | -                | Park Structures   | P054818    | Split funded with \$7153.00 in CIP 331395 Homeland Defense, and \$22847.00 in CIP 331395 for a total of \$80,963.92<br><b>CANCELLED PO (50,963.92)</b>   |  |            |  |
| B-75913  | Riverside Park Court Upgrades  | -  | -               | -                | -                | Agile Courts Construction, Inc.                                     | P041193    | signed PAF 6-27-05 signed revised PAF 7-21-05  |  |            |  |
| B-35856  | Henderson Park New Bathroom Building (\$255,069 in Series 2)   | 7,960.00                                       | 7,960.00        | 7,960.00         | -                | Agile Courts Construction, Inc.                                     | P041193    | signed PAF 6-27-05 signed revised PAF 7-21-05  |  |            |  |
| B-35856  | Professional Surveying & Mapping Services for Henderson Park New Bathroom Building   | 5,925.00                                       | 5,925.00        | 5,925.00         | -                | Leiter, Perez & Associates  | P050604    | signed req 10-15-04  |  |            |  |
| B-35856  | Henderson Park New Bathroom Building-Administration Fees (2005)  | 26,954.00                                      | 26,954.00       | 26,954.00        | -                |   |            |  |  |            |  |
| B-75994  | Henderson court upgrades - Special Provisions  | 2,074.49                                       | 2,074.49        | 2,074.49         | -                | Agile Courts Construction, Inc.                                     | P041191    | Per Maria Perez increase the \$100,000 by \$15,147 from the unallocated amount for Jose Marti Park. 6/7/04 This project is split funded with project 331373 \$14,303.00. Total cost \$144,450.00 |  |            |  |
| B-75994  | Henderson court upgrades   | 27,800.00                                      | 27,800.00       | 27,800.00        | -                | Agile Courts Construction, Inc.                                     | P041192    | from Jose Briz, signed req on 2-4-04   |  |            |  |
| B-75903  | Jose Marti Park Sports Lighting Repairs  | 115,147.00                                     | 115,147.00      | 115,147.00       | -                | Wilco Electrical Contractor   | P050956    |  |  |            |  |
| B-60507  | Jose Marti Park Emergency Lighting-replacement of fixtures on 9 light poles  | 6,841.00                                       | 6,841.00        | 6,841.00         | -                | Gancoedo Technologies, Inc.   | P042172    |  |  |            |  |
| B-60507  | Jose Marti Park Emergency Repairs for Pole lights - Administration Fees (2004)   | 739.00   | 739.00          | 739.00           | -                |   |            |  |  |            |  |
| B-35857  | Jose Marti Park Gym  | 244,740.00                                     | -               | -                | -                |   |            | signed PAF 5/16/06; split funded with \$8,357,692.00 in CIP 333142 for a total of \$9,602,432.00   |  |            |  |
| Totals:  |  | 1,789,065.01                                   | 1,270,399.53    | 1,270,399.53     | -                |   |            |  |  |            |  |
| Balance of Appropriations:                     |  | (\$198,654.01)                                 | \$ 320,011.47   |                  |                  |   |            |  |  |            |  |
| Run Date of 10/26/2006                         |  |  |                 |                  |                  |   |            |  |  |            |  |
| NOT ABOVE:                                     |  |  |                 |                  |                  |   |            |  |  |            |  |
| B-75922  | HENDERSON PARK IRRIGATION SYSTEM   | \$ 25,000.00                                   |                 |                  |                  | CANCELLED THIS BR -moved to 2nd series- moved 2nd series to B-35856 |            |  |  |            |  |
| B-30124  | JOSE MARTI PARK SPLASH PLAYGROUND  | \$ 219,685.00                                  |                 |                  |                  | CANCELLED THIS BR AND REALLOCATED FUNDS TO JOSE MARTI GYM B-35857   |            |  |  |            |  |
| B-30125  | MARTI PARK FIELD BATHROOM BLDG IMPROVEMENTS  | \$ 4,845.00                                    |                 |                  |                  | CANCELLED THIS BR AND REALLOCATED FUNDS TO B-75919                  |            |  |  |            |  |
| B-75911  | RIVERSIDE PARK SPORTS TURF   | \$ 50,000.00                                   |                 |                  |                  | CANCELLED THIS BR AND REALLOCATED FUNDS TO B-75910                  |            |  |  |            |  |
| B-75912  | RIVERSIDE PARK IRRIGATION  | \$ 50,000.00                                   |                 |                  |                  | CANCELLED THIS BR AND REALLOCATED FUNDS TO B-75910                  |            |  |  |            |  |
| B-75914  | RIVERSIDE PARK ADA UPGRADES  | \$ 30,000.00                                   |                 |                  |                  | CANCELLED THIS BR AND REALLOCATED FUNDS TO B-75910                  |            |  |  |            |  |
| TOTAL:   |  | \$ 379,530.00                                  |                 |                  |                  |   |            |  |  |            |  |







CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond

District 4 Neighborhood Park Improvements

| Appropriations  |   |                 |                 |                  |                  |  |                                    |             |  |
|---|---|-----------------|-----------------|------------------|------------------|--|------------------------------------|-------------|--|
| Funding Sources:  |   |                 |                 |                  |                  |  |                                    |             |  |
| Homeland Defense/Neighborhood Improvement Bond            |   |                 |                 | 2,898,195.00     |                  |  |                                    |             |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest |   |                 |                 |                  |                  |  |                                    |             |  |
| Total:  |   | \$ 2,898,195.00 |                 |                  |                  |  |                                    |             |  |
| B/Number  | Vendor/Description  | Allocation      | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                  | Req./P.O. # |  |
| B-30303   | Professional landscape architectural services Bryan Park Right-of-Way Improvements  | 23,662.00       | 23,662.00       | 23,662.00        | -                | signed PR 056838 on 9-19-03; split funded with \$17,940.00 in CIP 341206 for a total of \$41,602.00<br>signed PAF 8-10-05; split funded with \$43,417 in CIP 311714 and with \$117,140 in CIP 341206 for a total of \$185,019.00   | Kimley-Horn & Associates           | P235723     |  |
| B-30304   | Construction for Shenandoah Park Improvements   | 144,944.98      | -               | -                | -                | Split funded with \$244,667 in CIP 311714 for a total of \$1,594,667. signed PAF on 10-19-04<br>signed revised PAF 8-10-05; Split funded with \$244,667 in CIP 311714 and \$100,000 from contribution from Bayfront Park Mgmt Trust for a total of \$1,694,667.<br>signed revised PAF 4/26/06. Split funded with \$244,667 in CIP 311714 also split with \$100,000 from contribution from Bayfront Park Mgmt Trust, also with \$10,085 in CIP 331371 and also with \$6,600 in CIP 331369 for a total of \$1,711,352.00 | Carlson Construction Company       | P060680     |  |
| B-30304   | Shenandoah Park Improvements - provides new GF 20 amp receptacle for batting cage   | 6,443.69        | 6,443.69        | 6,443.00         | 0.69             | signed req 11-7-05; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contract #14-03/04  | The Gordian Group                  | P060694     |  |
| B-30304   | Shenandoah Park Improvements - Pool Heater  | 89,288.59       | 89,288.59       | 96.66            | -                | signed req 11-7-05; authorized by Res #04-0516 dated 7/29/04<br>City of Miami Beach Piggyback of a JOC System Contract #49-00/01   | Carlson Construction Company       | P055788     |  |
| B-30304   | Shenandoah Park Improvements - Professional services pertaining to the implementation of a Job Order Contracting (JOC) System - Pool Heater   | 1,339.33        | 1,339.33        | 1,339.33         | -                | signed req 8-3-05; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback (JOC) system contract #49-00/01  | The Gordian Group                  | P055794     |  |
| B-30304   | Prof. Architectural Svcs for Shenandoah Park Improvements plus an increase of \$37,100.00 for additional services required.<br>Plus another increase of \$24,620.00 for additional services | 199,310.00      | 199,310.00      | 151,941.94       | 47,368.06        | signed req on 8-3-05; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04  | R.E. Chisholm Architects, Inc.     | P235498     |  |
| B-30304   | Shenandoah Park Improvements - change in bollard color  | 12,823.15       | 12,823.15       | 12,823.15        | -                | signed req 4-29-05; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04  | Carlson Construction Company       | P053823     |  |
| B-30304   | Shenandoah Park improvements - Professional services pertaining to the implementation of a Job Order Contracting (JOC) system - change in bollard color                                     | 192.35          | 192.35          | 192.35           | -                | signed req 4-29-05; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a JOC system contract #49-00/01  | The Gordian Group                  | P053837     |  |
| B-30304   | Construction for Shenandoah Park Improvements - Administration Fees (2003)  | 34,300.00       | 34,300.00       | 34,300.00        | -                |  |                                    |             |  |
| B-30304   | Shenandoah Park Improvements in Design - Administration Fees (2004)   | 14,700.00       | 14,700.00       | 14,700.00        | -                |  |                                    |             |  |
| B-30304   | Homeland Defense Project Signs for Shenandoah Park Improvements plus delivery charges   | 350.00          | 350.00          | 350.00           | -                |  | Image 2000                         | JE 28734    |  |
| B-30304   | Shenandoah Park Improvements Plan Review Fee  | 517.00          | 517.00          | 517.00           | -                |  | Miami Dade Environmental Resources | DP92287     |  |

**CIP PROJECT: 331419**

**District 4 Neighborhood Park Improvements**

| Homeland Defense/Neighborhood Improvement Bond            |   |            |                 |                  |                  |  |                                       |             |  |
|---|---|------------|-----------------|------------------|------------------|--|---------------------------------------|-------------|--|
| Appropriations  |   |            |                 |                  |                  |  |                                       |             |  |
| Funding Sources:  |   |            |                 |                  |                  |  |                                       |             |  |
| Homeland Defense/Neighborhood Improvement Bond            |   |            |                 |                  |                  |  |                                       |             |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest |   |            |                 |                  |                  |  |                                       |             |  |
| Total: \$ 2,898,195.00                                    |   |            |                 |                  |                  |  |                                       |             |  |
| Expenditures  |   |            |                 |                  |                  |  |                                       |             |  |
| B/Number  | Vendor/Description  | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                     | Req./P.O. # |  |
| B-30304   | Shenandoah Park Improvements Project Review Fees  | 150.00     | 150.00          | 150.00           | -                |  | Miami Dade County Water & Sewer Dept. | DP92290     |  |
| B-30304   | Shenandoah Park Improvements / Phase I: Sitework (Parking Lot), Tennis Court Fencing, and Drainage Installation.  | 174,182.29 | 174,182.29      | 174,182.29       | -                | signed req 1-24-05, authorized by res #04-0516 dated 7/29/04<br>City of Miami Beach piggyback job order contracts #14-03/04  | Carivon Construction                  | P052289     |  |
| B-30304   | Professional services pertaining to the implementation of a job order contracting (JOC) system for Shenandoah Park Improvements / Phase I: Sitework (Parking Lot), Tennis Court Fencing, and Drainage Installation. | 6,987.29   | 6,987.29        | 6,987.29         | -                | signed req 1-24-05, authorized by res #04-0516 dated 7/29/04<br>City of Miami Beach piggyback job order contracts #49-00/01  | The Gordian Group                     | P052307     |  |
| B-30304   | Professional services pertaining to the implementation of a job order contracting (JOC) system for Shenandoah Park Improvements - Fence Tension Wire  | 20.06      | 20.06           | 20.06            | -                | signed req 7-5-05, authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback JOC system contract #49-00/01<br>This req covers 3 jobs (B-72926, \$73,38, B-30304, \$20.06 and B-30172, \$13.52) for a total of \$106.96, individually too small for a P.O. | The Gordian Group Inc.                | P054884     |  |
| B-30304   | Shenandoah Park Improvements - Fence Tension Wire   | 1,337.07   | 1,337.07        | 1,337.07         | -                | signed req 1-24-05, authorized by res #04-0516 dated 7/29/04<br>City of Miami Beach piggyback job order contracts #14-03/04  | Carivon Construction                  | P054882     |  |
| B-30304   | Construction for Shenandoah Park Improvements-Administration Fees (2006)  | 36,065.00  | 36,065.00       | 36,065.00        | -                |  |                                       | JE 33371    |  |
| B-30304   | Shenandoah Park Improvements -for construction, engineering & observation services  | 47,779.86  | 47,779.86       | 47,779.86        | -                | signed req on 3/7/06; Horizontal in Ref to PSA and Reso #04-0729, contract #K0401083   | Consult-Tech Construction             | P062101     |  |
| B-30304   | Shenandoah Park Improvements  | 32,986.26  | 32,986.26       | 15,120.03        | 17,866.23        | signed req on 3/2/06; authorized by res #04-0516 dated 7/29/04<br>City of Miami Beach piggyback job order contracts #14-03/04  | Carivon Construction                  | P062049     |  |
| B-30304   | Shenandoah Park Improvements -Professional services pertaining to the implementation of a job order contracting (JOC) system  | 494.79     | 494.79          | 494.79           | -                | signed req on 3/2/06; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback (JOC) system contract #49-00/01   | The Gordian Group                     | P062088     |  |
|   | Shenandoah court upgrades   | -          | -               | -                | -                | Per an e-mail dated 5/3/04 from Ed Blanco these projects have been cancelled and monies should be freed up for other projects.   |                                       |             |  |
|   | Shenandoah Playground/Equip   | -          | -               | -                | -                | Per an e-mail dated 5/3/04 from Ed Blanco these projects have been cancelled and monies should be freed up for other projects.   |                                       |             |  |
|   | Shenandoah Site Furnishings   | -          | -               | -                | -                | Per an e-mail dated 5/3/04 from Ed Blanco these projects have been cancelled and monies should be freed up for other projects.   |                                       |             |  |
| B-30304   | Shenandoah Park Improvements -additional piping and circulation pumps and wells   | 22,239.01  | 22,239.01       | 22,239.01        | 22,239.01        | signed req on 8/3/06; authorized by Reso #05-0290 dated 5/12/05.<br>City of Miami Job Order Contract (JOC)   | Carivon Construction                  | P064343     |  |
| B-30304   | Shenandoah Park Improvements - Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 333.59     | 333.59          | 333.59           | -                | signed req on 8-3-05; authorized by Res #04-0515 dated 7/29/04<br>City of Miami Beach Piggyback Establishment of a Job Order Contracting (JOC) System contract #49-00/01   | Gordian Group                         | P064349     |  |

CIP PROJECT: 331419  
 District 4 Neighborhood Park Improvements

| Appropriations |   | Homeland Defense/Neighborhood Improvement Bond |                 | Homeland Defense/Neighborhood Improvement Bond - Interest |                  | Expenditures   |                             | Homeland Defense/Neighborhood Improvement Bond |          | Homeland Defense/Neighborhood Improvement Bond  |            | Homeland Defense/Neighborhood Improvement Bond |                  | Homeland Defense/Neighborhood Improvement Bond |  |                             |             |
|----------------|---|--|-----------------|---|------------------|--|-----------------------------|--|----------|---|------------|--|------------------|--|--|-----------------------------|-------------|
| B/Number       | Vendor/Description  | Allocation                                     | Contract Amount | Payments to Date  | Contract Balance | Comments   | Contractor/Vendor           | Req./P.O. #                                    | B/Number | Vendor/Description  | Allocation | Contract Amount                                | Payments to Date | Contract Balance                               | Comments   | Contractor/Vendor           | Req./P.O. # |
| B-30304        | Shenandoah Park Improvements - to design and construct new irrigation system  | 515,407.91                                     |                 |   |                  | approved req on 12/19/06   | Carvon Construction         | R3086  | B-30304  | Shenandoah Park Improvements - to design and construct new irrigation system  | 515,407.91 |  |                  |  | approved req on 12/19/06   | Carvon Construction         | R3086       |
| B-30304        | Shenandoah Park Improvements - Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 7,731.12                                       |                 |   |                  | approved req on 12/19/06   | Gordian Group               | R3089  | B-30304  | Shenandoah Park Improvements - Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 7,731.12   |  |                  |  | approved req on 12/19/06   | Gordian Group               | R3089       |
| B-35871        | West End Pool Building Improvements   | 82,687.29                                      |                 |   |                  | signed PAF on 3-24-04 for Roberto Silva  |                             | JE 28734                                       | B-35871  | West End Pool Building Improvements   | 82,687.29  |  |                  |  | signed PAF on 3-24-04 for Roberto Silva  |                             | JE 28734    |
| B-35871        | West End Pool Improvements- Administration Fees (2004)  | 50,000.00                                      | 50,000.00       | 50,000.00   | -                | signed req on 8-3-05; authorized by Res #04-0516 dated 7/29/04   | F & L Construction          | P055885  | B-35871  | West End Pool Improvements- Administration Fees (2004)  | 50,000.00  | 50,000.00                                      | 50,000.00        | -  | signed req on 8-3-05; authorized by Res #04-0516 dated 7/29/04   | F & L Construction          | P055885     |
| B-35871        | West End Pool Building Improvements   | 423,847.75                                     | 423,847.75      |   | 423,847.75       | Contract (JOC) #14-03/04   |                             | P055873  | B-35871  | West End Pool Building Improvements   | 423,847.75 | 423,847.75                                     |                  | 423,847.75                                     | Contract (JOC) #14-03/04   |                             | P055873     |
| B-35871        | West End Pool Building Improvements- Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 6,357.72                                       | 6,357.72        | 6,357.72  | -                | signed req on 8-3-05; authorized by Res #04-0515 dated 7/29/04   | The Gordian Group           |  | B-35871  | West End Pool Building Improvements- Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 6,357.72   | 6,357.72                                       | 6,357.72         | -  | signed req on 8-3-05; authorized by Res #04-0515 dated 7/29/04   | The Gordian Group           |             |
| B-35871        | West End Pool Building Improvements-Administration Fees (2006)  | 12,805.00                                      | 12,805.00       | 12,805.00   | -                | City of Miami Beach Piggyback (JOC) System contract #49-00/01  |                             | JE 33371                                       | B-35871  | West End Pool Building Improvements-Administration Fees (2006)  | 12,805.00  | 12,805.00                                      | 12,805.00        | -  | City of Miami Beach Piggyback (JOC) System contract #49-00/01  |                             | JE 33371    |
| B-35871        | West End Pool Building Improvements-Professional Construction Engineering Observation services.   | 17,316.11                                      | 17,316.11       | 17,316.11   | 17,316.11        | In accordance with Professional Services Agreement #K05-00091, W. O. Authorization #5 dated 9/23/05 and Res #04-0792 | Triangle Associates         | P060630  | B-35871  | West End Pool Building Improvements-Professional Construction Engineering Observation services.   | 17,316.11  | 17,316.11                                      | 17,316.11        | 17,316.11                                      | In accordance with Professional Services Agreement #K05-00091, W. O. Authorization #5 dated 9/23/05 and Res #04-0792 | Triangle Associates         | P060630     |
| B-35871        | West End Pool Building Improvements   | 7,656.00                                       | 7,656.00        | 7,656.00  | -                | signed req on 3/2/06; authorized by Res #04-0516 dated 7/29/04   | F & L Construction          | P062032  | B-35871  | West End Pool Building Improvements   | 7,656.00   | 7,656.00                                       | 7,656.00         | -  | signed req on 3/2/06; authorized by Res #04-0516 dated 7/29/04   | F & L Construction          | P062032     |
| B-35871        | West End Pool Building Improvements- Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 114.84   | 114.84          | 114.84  | -                | Contract (JOC) #14-03/04   | The Gordian Group           | P062069  | B-35871  | West End Pool Building Improvements- Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 114.84     | 114.84   | 114.84           | -  | Contract (JOC) #14-03/04   | The Gordian Group           | P062069     |
| B-35871        | West End Pool Building Improvements-Fencing Repair/Replacement  | 35,996.34                                      | 35,996.34       | 35,996.34   | -                | signed req on 5/2/06; authorized by Res #05-290 dated 5/12/05  | F & L Construction          | P063123  | B-35871  | West End Pool Building Improvements-Fencing Repair/Replacement  | 35,996.34  | 35,996.34                                      | 35,996.34        | -  | signed req on 5/2/06; authorized by Res #05-290 dated 5/12/05  | F & L Construction          | P063123     |
| B-35871        | West End Pool Building Improvements-Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.   | 539.95   | 539.95          | 539.95  | -                | City of Miami (JOC) contract Vertical Construction   | Gordian Group               | P062898  | B-35871  | West End Pool Building Improvements-Professional services pertaining to the implementation of a Job Order Contracting (JOC) System.   | 539.95     | 539.95   | 539.95           | -  | City of Miami (JOC) contract Vertical Construction   | Gordian Group               | P062898     |
| B-35871        | West End Pool Improvements- Administration Fees (2006)  | 7,679.00                                       | 7,679.00        | 7,679.00  | -                | signed req on 5/4/06; authorized by Res #04-0515 dated 7/29/04.  |                             |  | B-35871  | West End Pool Improvements- Administration Fees (2006)  | 7,679.00   | 7,679.00                                       | 7,679.00         | -  | signed req on 5/4/06; authorized by Res #04-0515 dated 7/29/04.  |                             |             |
| B-35895        | Coral Gate Park Building Improvements - (\$410,134 forthcoming from Series 2)   | 3,046.00                                       |                 |   |                  | signed PAF on 3-31-04  |                             |  | B-35895  | Coral Gate Park Building Improvements - (\$410,134 forthcoming from Series 2)   | 3,046.00   |  |                  |  | signed PAF on 3-31-04  |                             |             |
| B-35895        | Professional Surveying & Mapping Services for Coral Gate Park Bldg. Improvements  | 5,842.00                                       | 5,842.00        | 5,842.00  | -                | signed revised PAF on 5-24-05  |                             | P050603  | B-35895  | Professional Surveying & Mapping Services for Coral Gate Park Bldg. Improvements  | 5,842.00   | 5,842.00                                       | 5,842.00         | -  | signed revised PAF on 5-24-05  |                             | P050603     |
| B-35895        | Coral Gate Park Building Improvements - Administration Fees (2004)  | 5,000.00                                       | 5,000.00        | 5,000.00  | -                | signed req 10-15-04  | Leiter, Perez, & Associates | JE 28734                                       | B-35895  | Coral Gate Park Building Improvements - Administration Fees (2004)  | 5,000.00   | 5,000.00                                       | 5,000.00         | -  | signed req 10-15-04  | Leiter, Perez, & Associates | JE 28734    |
| B-35895        | Coral Gate Park Building Improvements -Professional Engineering Services.   | 400.00   | 400.00          | 400.00  | -                | To provide the heat gain and commercial energy calculations for the new A/C unit area                                | MH Engineering              | P053075  | B-35895  | Coral Gate Park Building Improvements -Professional Engineering Services.   | 400.00     | 400.00   | 400.00           | -  | To provide the heat gain and commercial energy calculations for the new A/C unit area                                | MH Engineering              | P053075     |
| B-35895        | Coral Gate Park Building Improvements -Administration Fees (2005)   | 39,805.00                                      | 39,805.00       | 39,805.00   | -                |  |                             |  | B-35895  | Coral Gate Park Building Improvements -Administration Fees (2005)   | 39,805.00  | 39,805.00                                      | 39,805.00        | -  |  |                             |             |
| B-35895        | Coral Gate Park Building Improvements -Professional Construction Engineering Observation services. PO issued in amount of \$17,199.93 but will be closed b/c project not going into construction phase. |  |                 |   |                  | PO CLOSED DUE TO NOT IN CONSTRUCTION YET   | Russell Partnership         | P060621  | B-35895  | Coral Gate Park Building Improvements -Professional Construction Engineering Observation services. PO issued in amount of \$17,199.93 but will be closed b/c project not going into construction phase. |            |  |                  |  | PO CLOSED DUE TO NOT IN CONSTRUCTION YET   | Russell Partnership         | P060621     |

**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 4 Neighborhood Park Improvements**

| Appropriations |   | Funding Sources:    |                        | Expenditures        |                   |
|----------------|---|---------------------|------------------------|---------------------|-------------------|
| B/Number       | Vendor/Description  | Allocation          | Contract Amount        | Payments to Date    | Contract Balance  |
| B-35895        | Homeland Defense/Neighborhood Improvement Bond  | 2,898,195.00        |                        |                     |                   |
| B-35895        | Homeland Defense/Neighborhood Improvement Bond - Interest   |                     | 2,898,195.00           |                     |                   |
|                | <b>Total:</b>   |                     | <b>\$ 2,898,195.00</b> |                     |                   |
| B-30229        | Coral Gate Park Building Improvements - Environmental /Coastal Services<br><b>NON-HOMELAND</b>  | 6,295.00            | 6,295.00               |                     | 6,295.00          |
| B-30229        | Robert King High Park Soccer Field  | 57,429.40           | 57,429.40              | 57,429.40           |                   |
| B-30229        | Robert King High Park New Building & Site Improvements  | 82,953.00           | 82,953.00              | 61,212.40           | 21,740.60         |
| B-35898        | Professional Architectural Services for Robert King High Park New Building and Site Improvements Project-plus increase of \$14,447.00 | 1.00                |                        |                     |                   |
| B-35898        | Professional Architectural Services for Robert King High Park New Building and Site Improvements Project                              | 97,555.20           | 93,056.20              | 93,056.20           |                   |
| B-35898        | Professional Architectural Services for Robert King High Park New Building and Site Improvements Project                              | 20,321.80           |                        |                     |                   |
| B-35898        | Robert King High Park New Building & Site Improvements  | 2,900.00            | 2,900.00               | 2,400.00            | 500.00            |
| B-35898        | Robert King High Park New Building & Site Improvements-Administration Fees (2005)   | 19,000.00           | 19,000.00              | 19,000.00           |                   |
| B-35898        | Robert King High Park New Building & Site Improvements-Professional Construction Engineering Observation services.                    |                     |                        |                     |                   |
| B-35898        | Robert King High Park New Building & Site Improvements (Interest Funded from future year)   |                     |                        |                     |                   |
| B-60481        | Robert King High Park Lighting project (\$159,500)  |                     |                        |                     |                   |
| B-60481        | Robert King High Park Lighting project (\$13,000)   |                     |                        |                     |                   |
| B-5920         | Bay of Pigs Park Playground & Site Furnishing   |                     |                        |                     |                   |
| B-5920         | Furnish & install (1) 4' x 6' corian sign to duplicate existing sign at Bay of Pigs Park  | 5,122.00            | 5,122.00               | 5,122.00            |                   |
| B-5920         | Sports Play Double Seesaw at Bay of Pigs Park   | 12,789.74           | 12,789.74              | 12,789.74           |                   |
|                | <b>Totals:</b>  | <b>2,904,833.14</b> | <b>1,905,755.98</b>    | <b>1,259,145.38</b> | <b>646,610.60</b> |
|                | <b>Balance of Appropriations:</b>   | <b>(\$6,438.14)</b> | <b>\$ 992,439.02</b>   |                     |                   |
| 09/30/06       | Run Date of   |                     |                        |                     |                   |
| 10/26/2006     |   |                     |                        |                     |                   |
| NOT ABOVE      |   |                     |                        |                     |                   |
| B-75921        | Coral Gate Park Playground Equipment  |                     |                        |                     |                   |
| B-30539        | Bay of Pigs Park Site Improvements  |                     |                        |                     |                   |
|                | <b>Total Bond</b>   | <b>Allocation</b>   |                        |                     |                   |

| Comments  | Contractor/Vendor                     | Req./P.O. # |
|---|---------------------------------------|-------------|
| signed req on 8/3/06; pertaining to PSA #K04-00426  | Petro-Hydro                           | P064278     |
| signed req 2-28-05; Ref PSA (contract #K-0400199)   | GameTime, Inc.                        | P041864     |
| <b>NOTE: A JE will be done to move this amount to 333145 for B-30229</b>  | Post Buckley Schuh & Jernigan         | P052852     |
| signed PAF 4-29-05; split funded with \$171,000.00 SNPB in CIP 333108 and \$500,000 Homeland Interest below for a total of \$1,771,000.00       |                                       |             |
| signed req 10-28-04 contract #K-0400199 split funded with \$13,100.00 from CIP 333108 (SNPB) for a total of \$116,530.00                        | Post Buckley Schuh & Jernigan         | P050705     |
| approved req on 12/4/06 split with 17,599.00 from (SNPB) for a total of \$37,920.80   | Post Buckley Schuh & Jernigan         | R2219       |
| <b>TO REPLACE PO 050705</b>   |                                       |             |
| signed req on 7-20-05; contract #K0400339   | Professional Engineering & Inspection | P055232     |
| In accordance with Professional Services Agreement #K04-01079; W. O. Authorization #4 dated 8/28/05 and Res #04-0792                            | Russell Partnership                   | P060623     |
| <b>CHANGE ORDER DONE TO THIS PURCHASE ORDER TO CANCEL - JOB PLACED ON HOLD.</b>   |                                       |             |
| signed PAF 4-29-05; split funded with Homeland Series 1 \$1,100,000.00 above and \$171,000.00 SNPB in CIP 333108; for a total of \$1,771,000.00 |                                       |             |
| <b>CANCELLED</b>  |                                       |             |
| <b>CANCELLED</b>  |                                       |             |
|   | Contract Connection                   | P045815     |
|   | Play-it-Safe-Enterprises              | P052543     |



CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond

| CIP PROJECT: 331419                                      |   | Homeland Defense/Neighborhood Improvement Bond |  |
|--|---|--|--|
| District 5 Neighborhood Park Improvements                |   |  |  |
| Appropriations   |   |  |  |
| Funding Sources:   |   |  |  |
| Homeland Defense/Neighborhood Improvement Bond           |   | 5,254,225.00                                   |  |
| Impact Fees  |   | 265,974.00                                     |  |
| DEP FRDAP Grant for Hadley Park Sports Complex (B-35883) |   |  | State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00) |
| Total:   |   | \$ 5,520,199.00                                | \$ 2,639,490.00  |
| Expenditures   |   | Contract Amount                                | Contract Balance   |
| B/Number   | Vendor/Description  | Payments to Date                               | Req./P.O. #  |
| B-75859  | Lummus Park Recreation Addition and Renovations   | 0.00   |  |
| B-75859  | Lummus Park Recreation Addition and Renovations - Professional Architectural Services   | 53,464.00                                      | 12,137.92  |
| B-75859  | Lummus Park Recreation Addition and Renovations- Administration Fees (2005)   | 10,200.00                                      |  |
| B-75859  | Lummus Park Recreation Addition and Renovations   | 309,229.86                                     | 309,229.86   |
| B-75859  | Lummus Park Recreation Addition and Renovations- Professional services pertaining to the Implementation of a Job Order contracting (JOC) System | 5,149.08                                       |  |
| B-75859  | Lummus Park Recreation Addition and Renovations- Professional Construction Engineering Observation services.                                    | 16,957.06                                      | 16,957.06  |
| B-75967  | Moore Pk Equipment  | 117,767.58                                     |  |
| B-75967  | Homeland Def Sign for Moore Park  | 182.50   |  |
| B-75968  | Moore Pk Track Resurfacing estimate   | (2,049.00)                                     |  |
| B-75968  | Moore Pk Track Resurfacing  | 71,329.00                                      |  |
| B-75968  | Moore Pk Repairs - Track Field Administration Fees (2004)   | 2,049.00                                       |  |
| B-75970  | Moore Park Court Upgrades   |  |  |
| B-75970  | (Cancelled Series 2 for \$94,515 for HD reallocation plan.)   | 50,155.00                                      |  |
| B-75970  | Moore Park Tennis Courts resurfacing-   | 2,485.00                                       |  |
| B-75970  | To provide materials & labor for court upgrades at Moore Park   | 2,485.00                                       |  |
| B-75970  | Additional work to be done for court repairs at Moore Park  | 3,000.00                                       |  |
| B-30074  | Moore Park Shade Structure  | 80,000.00                                      |  |
| B-30131  | Moore Park Bleachers - CANCELLED (37,500.00)  |  |  |
| B-30281  | Athletic Range #1 Mini Park Renovation (Gibson Park/Range Mini Park) SWAPPED OUT \$203,763 TO SERIES 2  | 0.00   |  |

CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond

| Appropriations   |   | Payments to Date |                 | Contract Amount  |                  | Contract Balance |           | Comments |   | Contractor/Vendor         |  | Req./P.O. # |         |
|--|---|------------------|-----------------|------------------|------------------|------------------|-----------|----------|---|---------------------------|--|-------------|---------|
| B/Number   | Vendor/Description  | Allocation       | Contract Amount | Payments to Date | Contract Balance | Series I         | Series II |          |   |                           |  |             |         |
| Funding Sources:   |   |                  |                 |                  |                  |                  |           |          |   |                           |  |             |         |
| Homeland Defense/Neighborhood Improvement Bond           |   |                  |                 | 5,254,225.00     |                  |                  |           |          |   |                           |  |             |         |
| Impact Fees  |   |                  |                 | 265,974.00       |                  |                  |           |          |   |                           |  |             |         |
| DEP FRDAP Grant for Hadley Park Sports Complex (B-35883) |   |                  |                 |                  |                  |                  |           |          | State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00)  |                           |  |             |         |
|  |   |                  |                 | Total: \$        |                  | 5,520,199.00     |           | \$       | 2,639,490.00  |                           |  |             |         |
| B/Number   | Vendor/Description  | Allocation       | Contract Amount | Payments to Date | Contract Balance | Series I         | Series II |          |   |                           |  |             |         |
| B-30291  | Athaliae Range #1 Mini Park Redevelopment (Gibson Park/Range Mini Park)   | 83,433.27        | 83,433.27       | 75,295.80        | 8,137.47         |                  |           |          | signed req 5-23-05 increase to this PO in the amount of \$16,509.77 is under SNPB funds in 333141   | ACAI Associates           |  | P054223     |         |
| B-30291  | Athaliae Range #1 Mini Park Redevelopment (Gibson Park/Range Mini Park)   | (16,509.77)      | (16,509.77)     | (16,509.77)      |                  |                  |           |          | Change order processed against incorrect code -transferred amount to 333141 signed req on 1/22/06, split with \$266,216.06 in CIP 333141 for a total of \$469,979.56 authorized by Res #05=0290 dated 5/12/05. Job Order Contracting (JOC) Vertical | BMA Construction          |  | JE 34641    |         |
| B-30291  | Athaliae Range #1 Mini Park Renovation (Gibson Park/Range Mini Park)  |                  |                 |                  |                  |                  |           |          |   |                           |  |             | P061169 |
| B-30291  | Athaliae Range #1 Mini Park Redevelopment (Gibson Park/Range Mini Park)-Administration Fees (2005)  | 29,313.00        | 29,313.00       | 29,313.00        |                  |                  |           |          | In accordance with Professional Services Agreement #K05-00091, W. O. Authorization #2 dated 9/7/05 and Res #04 0792   | Triangle Associates       |  | P060629     |         |
| B-30291  | Athaliae Range #1 Mini Park Renovation (Gibson Park/Range Mini Park)-Professional Construction Engineering Observation services.                |                  |                 |                  |                  |                  |           |          | CHANGE ORDER TO CANCEL - JOB PLACED ON HOLD.  |                           |  |             |         |
| B-75979  | Athaliae Range court upgrades. ALLOCATION WAS \$45,436. DIFF = \$9,282  | 54,718.00        | 54,718.00       | 54,718.00        |                  |                  |           |          |   | Agile Courts              |  | P041190     |         |
| B-75976  | Athaliae Range Playground equip. & Shade  | 519.58           |                 |                  |                  |                  |           |          |   | Play Space Services, Inc. |  | P053929     |         |
| B-75976  | Athaliae Range Playground equip. & Shade  | 12,000.00        | 12,000.00       | 12,000.00        |                  |                  |           |          | To pay invoice #15279. Ref PO 53929 which was closed in error. As per contract #Marion City 2938  | Play Space Services, Inc. |  | P061044     |         |
| B-75976  | Athaliae Range Playground equip. & Shade  | 637.15           | 637.15          | 637.15           |                  |                  |           |          |   | Play Space Services, Inc. |  | P053801     |         |
| B-75976  | Athaliae Range Playground equip. & Shade- Burke Play Equipment  | 37,212.27        | 37,212.27       | 37,212.27        |                  |                  |           |          |   |                           |  |             |         |
| B-35889  | Athaliae Range Park Swimming Pool Improvements  | (0.23)           |                 |                  |                  |                  |           |          |   |                           |  |             |         |
| B-35889  | Athaliae Range Park Swimming Pool Improvements  | 1,069,564.00     | 1,069,564.00    | 429,790.07       | 639,773.93       |                  |           |          | signed req 11-7-05; split with \$159,984.53 in CIP 311715 for a total of \$1,229,548.53. authorized by Res #05-0290 dated 5/12/05/ Job Order Contracts (JOC) Vertical contract #K-0500328   | BMA Construction          |  | P060684     |         |
| B-35889  | Athaliae Range Park Swimming Pool Improvements - Professional Services pertaining to the implementation of a Job Order Contracting (JOC) system | 18,443.23        | 18,443.23       | 18,443.23        |                  |                  |           |          | signed req 11-7-05; authorized by Res #04-0515 dated 7/29/04 City of Miami Beach Piggyback establishment of a JOC System Contract #49-00001   | The Gordian Group         |  | P060688     |         |
| B-35889A   | Athaliae Range Park Swimming Pool Improvements  | 0.23             |                 |                  |                  |                  |           |          | Signed PAF 2-11-06; signed revised PAF 7-22-05;   |                           |  |             |         |
| B-35889A   | Athaliae Range Park Swimming Pool Improvements-plumbing and pool sub base repairs   | 71,843.43        |                 |                  |                  |                  |           |          | split funded with \$521,829.00 in CIP 311715 and \$164,100 in CIP 331070 SNPB for a total of \$1,890,493  | BMA Construction          |  | R3606       |         |
| B-35889A   | Additional items as per A/E responses to RFI's regarding replacement of fountain, flat roof, A/C unit and water heaters.                        | 27,466.25        |                 |                  |                  |                  |           |          | approved req on 1/3/07; split with \$66,288.58 (award 1087) in CIP 311715 for a total of \$138,132.01   | BMA Construction          |  | R3605       |         |
| B-35889A   | Athaliae Range Park Swimming Pool Improvements-install new 2" copper Type K water Service pipe, valves and fittings                             | 16,586.31        |                 |                  |                  |                  |           |          | approved req on 1/3/07;   | BMA Construction          |  | R3603       |         |

CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond

| District 5 Neighborhood Park Improvements   |   | Homeland Defense/Neighborhood Improvement Bond |                 | Payments to Date |                  | Contract Balance  |                             | Comments  |  | Contractor/Vendor |  | Req.P.O.# |                           |
|---|---|--|-----------------|------------------|------------------|---|-----------------------------|-----------|--|-------------------|--|-----------|---------------------------|
| B/Number  | Vendor/Description  | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor           | Req.P.O.# |  |                   |  |           |                           |
| Appropriations<br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>Impact Fees |   |  |                 |                  |                  |   |                             |           |  |                   |  |           |                           |
| DEP FRDAP Grant for Hadley Park Sports Complex (B-35888)  |   |  |                 |                  |                  |   |                             |           |  |                   |  |           |                           |
| State DEP FRDAP Grant to be appropriated for 9/1/2006 CC Mtg (\$200,000.00)                         |   |  |                 |                  |                  |   |                             |           |  |                   |  |           |                           |
| Total: \$ 5,520,195.00 Series I   |   |  |                 |                  |                  |   |                             |           |  |                   |  |           | \$ 2,639,490.00 Series II |
| B-35889A  | Athliss Range Park Swimming Pool Improvements - Professional Services pertaining to the Implementation of a Job Order contracting (JOC) | 411.99   |                 |                  |                  | approved req on 1/22/07; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Job system contract #49-0001   | The Gordian Group, Inc.     | R4097     |  |                   |  |           |                           |
| B-35889A  | Athliss Range Park Swimming Pool Improvements - Professional Services pertaining to the Implementation of a Job Order contracting (JOC) | 248.79   |                 |                  |                  | approved req on 1/22/07; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Job system contract #49-0001   | The Gordian Group, Inc.     | R3604     |  |                   |  |           |                           |
| B-60457   | Hadley Park Model City Park Trust Offices   | 16,720.00                                      |                 |                  |                  |   | Professional Contractors    | P239214   |  |                   |  |           |                           |
| B-60457   | Model City Trust office at Hadley Park's Dawkins Pool   | 79,300.00                                      | 79,300.00       | 79,300.00        |                  |   | Symbiont Service Corp       | P044264   |  |                   |  |           |                           |
| B-35897   | Furnishing and Installation of Heating/Cooling System units at two city pools at Hadley Park  | 127,620.00                                     | 127,620.00      | 127,620.00       |                  | Per Maria Perez leave as B-35897, delete B-30075 8/26/04  |                             |           |  |                   |  |           |                           |
| B-75958   | Hadley Park Court Upgrades  | 1,600.00                                       |                 |                  |                  |   |                             |           |  |                   |  |           |                           |
| B-75958   | (Cancelled Series 2 for \$24,610 for HD reallocation plan.)   |  |                 |                  |                  |   |                             |           |  |                   |  |           |                           |
| B-75958   | Hadley Park Court upgrades  | 18,500.00                                      | 18,500.00       | 18,500.00        |                  |   | Agile Courts                | P045032   |  |                   |  |           |                           |
| B-75958   | Purchase & install 1,240 LF of 10' High Tennis Court Screen at Hadley Park  | 8,990.00                                       | 8,990.00        | 8,990.00         |                  |   | Island Fence of Florida     | P051678   |  |                   |  |           |                           |
| B-75959   | Hadley Park site furnishings - scoreboard   | 29,572.04                                      | 29,572.04       | 29,572.04        |                  |   | Leadex Corp                 | P235742   |  |                   |  |           |                           |
| B-35886   | Hadley Park Building Renovations  | 18,985.00                                      | 18,985.00       | 18,985.00        |                  |   | Trintec Construction, Inc.  | P042307   |  |                   |  |           |                           |
| B-30077   | Hadley Park Pool Building Bathroom Floors   | 29,600.00                                      | 29,600.00       | 29,600.00        |                  |   | Faber Construction          | P043112   |  |                   |  |           |                           |
| B-30165   | Hadley Park Black Box A/C Structure: (\$170,185 in 2nd Series)  |  |                 |                  |                  | signed PAF 7-21-05  |                             |           |  |                   |  |           |                           |
| B-30165   | Hadley Park Black Box A/C Structure - Professional Mechanical Engineering Services  | 10,830.00                                      | 10,830.00       | 10,830.00        |                  | signed req on 5-19-05; Ref contract #K-0400341  | Gartek Engineering          | P054145   |  |                   |  |           |                           |
| B-30076   | Gibson Park Bldg. Improvements- Hurricane shutters at Overtown Youth Center   | 28,550.00                                      | 28,550.00       | 28,550.00        |                  | Inv Filed#04-00417  | Overtown Youth Center, Inc. | DP94811   |  |                   |  |           |                           |
| B-30305   | Gibson Park Improvements Phase I  | 90,652.13                                      |                 |                  |                  | Total estimated project cost is \$1,189,621; split funded with 331341 \$168,171 - signed PAF 10-20-04 signed revised PAF 8-11-05; split funded with SNPB \$168,171 and with \$302,379.00 for a total of \$1,482,000.00 signed revised PAF 6/5/06; split funded with SNPB \$192,029 in CIP 331341 and with \$302,379.00 in CIP 311715 for a total of \$1,721,743.00 (additional funds of \$200,000.00 to be appropriated 7/13/06 CC mtg) |                             |           |  |                   |  |           |                           |
| B-30305   | Gibson Park Improvements Phase I (additional funds of \$200,000.00 of Impact Fees to be appropriated 7/13/06 CC mtg) NON-HOMELAND       | 73,420.87                                      |                 |                  |                  |   |                             |           |  |                   |  |           |                           |
| B-30305   | Gibson Park Improvements Phase I NON-HOMELAND   | 70,031.80                                      |                 |                  |                  | Signed req 11-23-04 split funded with \$168,171.00 in CIP 331341 and 217,289.18 for a total of \$455,491.96   | F & L Construction, Inc.    | P051184   |  |                   |  |           |                           |
| B-30305   | Gibson Park Improvements Phase I-Revision to Gym Floor-   | 56,547.33                                      | 56,547.33       | 56,547.33        |                  | #04-0516 dated 7/29/04 City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04.  | F & L Construction          | P062534   |  |                   |  |           |                           |
| B-30305   | Gibson Park Improvements Phase I  | 217,289.18                                     | 217,289.18      | 217,289.18       |                  | Signed req 11-23-04 split funded with \$168,171.00 in CIP 331341 and \$70,031.80 of impact fees for a total of \$455,491.98   | F & L Construction, Inc.    | P051184   |  |                   |  |           |                           |



**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

**District 5 Neighborhood Park Improvements**

|  |              |
|--|--------------|
| Appropriations                                 |              |
| Funding Sources:                               |              |
| Homeland Defense/Neighborhood Improvement Bond | 5,254,225.00 |
| Impact Fees                                    | 265,974.00   |

DEP FRDAP Grant for Hadley Park Sports Complex (B-35883)  
 State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00)

|        |                 |          |                 |           |
|--------|-----------------|----------|-----------------|-----------|
| Total: | \$ 5,520,199.00 | Series I | \$ 2,639,490.00 | Series II |
|--------|-----------------|----------|-----------------|-----------|

| Expenditures   | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                | Reg./P.O. # |
|--|------------|-----------------|------------------|------------------|--|----------------------------------|-------------|
| B-30305 Vendor Description: Gibson Park Improvements Phase I - for Architectural Miscellaneous Services  | 35,927.00  |                 |                  |                  | R586   | Rizo Carrero & Partners          | P71191      |
| B-30305 Miscellaneous Services   | 27,747.87  | 27,747.87       | 27,747.87        |                  |  |                                  | JE 26120    |
| B-30305 Gibson Park Improvements Phase I   | 113,391.43 | 113,391.43      | 103,284.24       | 10,107.19        | Balance of P0235499 which was charged to SNPB in 3/31/04; the new PO reopened with Homeland Defense due to deadline on SNPB funds.   | Gurni Mature PA                  | P042271     |
| B-30305 Gibson Park Improvements Phase I - Administration Fees (2003)  | 25,100.00  | 25,100.00       | 25,100.00        |                  |  |                                  | JE 28734    |
| B-30305 Gibson Park Improvements Phase I - Administration Fees (2004)  | 25,100.00  | 25,100.00       | 25,100.00        |                  |  |                                  | P042509     |
| B-30305 Gibson Park Improvements Phase I - Professional environmental engineering services   | 1,380.00   | 1,380.00        | 1,380.00         |                  | to perform three SFWMD open hole percolation tests and develop hydraulic conductivity tests  | ATC Associates                   |             |
| B-30305 For Ahera certified asbestos inspection of the roof of the recreation building, pool bathroom, and concession building at Gibson Park                              | 200.00     | 200.00          | 200.00           |                  |  | ETS Environments                 | P040660     |
| B-30305 For Ahera certified asbestos inspection of the roof of the recreation building, pool bathroom, and concession building at Gibson Park (Additional work required)   | 400.00     | 400.00          | 400.00           |                  |  | ETS Environments                 | P044553     |
| B-30305 Gibson Park Improvements - Title Search and Review   | 2,250.00   | 2,250.00        | 2,250.00         |                  | signed DP 5-13-05  | Weisburd, Eisen & Possenti, P.A. | DP99906     |
| B-30305 Professional Services covering the replating of lands at Gibson Park   | 24,511.06  | 24,511.06       | 24,511.06        |                  | going to CC on 1/8/04; signed req on 9-28-04   | PBS & J                          | P050092     |
| B-30305 Professional Services pertaining to the implementation of a Job Order Contracting (JOC) at Gibson Park Improvements Project  | 18,219.68  | 18,219.68       | 18,219.68        |                  | authorized by Res #04-0515 dated 7/29/04   | The Gordian Group, Inc.          | P051225     |
| B-30305 Advertising  | 679.35     | 679.35          | 679.35           |                  | Inv #06506318-001  | Miami Times                      | AD 07764    |
| B-30305 Advertising  | 117.35     | 117.35          | 117.35           |                  | Inv #0047054305  | Daily Business Review            | AD 07764    |
| B-30305 Advertising  | 436.90     | 436.90          | 436.90           |                  | Inv #219252  | Diario Las Americas              | AD 07764    |
| B-30305 Printing Services  | 50.00      | 50.00           | 50.00            |                  |  | Andre Bryan                      | JE 30235    |
| B-30305 To reimburse for payment of plan review fees to MDWASD   | 110.00     | 110.00          | 110.00           |                  |  |                                  | DP92332     |
| B-30305 Impact Fees related to Gibson Park Improvements  | 911.91     | 911.91          | 911.91           |                  |  | Miami Dade Water & Sewer         | DP99913     |
| B-30305 Gibson Park Improvements Phase I - New Irrigation System (Design)  | 16,828.48  | 16,828.48       | 16,828.48        |                  | signed req on 7-5-05; authorized by Res #04-0516 dated 7/29/04.  | F & L Construction               | P054887     |
| B-30305 Gibson Park Improvements Phase I - Professional services pertaining to the implementation of a job order contracting (JOC) system - New Irrigation System (Design) | 252.43     | 252.43          | 252.43           |                  | City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04.  | The Gordian Group, Inc.          | P054883     |
| B-30305 Gibson Park Improvements Phase I - Professional services pertaining to the implementation of a job order contracting (JOC) system.                                 | 678.31     | 678.31          | 678.31           |                  | signed req on 7-5-05; authorized by Res #04-0515 dated 7/29/04.  | The Gordian Group, Inc.          | P061744     |
| B-30305 Gibson Park Improvements Phase I - Professional services pertaining to the implementation of a job order contracting (JOC) system.                                 | 186.65     | 186.65          | 186.65           |                  | City of Miami Beach Piggyback establishment of a job order contracting (JOC) system contract #49-00/01 authorized by Res #04-0515 dated 7/29/04.                                   | The Gordian Group, Inc.          | P061745     |
| B-30305 Gibson Park Improvements Phase I   | 12,443.47  | 12,443.47       | 12,443.47        |                  | City of Miami Beach Piggyback establishment of a job order contracting (JOC) system contract #49-00/01 authorized by Res #04-0516 dated 7/29/04.                                   | F & L Construction               | P061722     |
| B-30305 Gibson Park Improvements Phase I   | 45,220.63  | 45,220.63       | 45,220.63        |                  | City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04 authorized by Res #04-0516 dated 7/29/04; (City of Miami Beach Piggyback JOC) system contract #49-00/01 | F & L Construction               | P061721     |





**CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations  |  | Payments to Date |                 | Contract Balance |                  | Series I |              | Series II |              | Reg./P.O. #                  |             |  |
|---|--|------------------|-----------------|------------------|------------------|----------|--------------|-----------|--------------|------------------------------|-------------|--|
| B/Number  | Vendor/Description   | Allocation       | Contract Amount | Payments to Date | Contract Balance |          |              |           |              | Contractor/Vendor            | Reg./P.O. # |  |
| Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>Impact Fees<br>5,254,225.00<br>265,974.00                           |  |                  |                 |                  |                  |          |              |           |              |                              |             |  |
| DEP FRDAP Grant for Hadley Park Sports Complex (B-35883)<br>State DEP FRDAP Grant to be appropriated for 9/12/06<br>CC Mtg (\$200,000.00) |  |                  |                 |                  |                  |          |              |           |              |                              |             |  |
| Total:  |  |                  |                 |                  |                  | \$       | 5,520,199.00 |           | 2,639,490.00 |                              |             |  |
| B-35894   | Henry Reeves Park Community Service Building - Professional Construction Engineering Observation Services.     | 8,968.03         | 8,968.03        | 7,487.79         | 1,480.24         |          |              |           |              | Triangle Associates          | P060628     |  |
| B-75943   | Belafonte Tacoloy court upgrades   | 8,092.00         | 8,092.00        | 8,092.00         | -                |          |              |           |              | McCourt Construction, Inc.   | P041374     |  |
| B-75943   | Belafonte Tacoloy court upgrades   | 12,640.00        | 12,640.00       | 12,640.00        | -                |          |              |           |              | McCourt Construction, Inc.   | P044446     |  |
| B-35873   | Belafonte Tacoloy Roof   | 23,880.00        | 23,880.00       | 23,880.00        | -                |          |              |           |              | Envirotech Roofing Inc.      | P045134     |  |
| B-30109   | Belafonte Tacoloy Irrigation   | 1,835.00         | 1,835.00        | 1,835.00         | -                |          |              |           |              | Carmens Landscape Design Inc | P044823     |  |
| B-30206   | Belafonte Tacoloy Irrigation System Repairs - for irrigation system on the north side - CANCELLED (\$7,800.00) |                  |                 |                  |                  |          |              |           |              |                              |             |  |
| B-35908   | Belafonte Tacoloy Site Improvements Footsteps of Freedom   | 134.80           |                 |                  |                  |          |              |           |              |                              |             |  |
| B-35908   | Belafonte Tacoloy Center Park Site Improvements (Footsteps of Freedom)   | 8,963.00         | 8,963.00        | 8,963.00         | -                |          |              |           |              | Kimley-Horn & Associates     | P052027     |  |
| B-35908   | Belafonte Tacoloy Park Site Improvements - Install New Concrete Pavers and Site Lighting                       | 1,038.74         | 1,038.74        | 1,038.74         | -                |          |              |           |              | The Gordian Group, Inc.      | P051446     |  |
| B-35908   | Belafonte Tacoloy Park Site Improvements - Install New Concrete Pavers and Site Lighting                       | 17,768.46        | 17,768.46       | 17,768.46        | -                |          |              |           |              | F. H. Paschen SN Nielsen     | P051448     |  |
| B-35908   | Belafonte Tacoloy Center Park Site Improvements (Footsteps of Freedom)-Administration Fees (2005)              | 4,126.00         | 4,126.00        | 4,126.00         | -                |          |              |           |              |                              |             |  |
| B-75950   | Eaton Park Playground Site Furnishings   |                  |                 |                  |                  |          |              |           |              |                              |             |  |
| B-75950   | Eaton Park playground equip. ALLOCATION WAS \$29,708. DIFF = \$2,278   | 31,985.96        | 31,985.96       | 31,985.96        | -                |          |              |           |              | Contract Connection          | P043576     |  |
| B-75950   | Eaton Park Playground Site Furnishings   | 1,950.63         | 1,950.63        |                  | 1,950.63         |          |              |           |              | Contract Connection          | P061566     |  |
| B-75951   | Remove chain link fence and replace with new steel picket fence at Eaton Park                                  | 20,291.90        | 20,291.90       | 20,291.90        | -                |          |              |           |              | Professional Welding, Inc.   | P042767     |  |
| B-75986   | West Buena Vista Playground equip  | 802.29           |                 |                  |                  |          |              |           |              |                              |             |  |
| B-75986   | West Buena Vista Playground equip  | 23,377.71        | 23,377.71       | 23,377.71        | -                |          |              |           |              | Hunter Kneapsield            | P043883     |  |
| B-35907   | Football / Soccer mini stadium at Range Park \$1,000,000   |                  |                 |                  |                  |          |              |           |              |                              |             |  |
| B-35907   | Advertising  | 222.70           | 222.70          | 222.70           | -                |          |              |           |              | Diano Las Americas           | AD 7771     |  |
| B-35907   | Advertising  | 460.85           | 460.85          | 460.85           | -                |          |              |           |              | Miami Times                  | AD7771      |  |
| B-35907   | Advertising  | 81.90            | 81.90           | 81.90            | -                |          |              |           |              | Daily Business Review        | AD7771      |  |



CIP PROJECT: 331419 Homeland Defense/Neighborhood Improvement Bond

| CIP PROJECT: 331419                                      |                                 | Homeland Defense/Neighborhood Improvement Bond |  |                          |                  |  |                   |             |
|--|---------------------------------|--|--|--------------------------|------------------|--|-------------------|-------------|
| District 5 Neighborhood Park Improvements                |                                 |  |  |                          |                  |  |                   |             |
| Appropriations   |                                 |  |  |                          |                  |  |                   |             |
| Funding Sources:   |                                 |  |  |                          |                  |  |                   |             |
| Homeland Defense/Neighborhood Improvement Bond           |                                 | 5,254,225.00                                   |  |                          |                  |  |                   |             |
| Impact Fees  |                                 | 265,974.00                                     |  |                          |                  |  |                   |             |
| DEP FRDAP Grant for Hadley Park Sports Complex (B-35683) |                                 |  | State DEP FRDAP Grant to be appropriated for 9/12/06 CC Mtg (\$200,000.00) |                          |                  |  |                   |             |
| Total:   |                                 | \$ 5,520,199.00                                | Series I   |                          |                  |  |                   |             |
| Total:   |                                 | \$ 2,639,490.00                                | Series II  |                          |                  |  |                   |             |
| B/Number   | Expenditures Vendor/Description | Allocation Total Bond Allocation               | Contract Amount Allocation to Date   | Payments to Date Balance | Contract Balance | Comments   | Contractor/Vendor | Req./P.O. # |
|  | African Square Park             | 500,000.00                                     | 3,760.00   | 496,240.00               |                  |  |                   |             |
|  | Belafonte - Tacoly              | 294,115.00                                     | 76,476.00  | 215,637.00               |                  |  |                   |             |
|  | Buena Vista Park                | 60,000.00                                      |  | 60,000.00                |                  |  |                   |             |
|  | Crestwood Park                  | 45,000.00                                      |  | 45,000.00                |                  |  |                   |             |
|  | Eaton Park                      | 50,000.00                                      | 54,228.49  | (4,228.49)               |                  |  |                   |             |
|  | Gibson Park                     | 1,055,885.00                                   | 1,112,432.33   | (56,547.33)              |                  | Note: Move \$5685.00 from Belafonte to Gibson Park |                   |             |
|  | Gibson Park/Range Mini Park     | 300,000.00                                     | 96,236.50  | 203,763.50               |                  |  |                   |             |
|  | Hadley Park                     | 1,350,000.00                                   | 341,717.04   | 1,008,282.96             |                  |  |                   |             |
|  | Lemon City Park                 | 60,000.00                                      | 60,565.30  | (565.30)                 |                  | PO 42303 over (3058.84) JE will be done            |                   |             |
|  | Lunimus Park                    | 500,000.00                                     | 395,000.00   | 105,000.00               |                  |  |                   |             |
|  | Miller Dawkins Park             | 45,000.00                                      |  | 45,000.00                |                  |  |                   |             |
|  | Moore Park                      | 1,100,000.00                                   | 324,932.00   | 775,068.00               |                  |  |                   |             |
|  | North Bay Vista Park            | 30,000.00                                      |  | 30,000.00                |                  |  |                   |             |
|  | Oakland Grove Park              | 15,000.00                                      |  | 15,000.00                |                  |  |                   |             |
|  | Pullman Mini Park               | 35,000.00                                      |  | 35,000.00                |                  |  |                   |             |
|  | Rainbow Village Park            | 45,000.00                                      |  | 45,000.00                |                  |  |                   |             |
|  | Range Park                      | 1,350,000.00                                   | 1,310,416.45   | 39,583.55                |                  |  |                   |             |
|  | Reeves Park                     | 300,000.00                                     | 317,715.00   | (17,715.00)              |                  |  |                   |             |
|  | Town Park                       | 45,000.00                                      |  | 45,000.00                |                  |  |                   |             |
|  | West Buena Vista Park           | 30,000.00                                      | 24,180.00  | 5,820.00                 |                  |  |                   |             |
|  | Williams Park                   | 1,350,000.00                                   | 1,222,489.56   | 127,510.44               |                  |  |                   |             |
|  | Total:                          |  | 5,342,150.67   |                          |                  |  |                   |             |
|  | Plus Interest Allocation:       |  | 209,429.67   |                          |                  |  |                   |             |
|  | Plus Non-Homeland               |  |  |                          |                  |  |                   |             |
|  | Total Allocation to Date:       |  | 5,551,577.34   |                          |                  |  |                   |             |



**CIP PROJECT: 326015 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations                                 |  | Contract Amount  |                 | Payments to Date    |                  | Contract Balance               |             | Comments  |   | Contractor/Vendor |  | Req./P.O. # |         |
|--|--|------------------|-----------------|---------------------|------------------|--------------------------------|-------------|---|---|-------------------|--|-------------|---------|
| B/Number                                       | Vendor/Description   | Allocation       | Contract Amount | Payments to Date    | Contract Balance | Contractor/Vendor              | Req./P.O. # |   |   |                   |  |             |         |
| <b>Citywide Waterfront Improvements</b>        |  |                  |                 |                     |                  |                                |             |   |   |                   |  |             |         |
| <b>Funding Sources:</b>                        |  |                  |                 |                     |                  |                                |             |   |   |                   |  |             |         |
| Homeland Defense/Neighborhood Improvement Bond |  |                  |                 | 1,456,841.00        |                  |                                |             |   |   |                   |  |             |         |
| Florida Inland Navigation District Grant       |  |                  |                 | 424,745.00          |                  |                                |             |   |   |                   |  |             |         |
|  |  | <b>Total: \$</b> |                 | <b>1,881,586.00</b> |                  |                                |             |   |   |                   |  |             |         |
| <b>Expenditures</b>                            |  |                  |                 |                     |                  |                                |             |   |   |                   |  |             |         |
| B-30179  | Downtown Baywalk Master Plan & Des. swapped \$450,000 to 2nd series                                      |                  |                 |                     |                  |                                |             |   | Signed PAF 6-13-05 & signed a revised PAF 7-22-05 |                   |  |             |         |
| B-30182  | Coconut Grove Waterfront Master Plan - swapped \$86,907 to 2nd series                                    | 250,000.00       | 250,000.00      |                     | 250,000.00       | Sasaki Associates              | P061330     | to correct shortage in allocation- moved 43,398 from B-60466 and 43,509 from B-30247  |   |                   |  |             |         |
| B-30225  | Marine Stadium Mamma New Fuel Tank & Dispenser Advertising   | 10,433.60        | 598.00          | 598.00              |                  | Miami Times                    | AD 7792     | signed PAF 1-28-05  |   |                   |  |             |         |
| B-30225  | Advertising  | 598.00           | 394.40          | 394.40              |                  | Diario Las Americas            | AD 7792     | Inv #01518205-001   |   |                   |  |             |         |
| B-30225  | Advertising  | 117.00           | 117.00          | 117.00              |                  | Daily Business Review          | AD 7792     | Inv #222498   |   |                   |  |             |         |
| B-30225  | Printing Services  | 271.00           | 271.00          | 271.00              |                  |                                |             | Inv #0053412704   |   |                   |  |             |         |
| B-30225  | Marine Stadium Mamma New Fuel Tank & Dispenser-Administration Fees (2006)                                | 1,200.00         | 1,200.00        | 1,200.00            |                  |                                | JE 33371    | signed agenda item summary form 8/23/06 approved req on 1/30/07   |   |                   |  |             |         |
| B-30225  | Marine Stadium Mamma New Fuel Tank & Dispenser   | 51,986.00        |                 |                     |                  | Front Line Environment         | R4459       | 3/28/06- per phone conversation Sheiza/Newhoff - a change order requesting the account to be charged to Hurricane Wilma will be done (\$1,129,466.40) |   |                   |  |             |         |
| B-30150  | Dinner Key Mamma Gratings  |                  |                 |                     |                  |                                |             |   |   |                   |  |             |         |
| B-30247  | Dinner Key Dredging Project (\$295,409 to be added in Series 2) swapped \$60,000 to 2nd series           | 164.00           |                 |                     |                  |                                |             | signed PAF 7-22-05  |   |                   |  |             | P061520 |
| B-30247  | Dinner Key Mamma Dredging -FWC Grant (\$250,000.00)  |                  |                 |                     |                  |                                |             | signed agenda item summary form 9-7-05 for CC mtg 9/22/05   |   |                   |  |             |         |
| B-30247  | Dinner Key Dredging Project  | 20,760.00        | 20,768.75       | 20,768.75           |                  | Coastal Systems, Intl          | P053818     | signed PAF 4-8-05   |   |                   |  |             |         |
| B-30247  | Dinner Key Dredging Project  | 87,634.00        | 87,634.00       | 51,119.22           | 36,514.78        | Coastal Systems, Intl          | P060596     | signed req 4-29-05; refer to contract #K-0400432  |   |                   |  |             |         |
| B-30247  | Dinner Key Dredging Project-Administration Fees (2006)   | 6,033.00         | 6,033.00        | 6,033.00            |                  |                                | JE 33371    | signed PAF - This purchase order represents an increase to PO 053818  |   |                   |  |             |         |
| B-30286  | Lummus Landing for additional post-design work by Milian Swann & Assoc. and additional construction work |                  |                 |                     |                  |                                |             |   |   |                   |  |             |         |
| B-30310  | Bicentennial Park Ph. III preliminary design in order to be able to apply for FIND Grant                 | 48,429.00        | 48,269.00       | 48,269.00           |                  | Edwards & Kelcey, Inc.         | P050907     | signed PAF 8-10-05; split funded with \$294,675 in CIP 331418 and future \$1,772,100 in series 2 for a total of \$2,115,204.00                        |   |                   |  |             |         |
| B-30325  | Miamama Commercial Dock Rehabilitation (405,678 will be allocated in Series 2)                           | 401,027.00       |                 |                     |                  |                                |             | signed PAF 7-7-05   |   |                   |  |             |         |
| B-30325  | Miamama Emergency Pier Repairs - Structural Assessment of the conditions along the commercial piers.     | 76,825.00        | 76,825.00       | 58,646.58           | 18,178.42        | Coastal Systems, International | P055866     | signed req on 8-4-05; (contract #K-0400425)   |   |                   |  |             |         |
| B-30325  | Miamama Emergency Pier Repairs-Administration Fees (2006)  | 10,500.00        | 10,500.00       | 10,500.00           |                  |                                | JE 33371    |   |   |                   |  |             |         |
| B-30325  | Miamama Emergency Pier Repairs-Administration Fees (2006)  | 3,500.00         | 3,500.00        | 3,500.00            |                  |                                |             |   |   |                   |  |             |         |
| B-33511  | Dinner Key Anchorage Project (465,000.00 will be allocated in Series 2)                                  | 457,277.00       |                 |                     |                  |                                |             | City's portion for FIND Grant   |   |                   |  |             |         |
| B-33511  | Dinner Key Anchorage Project Phase II - \$465,250.00 for Series II                                       |                  |                 |                     |                  |                                |             | signed Agenda item 2-14-06 dated 2-10-06 for CC Mtg 3-9-06  |   |                   |  |             | P234735 |
| B-33511  | Engineering services for 325 meetings in the Dinner Key Anchorage  | 49,125.00        | 49,124.50       | 49,124.50           |                  | Challenger Enterprises         | P044008     |   |   |                   |  |             |         |
| B-33511  | Water testing for the Dinner Key Mooring Field permit  | 4,890.00         | 4,890.00        | 4,890.00            |                  | Envirodyne, Inc.               |             |   |   |                   |  |             |         |



**CIP PROJECT: 326015 Homeland Defense/Neighborhood Improvement Bond**

**Citywide Waterfront Improvements**

| Appropriations                                 |  | Expenditures        |                   | Contract Amount   |                   | Payments to Date |  | Contract Balance |  | Comments |  | Contractor/Vendor                      |                      | Req./P.O. # |  |  |
|--|--|---------------------|-------------------|-------------------|-------------------|------------------|--|------------------|--|----------|--|--|----------------------|-------------|--|--|
| B/Number                                       | Vendor/Description   | Allocation          | Contract Amount   | Payments to Date  | Contract Balance  |                  |  |                  |  |          |  |  |                      |             |  |  |
| Funding Sources:                               |  |                     |                   |                   |                   |                  |  |                  |  |          |  |  |                      |             |  |  |
| Homeland Defense/Neighborhood Improvement Bond |  |                     |                   |                   |                   |                  |  |                  |  |          |  |  |                      |             |  |  |
| Florida Inland Navigation District Grant       |  |                     |                   |                   |                   |                  |  |                  |  |          |  |  |                      |             |  |  |
| 1,456,841.00                                   |  |                     |                   |                   |                   |                  |  |                  |  |          |  |  |                      |             |  |  |
| 424,745.00                                     |  |                     |                   |                   |                   |                  |  |                  |  |          |  |  |                      |             |  |  |
| <b>Total: \$ 1,881,586.00</b>                  |  |                     |                   |                   |                   |                  |  |                  |  |          |  |  |                      |             |  |  |
| B-33511  | Surface waste testing services for Dinner Key Marina Anchorage Project   | 980.00              | 888.00            | 885.00            | -                 |                  |  |                  |  |          | Discount of \$92.00 taken on Inv #54055123   | STL Miami                              | P040345              |             |  |  |
| B-33511  | Application Fee 2003-04  | 6,500.00            | 6,500.00          | 6,500.00          | -                 |                  |  |                  |  |          |  | Department of Environmental Protection | DP90592              |             |  |  |
| B-33511  | Ownership List/Mailing Labels-Dinner Key Marina for mooring and anchorage project.                                   | 788.00              | 788.00            | 788.00            | -                 |                  |  |                  |  |          |  | Florida Real Estate Decisions          | DP90596              |             |  |  |
| B-33511  | Photo Reproductions of Dinner Key Marina   | 175.00              | 175.00            | 175.00            | -                 |                  |  |                  |  |          |  | Farroy Aerial Projects                 | P042975              |             |  |  |
| B-33511  | Removal & Disposal of six derelict vessels-Dinner Key Marina for mooring and anchorage project                       | 13,250.00           | 13,250.00         | 13,250.00         | -                 |                  |  |                  |  |          |  | Blue Water Marine Services             | P043139              |             |  |  |
| B-33511  | Removal & Disposal of six derelict vessel from Spoil Island off Dinner Key Marina for mooring and anchorage project. | 596.00              | 596.00            | 596.00            | -                 |                  |  |                  |  |          |  | Sea Tow Miami                          | P048049              |             |  |  |
| B-33513  | Miamarina Improvements   | -                   | -                 | -                 | -                 |                  |  |                  |  |          | signed PAF on 2-15-05<br>signed PAF on 4-8-05;<br>signed req 4-29-05; refer to contract #K-0400311   | QRE Associates                         | P053934              |             |  |  |
| B-33513  | MiaMarina Pier 5, Electrical System Assessment   | 10,437.00           | 10,437.00         | 8,830.00          | 1,607.00          |                  |  |                  |  |          |  | QRE Associates                         | P053934              |             |  |  |
| B-33513  | Miamarina Improvements   | 14,296.00           | 14,296.00         | 12,996.00         | 1,300.00          |                  |  |                  |  |          | Signed req on 2-17-05<br>Signed PAF on 11-10-04; signed revised PAF 7-21-05  | Bensen Electric                        | P053190              |             |  |  |
| B-33514  | Marine Stadium Marina New Boat Rack  | 203,185.00          | -                 | -                 | -                 |                  |  |                  |  |          |  | Ardaman & Associates                   | P052038              |             |  |  |
| B-33514  | Marine Stadium Marina New Boat Rack  | 1,630.00            | 1,630.00          | 1,630.00          | -                 |                  |  |                  |  |          | Signed Req on 1/11/05  | Ardaman & Associates                   | P052038              |             |  |  |
| B-33514  | Marine Stadium Marina New Boat Rack- Administration Fees (2005)  | 3,960.00            | 3,960.00          | 3,960.00          | -                 |                  |  |                  |  |          |  |  | JE 31922             |             |  |  |
| B-35855  | Miami Watersports Complex Hangar Improvements  | -                   | -                 | -                 | -                 |                  |  |                  |  |          | signed PAF 5-12-05 & signed revised PAF 7-22-05; split funded with \$482,785.00 in CIP 333124 for a total of \$532,785.00 signed revised PAF 8-28-05; split funded with \$482,785.00 in CIP 333124 for a total of \$532,785.00 |  |                      |             |  |  |
| B-35855  | Miami Watersports Complex Hangar Improvements  | 46,367.45           | 46,367.45         | 46,367.45         | -                 |                  |  |                  |  |          | Ref contract #K-0400210  | Perez & Perez Architects Planners      | P051958              |             |  |  |
| B-35855  | Miami Watersports Complex Hangar Improvements-Administration Fees (2005)   | 632.55              | -                 | -                 | -                 |                  |  |                  |  |          | approved req on 12/4/07; to replace balance of PO 051958   | Perez & Perez Architects Planners      | R3287                |             |  |  |
| B-60462  | Miamarina Dockmaster Office A/C  | 1,718.10            | 3,000.00          | 3,000.00          | -                 |                  |  |                  |  |          |  |  |                      |             |  |  |
| B-60462  | Miamarina Dockmaster Office A/C  | 14,365.00           | 14,365.00         | 14,365.00         | -                 |                  |  |                  |  |          |  | Master Mechanical Services             | P235429              |             |  |  |
| B-60462  | Miamarina Dockmaster Office A/C  | 300.00              | 300.00            | 300.00            | -                 |                  |  |                  |  |          |  | MH Engineering Inc                     | P233314              |             |  |  |
| B-60462  | Advertising  | 259.40              | 259.40            | 259.40            | -                 |                  |  |                  |  |          | Inv #06502001-001  | Miami Times                            | AD 11445             |             |  |  |
| B-60462  | Advertising  | 76.45               | 76.45             | 76.45             | -                 |                  |  |                  |  |          | Inv #38065305  | Daily Business Review                  | AD 11445             |             |  |  |
| B-60462  | Advertising  | 73.55               | 73.55             | 73.55             | -                 |                  |  |                  |  |          | Inv #38372006  | Daily Business Review                  | AD 11447             |             |  |  |
| B-60462  | Advertising  | 212.50              | 212.50            | 212.50            | -                 |                  |  |                  |  |          | Inv #215683  | Dialo Las Americas                     | AD 11447             |             |  |  |
| B-60463  | Marine Stadium Marina Bldg repairs swapped \$51,063 to 2nd series  | 1,787.30            | -                 | -                 | -                 |                  |  |                  |  |          | signed PAF on 7-10-03  |  |                      |             |  |  |
| B-60463  | Advertising  | 229.70              | 229.70            | 229.70            | -                 |                  |  |                  |  |          | Inv #06502138-001<br>split with CIP 326014   | Miami Times                            | AD 11447             |             |  |  |
| B-60465  | Dinner Key fuel dock   | -                   | -                 | -                 | -                 |                  |  |                  |  |          | signed agenda item summary form 8-15-05 for cc mtg 9-8-05 in the amount of \$1,041,000.00  |  |                      |             |  |  |
| B-60465  | Advertising  | 374.00              | 374.00            | 374.00            | -                 |                  |  |                  |  |          | Inv #221913  | Dialo Las Americas                     | AD 7777              |             |  |  |
| B-60465  | Advertising  | 646.00              | 646.00            | 646.00            | -                 |                  |  |                  |  |          | Inv #01517626-001  | Miami Times                            | AD 7777              |             |  |  |
| B-60465  | Advertising  | 102.75              | 102.75            | 102.75            | -                 |                  |  |                  |  |          | Inv #0052315604  | Daily Business Review                  | AD 7777              |             |  |  |
| B-60465  | Printing Services  | 295.00              | 295.00            | 295.00            | -                 |                  |  |                  |  |          |  |  |                      |             |  |  |
| B-60465  | Printing Services  | 97.00               | 97.00             | 97.00             | -                 |                  |  |                  |  |          |  |  |                      |             |  |  |
| B-60465  | Dinner Key fuel dock-Administration Fees (2005)  | 29,250.00           | 29,250.00         | 29,250.00         | -                 |                  |  |                  |  |          | signed req on 5-2-06; authorized by Res #05-0533 dated 9/8/05  | Shoreline Foundation                   | JE 30295<br>JE 31922 |             |  |  |
| B-60465  | Dinner Key fuel dock   | 44,878.00           | 44,878.00         | 44,878.00         | -                 |                  |  |                  |  |          |  |  |                      |             |  |  |
| <b>Totals:</b>                                 |  | <b>1,881,585.75</b> | <b>753,121.45</b> | <b>445,521.25</b> | <b>307,600.20</b> |                  |  |                  |  |          |  |  |                      |             |  |  |

| CIP PROJECT: 326015              |  | Homeland Defense/Neighborhood Improvement Bond |                        |                         |                         |                          |
|----------------------------------|--|--|------------------------|-------------------------|-------------------------|--------------------------|
| Citywide Waterfront Improvements |  |  |                        |                         |                         |                          |
| <b>Appropriations</b>            |  |  |                        |                         |                         |                          |
| <b>Funding Sources</b>           |  |  |                        |                         |                         |                          |
|                                  | Homeland Defense/Neighborhood Improvement Bond |  | 1,458,841.00           |                         |                         |                          |
|                                  | Florida Inland Navigation District Grant       |  | 424,745.00             |                         |                         |                          |
|                                  | <b>Total:</b>                                  | <b>\$</b>                                      | <b>1,881,586.00</b>    |                         |                         |                          |
| <b>Expenditures</b>              |  |  |                        |                         |                         |                          |
| <b>B/Number</b>                  | <b>Vendor/Description</b>                      | <b>Allocation</b>                              | <b>Contract Amount</b> | <b>Payments to Date</b> | <b>Contract Balance</b> | <b>Comments</b>          |
| 09/30/06                         | Balance of Appropriations:                     | \$0.25   | \$ 1,128,464.55        |                         |                         |                          |
|                                  |  |  |                        |                         |                         | <b>Contractor/Vendor</b> |
|                                  |  |  |                        |                         |                         | <b>Req./P.O. #</b>       |

**CIP PROJECT: 324002 Homeland Defense/Neighborhood Improvement Bond**

**Orange Bowl Stadium Ramps & Improvements**

| Appropriations  | Contract Amount      | Payments to Date | Contract Balance | Comments | Contractor/Vendor | Reg. IPO # |
|---|----------------------|------------------|------------------|----------|-------------------|------------|
| Funding Sources:  |                      |                  |                  |          |                   |            |
| Contribution from special revenue fund                        | 492,600.00           |                  |                  |          |                   |            |
| Contribution from general fund                                | 2,060,000.00         |                  |                  |          |                   |            |
| Contribution from 2006 general fund in Feb 23, 2006 amendment | 700,000.00           |                  |                  |          |                   |            |
| Capital project revolving account                             | 75,400.00            |                  |                  |          |                   |            |
| Public Facilities fund balance                                | 114,386.00           |                  |                  |          |                   |            |
| Orange Bowl HVAC Replacement                                  | 322,660.00           |                  |                  |          |                   |            |
| Miami CDT   | 3,066,667.00         |                  |                  |          |                   |            |
| Homeland Defense/Neighborhood Improvement Bond Interest       | 500,000.00           |                  |                  |          |                   |            |
| Homeland Defense/Neighborhood Improvement Bond                | 15,200,904.00        |                  |                  |          |                   |            |
| <b>Total: \$</b>  | <b>22,532,617.00</b> |                  |                  |          |                   |            |

| B/Number | Vendor/Description  | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor                 | Reg. IPO # |
|----------|---|--------------|-----------------|------------------|------------------|---|-----------------------------------|------------|
| B-60373  | Structural repairs  | 67,050.00    | 67,050.00       | 67,050.00        | -                | Balance of PO229060. Prior payments made in FY02.   | Professional General Contractors  | P229060    |
| B-30297  | Orange Bowl Stadium 2003 Structural Repairs   | 275.00       | 275.00          | 275.00           | -                | Inv #133989 dated 8/4/03  | Coatings Consultants, Inc.        | P235408    |
| B-30297  | Copying services related to the Orange Bowl Lawsuit   | 1,504.06     | 1,504.06        | 1,504.06         | -                | Inv #36577404   | Reprografia                       | P043334    |
| B-33516  | Advertising- Misc   | 60.40        | 60.40           | 60.40            | -                | Inv #214795   | Daily Business                    | AD 11250   |
| B-33516  | Advertising- Misc   | 164.90       | 164.90          | 164.90           | -                | Inv #06501455   | Diano Lds Americas                | AD 11250   |
| B-33516  | Advertising- Misc   | 219.80       | 219.80          | 219.80           | -                | Increases to this PO already accurately charged to River Warehouse CIP 311709   | Miami Times                       | AD 11250   |
| B-60439  | Professional Engineering Svcs for River Drive Warehouse Improvements Increase   | 86,150.00    |                 |                  |                  | PO is a change order increase to PO 229101  | Professional General Contractors  | P239010    |
| B-60439  | Professional Engineering Svcs for River Drive Warehouse Improvements - demolition   | 24,600.00    |                 |                  |                  |   | Professional General Contractors  | P229440    |
| B-30153B | Orange Bowl Redevelopment- A/E Services & Construction (\$40,102,667 to be added in 2006-2007)  | 464,364.20   |                 |                  |                  |   |                                   |            |
| B-30153B | Orange Bowl Redevelopment- A/E Services & Construction Architectural and Engineering services (Miami CDT monthly payments)  | 1,850,000.00 |                 |                  |                  | approved req on 1/3/07  | HNTB Architecture                 | R3572      |
| B-30153B | Advertising   | 965.00       |                 |                  |                  | Inv #02520338-001   | Miami Times                       | Ad 13819   |
| B-30153B | Advertising   | 147.80       |                 |                  |                  | Inv #075202707  | Miami Business Review             | Ad 13819   |
| B-30153B | Advertising   | 1,190.00     |                 |                  |                  | Inv #227201   | Diano de las Americas             | Ad 13819   |
| B-30153C | Orange Bowl Redevelopment- Hammes Settlement (\$750,000 to be added in 2006-2007)   | 750,000.00   |                 |                  |                  | signed DP- 12/6/06  | Hammes Company Sports Development | DP99988    |
| B-30269  | Structural Engineering Svcs for implementation of structural repairs  | 4,294.87     | 4,294.87        | 4,294.87         | -                | Balance of PO 905234 never transferred to new PO signed PAF 2-14-06;  | Bliss & Nyitray                   | -          |
| B-30383  | Orange Bowl Stadium Lighting Tower No. 1  | 0.34         |                 |                  |                  | signed revised PAF 4/11/06  |                                   |            |
| B-30383  | Orange Bowl Stadium Lighting Tower No. 1- Replace light tower #1 including light fixtures & repair/replace existing structural elements below the section which were damaged by Hurricane Wilma.  | 187,820.68   | 187,820.68      | 187,820.68       | -                | signed req on 4/3/06; authorized by Res #05-0290 dated 5/12/05. Job Order Contracting Vertical  | GEC Associates                    | P062546    |
| B-30383  | Orange Bowl Stadium Lighting Tower No. 1-Professional Services pertaining to the implementation of a job order contracting system.  | 2,817.31     | 2,817.31        | 2,817.31         | -                | signed req on 4/3/06; authorized by Res #04-0515 dated 7/29/04.   | Gordian Group                     | P062559    |
| B-30383  | Orange Bowl Stadium Lighting Tower No. 1 - remove damaged/rusted existing pull box and conduit at light tower 1 and replace with new pull box to be Nema 9 rated.   | 2,281.81     | 2,281.81        | 2,281.81         | -                | City of Miami Beach Piggyback Establishment of a job order contracting (JOC) system contract #49-00/01. signed req on 6/28/06; authorized by Res #05-0290 dated 5/12/05. Job Order Contracting Vertical | GEC Associates                    | P063657    |
| B-30383  | Orange Bowl Stadium Lighting Tower No. 1 - Professional Services pertaining to the implementation of a job order contracting (JOC) system.  | 34.23        | 34.23           | 34.23            | -                | signed req on 6/28/06; authorized by Res #04-0515 dated 7/29/04.  | Gordian Group                     | P063666    |
| B-30383  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional Services pertaining to the implementation of a job order contracting system.-Electrical Work for the installation of the Stadium Lighting Fixtures, new wiring and replacement of all the necessary conduits. | 50,957.27    | 50,957.27       | 50,957.27        | -                | signed req on 6/8/06; authorized by Res #05-0290 dated 5/12/05. Job Order Contracting Vertical Construction   | GEC Associates                    | P063308    |

**Homeland Defense/Neighborhood Improvement Bond**

**CIP PROJECT: 324002  
Orange Bowl Stadium Ramps & Improvements**

| Appropriations  |  |           |  |                      |  |  |  |  |  |
|---|--|-----------|--|----------------------|--|--|--|--|--|
| Funding Sources:  |  |           |  |                      |  |  |  |  |  |
| Contribution from special revenue fund                        |  |           |  |                      |  |  |  |  |  |
| Contribution from general fund                                |  |           |  |                      |  |  |  |  |  |
| Contribution from 2006 general fund in Feb 23, 2006 amendment |  |           |  |                      |  |  |  |  |  |
| Capital project revolving account                             |  |           |  |                      |  |  |  |  |  |
| Public Facilities fund balance                                |  |           |  |                      |  |  |  |  |  |
| Orange Bowl HVAC Replacement                                  |  |           |  |                      |  |  |  |  |  |
| Miami CDT   |  |           |  |                      |  |  |  |  |  |
| Homeland Defense/Neighborhood Improvement Bond Interest       |  |           |  |                      |  |  |  |  |  |
| Homeland Defense/Neighborhood Improvement Bond                |  |           |  |                      |  |  |  |  |  |
| <b>Total:</b>   |  | <b>\$</b> |  | <b>22,532,617.00</b> |  |  |  |  |  |

| B/Number | Vendor/Description   | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor | Req./PO # |
|----------|--|------------|-----------------|------------------|------------------|--|-------------------|-----------|
| B-30383  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional Services pertaining to the implementation of a job order contracting system.   | 764.36     | 764.36          |                  | 764.36           | signed req on 4/11/06; authorized by Res #04-0515 dated 7/29/04. | Gordian Group     | P063311   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; split funded with a portion of the \$700K GF and HD series 1 below<br><b>NON HOMELAND</b>   | 137,617.46 |                 |                  | -                | signed PAF 2-14-06; signed revised PAF 4/11/06                   |                   |           |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional Services pertaining to the implementation of a job order contracting system. - install approx. 1500 LF of Temporary Fence<br><b>NON HOMELAND</b>   | 150,699.15 | 150,699.15      | 150,699.15       | -                | signed req on 6/8/06; authorized by Res #05-0290 dated 5/12/05.  | GEC Associates    | P063307   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional Services pertaining to the implementation of a job order contracting system.<br><b>NON HOMELAND</b>  | 2,260.49   | 2,260.49        |                  | 2,260.49         | signed req on 4/11/06; authorized by Res #04-0515 dated 7/29/04. | Gordian Group     | P063310   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional Services pertaining to the implementation of a job order contracting system.<br><b>NON HOMELAND</b>  | 14,908.51  | 14,908.51       | 14,908.51        | -                | signed req on 4/11/06; authorized by Res #04-0515 dated 7/29/04. | Gordian Group     | P062699   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; repair/replacement of light towers and luminaires at the orange bowl stadium. Light fixtures will be provided with a complete 25 year warranty to include bulb replacement and service<br><b>NON HOMELAND</b> | 252,286.09 | 252,286.09      | 252,286.09       | -                | signed req on 4/11/06; authorized by Res #04-0515 dated 7/29/04. | GEC Associates    | P062694   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; - repair structural steel and concrete bases<br><b>NON HOMELAND</b>   | 37,845.76  | 37,845.76       | 37,845.76        | -                | signed req on 6/8/06; authorized by Res #05-0290 dated 5/12/05.  | GEC Associates    | P063387   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; - remove all damaged pull boxes and conduits and replace them with new pull boxes and conduits for light towers - 2 thru 8; pull boxes to be Nema 9 rated.<br><b>NON HOMELAND</b>                             | 12,888.36  | 12,888.36       | 12,888.36        | -                | signed req on 6/28/06; authorized by Res #05-0290 dated 5/12/05. | GEC Associates    | P063658   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional Services pertaining to the implementation of a job order contracting (JOC) system.<br><b>NON HOMELAND</b>  | 193.33     | 193.33          | 193.33           | -                | signed req on 6/28/06; authorized by Res #04-0515 dated 7/29/04. | Gordian Group     | P063668   |
| B-30516  | Orange Bowl HVAC Replacement   | 24,952.72  |                 |                  | -                | signed PAF 7/11/06   |                   |           |



**CIP PROJECT: 324002 Homeland Defense/Neighborhood Improvement Bond**

**Orange Bowl Stadium Ramps & Improvements**

| Appropriations  | Amount                  |
|---|-------------------------|
| Funding Sources:  |                         |
| Contribution from special revenue fund                        | 467,600.00              |
| Contribution from general fund                                | 2,660,000.00            |
| Contribution from 2006 general fund in Feb 23, 2006 amendment | 700,000.00              |
| Capital project revolving account                             | 75,400.00               |
| Public Facilities fund balance                                | 114,386.00              |
| Orange Bowl HVAC Replacement                                  | 322,660.00              |
| Miami CDT   | 3,066,667.00            |
| Homeland Defense/Neighborhood Improvement Bond Interest       | 500,000.00              |
| Homeland Defense/Neighborhood Improvement Bond                | 15,200,904.00           |
| <b>Total:</b>   | <b>\$ 22,532,617.00</b> |

| B/Number | Expenditures Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                    | Reg. PO # |
|----------|---|--------------|-----------------|------------------|------------------|--|--------------------------------------|-----------|
| B-30269  | Structural Engineering services for implementation of remedial structural repairs to the Orange Bowl Stadium                        | 20,555.00    | 20,555.00       | 20,555.00        | -                | PO closed -transferred balance to P0231160   | Bliss & Nyitray                      | P229145   |
| B-30269  | Structural Engineering Svcs for implementation of structural repairs  | 29,445.00    | 29,445.00       | 29,445.00        | -                | PO 231160 is balance of PO 229145 closed   | Bliss & Nyitray                      | P231160   |
| B-30297  | Orange Bowl Stadium 2003 Structural Repairs   | 676.00       |                 |                  |                  | Emergency finding memo signed 3-18-03 / Req. signed on 9/30/03.  |                                      |           |
| B-30297  | Orange Bowl Stadium 2003 Structural Repairs - plus increase of 400,000.00- plus increase of 3,717,005.00                            | 6,550,360.00 | 6,550,360.00    | 6,550,360.00     | 0.00             | A \$500K increase in contract to address structural deficiencies in 15 supports at the North side of stadium and 4 ramps that lead from ground toward concession concourse is included. Item for 325/04 CC mtg to be presented by CCPF signed change order 2/10/06 to decrease (close) PO in the amount of \$18,933.02 as job is completed. Funds to be transferred to B-30367 | Professional General Contractors     | P048001   |
| B-30297  | Orange Bowl Stadium 2003 Structural Repairs - Administration Fees (2003)  | 49,000.00    | 49,000.00       | 49,000.00        | -                | Admin Fees   | Admin Fees                           |           |
| B-30297  | Professional Structural Engineering Services for the Orange Bowl Stadium Structural Remediation 2004-2006                           | 250,000.00   | 250,000.00      | 249,753.40       | 246.60           | signed req on 6-1-04   | Bliss & Nyitray                      | P044063   |
| B-30297  | Professional Structural Engineering Services for the conditional assessment of Orange Bowl  | 77,000.00    | 77,000.00       | 61,872.00        | 15,128.00        | signed req on 10-9-04  | Bliss & Nyitray                      | P050197   |
| B-30297  | Orange Bowl Stadium 2003 Structural Repairs - Administration Fees (2004)  | 49,000.00    | 49,000.00       | 49,000.00        | -                |  |                                      | JE 28734  |
| B-30297  | Orange Bowl Stadium 2003 Structural Repairs - Administration Fees (2005)  | 305,000.00   | 305,000.00      | 305,000.00       | -                |  |                                      | JE 31922  |
| B-33516  | Orange Bowl Replacement of Field & Maintenance Equipment  | 0.64         |                 |                  |                  | approved by BOB on 5/25/04   |                                      |           |
| B-33516  | Orange Bowl Replacement of Field & Maintenance Equipment  | 74,501.20    | 74,251.20       | 74,251.20        | -                | signed Award Recommendation & Approval Form on 1-21-05   | Haveland Blackrock Corp              | P053284   |
| B-33516  | Orange Bowl Maintenance Equipment   | 34,082.16    | 34,082.16       | 34,082.16        | -                | approved award of bid on 6/18/04   | The Toro Company (Wesco Turf Supply) | P045251   |
| B-30367  | Orange Bowl Stadium Press Box Roof Repair   | 807.44       |                 |                  |                  |  |                                      |           |
| B-30367  | Orange Bowl Stadium Press Box Roof Repair-Provide necessary repairs to the press box in order to prevent leaks.                     | 13,982.82    | 13,982.82       | 13,982.82        | -                | signed req on 3/29/06; authorized by Res #05-0290 dated 5/12/05. Job Order Contracting Vertical  | AML Construction                     | P062614   |
| B-30367  | Orange Bowl Stadium Press Box Roof Repair-Professional Services pertaining to the implementation of a job order contracting system. | 209.74       | 209.74          | 209.74           | -                | signed req on 3/29/06; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback Establishment of a job order contracting (JOC) system contract #49-00/01.   | Gordian Group                        | P062612   |

**CIP PROJECT: 324002 Homeland Defense/Neighborhood Improvement Bond**

**Orange Bowl Stadium Ramps & Improvements**

|   |                         |
|---|-------------------------|
| <b>Appropriations</b>   |                         |
| <b>Funding Sources:</b>                                       |                         |
| Contribution from special revenue fund                        | 482,600.00              |
| Contribution from general fund                                | 2,060,000.00            |
| Contribution from 2006 general fund in Feb 23, 2006 amendment | 700,000.00              |
| Capital project revolving account                             | 75,400.00               |
| Public Facilities Fund balance                                | 114,386.00              |
| Orange Bowl HVAC Replacement                                  | 322,660.00              |
| Miami CDT   | 3,066,667.00            |
| Homeland Defense/Neighborhood Improvement Bond Interest       | 500,000.00              |
| Homeland Defense/Neighborhood Improvement Bond                | 15,200,904.00           |
| <b>Total:</b>   | <b>\$ 22,532,617.00</b> |

| B/Number | Vendor/Description   | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor | Reg./PO # |
|----------|--|------------|-----------------|------------------|------------------|---|-------------------|-----------|
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; split funded with a portion of the \$700K GF above and this HD series 1   | 178,572.61 | -               | -                | -                | signed PAF 2-14-06; signed revised PAF 4/11/06  |                   |           |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; -dismantle, remove and set down lighting tower NO. 's 2 through 8 at the Orange Bowl Stadium for inspection and repair. Re-install light towers to original positions.                | 170,453.39 | 170,453.39      | 170,453.39       | -                | This amount of \$1,038,425 additional funds to be appropriated 7/13/06 CC MTG. to cover this deficit<br>signed req on 3/8/06; authorized by Res #05-0290 dated 5/12/05. | GEC Associates    | P062096   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; - to provide lead paint testing, report & recommendations by a certified consultant & testing laboratory.   | 1,538.46   | 1,538.46        | 1,538.46         | -                | signed req on 3/2/06; authorized by Res #05-0290 dated 5/12/05.   | GEC Associates    | P062058   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; -Professional Services pertaining to the implementation of a job order contracting system.  | 2,556.80   | 2,556.80        | 2,556.80         | -                | signed req on 3/8/06; authorized by Res #04-0515 dated 7/29/04.   | Gordian Group     | P062105   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; -Professional Services pertaining to the implementation of a job order contracting system.  | 23.08      | 23.08           | 23.08            | -                | signed req on 3/8/06; authorized by Res #04-0515 dated 7/29/04.   | Gordian Group     | P062070   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; -repair/replacement of light towers and lighting at the orange bowl stadium. Light fixtures will be provided with a complete 25 year warranty to include bulb replacement and service | 241,614.27 | 241,614.27      | 241,614.27       | -                | signed req on 3/8/06; authorized by Res #05-0290 dated 5/12/05.   | GEC Associates    | P062694   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; -repair/replacement of light towers and lighting at the orange bowl stadium. Light fixtures will be provided with a complete 25 year warranty to include bulb replacement and service | 500,000.00 | 500,000.00      | 500,000.00       | -                | signed req on 6/8/06; authorized by Res #04-0515 dated 7/29/04.   | GEC Associates    | P062694   |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; -Professional Services pertaining to the implementation of a job order contracting system.  | 5,337.83   | 5,337.83        | 5,337.83         | -                | signed req on 6/8/06; authorized by Res #04-0515 dated 7/29/04.   | Gordian Group     | P063406   |

**INTEREST FUNDED**

**CIP PROJECT: 324002 Homeland Defense/Neighborhood Improvement Bond**

**Orange Bowl Stadium Ramps & Improvements**

|   |                         |
|---|-------------------------|
| <b>Appropriations</b>   |                         |
| <b>Funding Sources:</b>                                       |                         |
| Contribution from special revenue fund                        | 492,600.00              |
| Contribution from general fund                                | 2,060,000.00            |
| Contribution from 2006 general fund in Feb 23, 2006 amendment | 700,000.00              |
| Capital project revolving account                             | 75,400.00               |
| Public Facilities fund balance                                | 114,386.00              |
| Orange Bowl HVAC Replacement                                  | 322,660.00              |
| Miami CDT   | 3,066,667.00            |
| Homeland Defense/Neighborhood Improvement Bond Interest       | 500,000.00              |
| Homeland Defense/Neighborhood Improvement Bond                | 15,200,904.00           |
| <b>Total:</b>   | <b>\$ 22,532,617.00</b> |

| B/Number | Vendor/Description   | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor | Req/PO #    |
|----------|--|------------|-----------------|------------------|------------------|---|-------------------|-------------|
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; - repair structural steel and concrete bases  | 408,483.90 | 408,483.90      | 408,483.90       |                  | signed req on 6/8/06; split with \$37845.76 in non-homeland funds or a total of \$446,329.66 authorized by Res #05-0290 dated 5/12/05.<br>City of Miami Job Order Contracting Vertical Construction | GEC Associates    | P063387 (H) |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; - Electrical installation work  | 355,855.12 | 355,855.12      | 355,855.12       |                  | signed req on 6/8/06; authorized by Res #05-0290 dated 5/12/05.<br>City of Miami Job Order Contracting Vertical Construction  | GEC Associates    | P063386 (H) |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional services pertaining to the implementation of a job order contracting system.                   | 6,694.94   | 6,694.94        |                  | 6,694.94         | signed req on 6/8/06; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a job order contracting (JOC) system contract #49-00071.                          | GEC Associates    | P063407     |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; -to repair the roof at various areas of the eight concession stands on the ground floor of the Orange Bowl. | 82,246.90  |                 |                  |                  |   |                   |             |
| B-30379  | Orange Bowl Stadium Lighting Towers No. 2-8; Professional services pertaining to the implementation of a job order contracting system.                   | 1,233.70   |                 |                  |                  |   |                   |             |

|                |  |               |               |               |              |  |  |  |
|----------------|--|---------------|---------------|---------------|--------------|--|--|--|
| <b>Totals:</b> |  | 22,530,478.24 | 19,043,576.12 | 14,352,674.90 | 4,690,901.22 |  |  |  |
|----------------|--|---------------|---------------|---------------|--------------|--|--|--|

|                                   |  |          |              |  |  |  |  |  |
|-----------------------------------|--|----------|--------------|--|--|--|--|--|
| <b>Balance of Appropriations:</b> |  | 2,136.76 | 3,489,040.88 |  |  |  |  |  |
|-----------------------------------|--|----------|--------------|--|--|--|--|--|

Run Date of 10/26/2006



**CIP PROJECT: 333142**  
**Jose Marti/East Little Havana Park Expansion**

|  |  |  |  |                     |  |  |  |
|--|--|--|--|---------------------|--|--|--|
| <b>Appropriated Amount</b>                     |  |  |  |                     |  |  |  |
| <b>Funding Sources:</b>                        |  |  |  |                     |  |  |  |
| Homeland Defense/Neighborhood Improvement Bond |  |  |  | 5,000,000.00        |  |  |  |
| Miscellaneous Revenue (Revenue Project 383001) |  |  |  | 2,782,692.00        |  |  |  |
| <b>Total: \$</b>                               |  |  |  | <b>7,782,692.00</b> |  |  |  |

| <b>Expenditures</b> |   | <b>Allocation</b>   | <b>Contract Amount</b> | <b>Payments to Date</b> | <b>Contract Balance</b> | <b>Comments</b>  | <b>Contractor/Vendor</b>      | <b>Req./P.O. #</b> |
|---------------------|---|---------------------|------------------------|-------------------------|-------------------------|--|-------------------------------|--------------------|
| B-35857             | Jose Marti Park Gym (\$575,000 to be added in 2006-2007)                                  | 3,069,276.23        |                        |                         | 0.00                    | signed PAF 5/1/06; split funded with \$244,740 in CIP 331419 (D3) for a total of \$8,602,432.00 including \$575,000 to be added in 2006-2007 |                               |                    |
| B-35857             | Jose Marti Gym - Professional Surveying & Mapping Services - plus increase of \$4,000.00) | 17,319.63           | 17,187.48              | 17,187.48               | 0.00                    | signed req 4-20-05; Refer to Contract #K-0500050   | Post Buckley Schuh & Jernigan | P053668            |
| B-35857             | Jose Marti Gym - Professional Architectural Services                                      | 530,828.00          | 530,828.00             | 362,937.75              | 167,890.25              | signed req 4-12-05; In accordance with Res #02-144 dated 2/14/02 and Res #05-0125 dated 2/24/05  | Zyscovich, Inc.               | P053519            |
| B-35857             | Jose Marti Gym - Professional Environmental/Coastal Engineering Services                  | 22,029.14           | 22,029.14              | 22,029.14               | 0.00                    | signed req 5-23-05; Ref (Contract #K-0400426)  | Petro-Hydro, Inc.             | P054218            |
| B-35857             | Jose Marti Park Gym -Administration Fees (2005)   | 60,000.00           | 60,000.00              | 60,000.00               | 0.00                    | Total amount of PO was reduced \$2,000.00 due to no longer needed.   |                               | JE 31922           |
| B-35857             | Jose Marti Park Gym -construction (10,440.00 to be appropriated for Sept 12 06 CC Mtg)    | 4,060,000.00        | 4,060,000.00           |                         | 4,060,000.00            | signed req on 1/6/06; as per Res #05-01270 dated 11/17/05 and construction manager at Risk Agreement.  | Prittle Construction Co       | R072167            |
| B-35857             | Jose Marti Park Gym   | 23,239.00           | 23,239.00              | 23,239.00               | 0.00                    | Signed Agenda Item dated 8/14/06 for CC Mtg 9/12/06  | Florida Power & Light         | DP 99866           |
| <b>Totals:</b>      |   | <b>7,782,692.00</b> | <b>4,713,283.62</b>    | <b>485,393.37</b>       | <b>4,227,890.25</b>     | signed DP 6/15/06  |                               |                    |

|          |                            |        |                 |  |  |  |  |  |
|----------|----------------------------|--------|-----------------|--|--|--|--|--|
| 09/30/06 | Balance of Appropriations: | \$0.00 | \$ 3,069,408.39 |  |  |  |  |  |
|----------|----------------------------|--------|-----------------|--|--|--|--|--|

|                        |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
| Run Date of 10/26/2006 |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|

| CIP PROJECT: 333145<br>Soccer Complex Development  |  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
|--|--|-------------------|-------------------|-------------------|------------------|---|--|------------|--|------------|--|--|--|--|--|--|--|--|--|------------------|-------------------|--|--|--|--|--|--|--|--|
| Appropriated Amount  |  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| Funding Sources  |  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| Homeland Defense/Neighborhood Improvement Bonds  |  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| <table border="0" style="width:100%"> <tr> <td style="text-align:right">437,870.00</td> <td colspan="9"></td> </tr> <tr> <td style="text-align:right"><b>Total: \$</b></td> <td style="text-align:right"><b>437,870.00</b></td> <td colspan="8"></td> </tr> </table> |  |                   |                   |                   |                  |   |  |            |  | 437,870.00 |  |  |  |  |  |  |  |  |  | <b>Total: \$</b> | <b>437,870.00</b> |  |  |  |  |  |  |  |  |
| 437,870.00   |  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| <b>Total: \$</b>   | <b>437,870.00</b>  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| Expenditures   |  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| B/Number   | Vendor/Description   | Allocation        | Contract Amount   | Payments to Date  | Contract Balance | Comments  | Contractor/Vendor                            | Req./P.O.# |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| B-30229  | Robert King High Park Soccer Field   | 128,936.00        |                   |                   | 0.00             |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| B-30229  | Robert King High Park Soccer Field-Administration Fees (2005)                                  | 27,200.00         | 27,200.00         | 27,200.00         | 0.00             | signed revised PAF 4-8-05   |  | JE 31922   |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| B-30229  | Robert King High Park Soccer Field-Professional construction engineering observation services. |                   |                   |                   | 0.00             | Ref services agreement #K04-01079. W. O. #5 dated 9/28/05. Reso #04-0792                      | Russell Partnership                          | P060622    |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| B-35907  | Athalie Range Park Soccer/Football Complex (1,694,516 will be allocated in Series 2)           | 0.00              |                   |                   | 0.00             | PENDING PURCHASE ORDER CHANGE ORDER TO CANCEL - PO CANCELLED                                  |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| B-35907  | Athalie Range Park Soccer/Football Complex - Administration Fees (2005)                        | 94,500.00         | 94,500.00         | 94,500.00         | 0.00             | signed revised PAF 5-27-05 & 8-30-05 signed revised PAF 7/26/06 for a total of \$1,976,250.00 |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| B-35907  | Athalie Range Park Soccer/Football Complex - Professional Architectural & Engineering Services | 187,234.00        | 187,234.00        | 93,229.50         | 94,004.50        | signed req on 11-2-05. Ref PSA (Contract #K-0500508)  | Corzo Castiella Carballo Thompson Salman P A | P060564    |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| <b>Totals:</b>   |  | <b>437,870.00</b> | <b>308,934.00</b> | <b>214,929.50</b> | <b>94,004.50</b> |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| 09/30/06   | Balance of Appropriations:   | \$0.00            | \$ 128,936.00     |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |
| Run Date of 10/26/2006   |  |                   |                   |                   |                  |   |  |            |  |            |  |  |  |  |  |  |  |  |  |                  |                   |  |  |  |  |  |  |  |  |

**CIP PROJECT: 333138**

**Fern Isle Cleanup and Renovation**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations  |  | Contract Amount |                 | Payments to Date |                  | Contract Balance                 |             | Comments  |  | Contractor/Vendor                |  | Req./P.O. # |  |
|---|--|-----------------|-----------------|------------------|------------------|----------------------------------|-------------|---|--|----------------------------------|--|-------------|--|
| B/Number  | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor                | Req./P.O. # |   |  |                                  |  |             |  |
| Funding Sources:  |  |                 |                 |                  |                  |                                  |             |   |  |                                  |  |             |  |
| Homeland Defense/Neighborhood Improvement Bond            |  |                 |                 |                  |                  |                                  |             |   |  |                                  |  |             |  |
| Homeland Defense/Neighborhood Improvement Bond - Interest |  |                 |                 |                  |                  |                                  |             |   |  |                                  |  |             |  |
| Total: \$ 9,140,000.00                                    |  |                 |                 |                  |                  |                                  |             |   |  |                                  |  |             |  |
| <b>Expenditures</b>                                       |  |                 |                 |                  |                  |                                  |             |   |  |                                  |  |             |  |
| B-40670   | Fern Isle environmental cleanup  | 12.70           | 563,112.00      | 563,112.00       | -                | LNC Engineering Inc.             | P041482     | Signed BIAF on 8/29/03 awarding to LNC Engineering, CC 9/11/03.   |  | LNC Engineering Inc.             |  | P041482     |  |
| B-40670   | Fern Isle environmental cleanup  | 200.60          | 200.60          | 200.60           | -                | Diario Las Americas              | AD 11443    | Inv #21-5556  |  | Diario Las Americas              |  | AD 11443    |  |
| B-40670   | Advertising  | 249.50          | 249.50          | 249.50           | -                | Miami Times                      | AD 11443    | Inv #06501970   |  | Miami Times                      |  | AD 11443    |  |
| B-40670   | Advertising  | 70.60           | 70.60           | 70.60            | -                | Daily Business Review            | AD 11443    | Inv #37995906   |  | Daily Business Review            |  | AD 11443    |  |
| B-40670   | Fern Isle Survey   | 14,509.60       | 14,509.60       | 14,509.60        | -                | F. R. Aleman & Associates        | P041177     |   |  | F. R. Aleman & Associates        |  | P041177     |  |
| B-40670   | Fern Isle Clean Up Project- Administration Fees (2004)   | 29,845.00       | 29,845.00       | 29,845.00        | -                |                                  | JE 28734    |   |  |                                  |  | JE 28734    |  |
| B-30316   | Fern Isle Park Improvements PH I - Interest  | 125,857.20      |                 |                  |                  |                                  |             | signed revised PAF 11/23/05, split with \$5,367,000 HD and \$300,000.00 in CIP 331419 (D1) for a total of \$5,807,000.00                      |  |                                  |  |             |  |
| B-30316   | Fern Isle Park Improvements PH I - Interest to provide necessary to obtain DERM & WASA approval  | 13,933.79       |                 |                  |                  |                                  |             | approved req on 12/19/06  |  | F & L Construction               |  | R3134       |  |
| B-30316   | Fern Isle Park Improvements PH I - Professional Services pertaining to the implementation of a Job Order Contracts (JOC) system  | 209.01          |                 |                  |                  |                                  |             | approved req on 12/19/06  |  | Gordian Group                    |  | R3135       |  |
| B-30316   | Fern Isle Park Improvements PH I   | -               | 665.74          | 665.74           | -                |                                  |             | signed revised PAF 11/23/05; split with \$300,000.00 HD in CIP 331419 (D1) and \$140,000 HD interest for a total of \$5,807,000.00            |  |                                  |  |             |  |
| B-30316   | Fern Isle Park Improvements PH I - Professional Services pertaining to the implementation of a Job Order Contracts (JOC) system  | 665.74          | 665.74          | 665.74           | -                | The Gordian Group                | P060691     | signed req 11-7-05; authorized by Res #04-0515 dated 7/29/04<br>City of Miami Beach Piggyback establishment of a JOC System Contract #49-0001 |  | The Gordian Group                |  | P060691     |  |
| B-30316   | Fern Isle Park Improvements PH I - to provide 3 alternative remediation options based upon the site assessment report & cap furnished by CES to meet DERM requirements for remedial action of contaminated soil. | 44,382.76       | 44,382.76       | 44,382.76        | -                | F & L Construction Inc           | P060644     | signed req 11-7-05; authorized by Res #04-0516 dated 7/29/04<br>City of Miami Beach Piggyback Job Order Contract (JOC) Contract #14-03/04     |  | F & L Construction Inc           |  | P060644     |  |
| B-30316   | Fern Isle Park Improvements PH I   | 445,438.10      | 445,438.10      | 445,438.10       | -                | F & L Construction Inc           | P052274     | signed req 1-25-05<br>authorized by res #04-0516 dated 7/29/04<br>City of Miami Beach Piggyback contract #14-03/04                            |  | F & L Construction Inc           |  | P052274     |  |
| B-30316   | Professional Services pertaining to the implementation of a Job order contracting (JOC) system for Fern Isle Park Improvements PH I  | 17,817.52       | 17,817.52       | 13,099.76        | 4,717.76         | The Gordian Group                | P052308     | signed req 1-25-05<br>authorized by res #04-0515 dated 7/29/04<br>City of Miami Beach Piggyback contract #49-0001                             |  | The Gordian Group                |  | P052308     |  |
| B-30316   | Fern Isle Park Improvements PH I - Professional Environmental Coastal Engineering Services   | 95,812.00       | 95,812.00       | 91,618.00        | 4,194.00         | Consulting Engineering & Science | P053666     | signed req 4-20-05; refer to contract #K-04000336   |  | Consulting Engineering & Science |  | P053666     |  |
| B-30316   | Fern Isle Park Improvements PH I - Professional Environmental/Coastal Engineering Services   | 1,045.00        | 1,045.00        | 1,045.00         | -                | ATC Associates                   | P053517     | signed req 4-11-05  |  | ATC Associates                   |  | P053517     |  |
| B-30316   | Fern Isle Park Improvements PH I -testing services to outline existing soil conditions, presence of hazardous materials etc and recommend potential remedies for the completion of PH I & II                     | 10,583.30       | 10,583.30       | 10,583.30        | -                | F & L Construction Inc           | P056028     | signed req on 9-6-05; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job order contracts (JOC) contract #14-03/04 |  | F & L Construction Inc           |  | P056028     |  |
| B-30316   | Fern Isle Park Improvements PH I -Professional Services pertaining to the implementation of a Job Order Contracting (JOC) System.  | 158.75          | 158.75          | 158.75           | -                | The Gordian Group                | P056031     | signed req on 9-6-05; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback JOC system contract #49-0001                 |  | The Gordian Group                |  | P056031     |  |
| B-30316   | Fern Isle Park Improvements PH I -for construction engineering and observation services  | 224,951.84      | 224,951.84      | 66,161.00        | 158,790.84       | A2 Group                         | P061400     | signed req on 1/6/06;<br>Vertical Ref PSA and Res 04-0792 (contract #K04-01135V)  |  | A2 Group                         |  | P061400     |  |

**CIP PROJECT: 333138**

**Fern Isle Cleanup and Renovation**

**Homeland Defense/Neighborhood Improvement Bond**

**Appropriations**

**Funding Sources:**

Homeland Defense/Neighborhood Improvement Bond  
 Homeland Defense/Neighborhood Improvement Bond - Interest

9,000,000.00  
 140,000.00  
**Total: \$ 9,140,000.00**

| B/Number               | Vendor/Description   | Allocation     | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor                 | Req./P.O. # |
|------------------------|--|----------------|-----------------|------------------|------------------|---|-----------------------------------|-------------|
| B-30316                | Fern Isle Park Improvements PH I - for surveying, mapping, and miscellaneous services  | 3,692.58       | 3,692.58        | 3,692.58         | -                | signed req on 3/7/06; In Ref to PSA and Rese #03-718, contract #K02-216   | F R Aleman & Assoc                | P062259     |
| B-30316                | Fern Isle Park Improvements PH I Administration Fees (2006)  | 194,900.00     | 194,900.00      | 194,900.00       | -                |   |                                   | JE 35386    |
| B-30316                | Fern Isle Park-Park area construction renovation   | 4,327,552.41   |                 |                  |                  | approved req on 10/19/06; authorized by Res #04-0516 dated 7/29/04 and Res #04-0699 dated 10/15/04. City of Miami Beach Piggyback Job Order Contracting (JOC) contract #14-03/04B<br><br>split with \$150,778.73 in award #1058 (CIP 331419 (D1)) for a total of \$4,478,331.14.  | F & L Construction                | R648        |
| B-60496                | Grapeland Heights Park PH I - to construct the baseball fields concession/restroom building at the ball fields and parking for ball field. | 3,025,000.00   | 3,025,000.00    | 3,025,000.00     | -                | signed PAF 6-1-05; split funded with \$700,000 in CIP 331419 (HD Funds Interest) and \$1,275,000 in CIP 331419 (HD Funds Series I) and \$2,000,000 in CIP 311711 for a total of \$7,000,000.00<br><br>signed req 7-14-05; authorized by Res #04-0786 dated 12/9/04 and Res #05-0137 dated 3/10/05<br><br>split funded with \$907,850.00 in CIP 331419 (D2) and \$2,000,000.00 in CIP 311711 for a total of \$5,979,063.00 | Recreational Design & Constructor | P054710     |
|                        |  | <b>Totals:</b> | 9,140,000.00    | 4,504,732.29     | 167,702.60       |   |                                   |             |
| 09/30/06               | Balance of Appropriations:   |                | \$ -            | \$ 4,467,565.11  |                  |   |                                   |             |
| Run Date of 10/26/2006 | Balance of Appropriations w/o interest:  |                | -140,000.00     | 4,327,565.11     |                  |   |                                   |             |
| NOT ABOVE              | GRAPELAND PARK WATER PARK  |                | \$ 3,835,000.00 |                  |                  |   |                                   |             |

CIP PROJECT: 352262 Homeland Defense/Neighborhood Improvement Bond

| Appropriations                                 |  | Contract Amount |                 | Payments to Date |                  | Contract Balance  |                             | Comments   |  | Contractor/Vendor |  | Req./P.O.# |  |
|--|--|-----------------|-----------------|------------------|------------------|---|-----------------------------|------------|--|-------------------|--|------------|--|
| B/Number                                       | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor           | Req./P.O.# |  |                   |  |            |  |
| Funding Sources:                               |  |                 |                 |                  |                  |   |                             |            |  |                   |  |            |  |
| Homeland Defense/Neighborhood Improvement Bond |  |                 |                 |                  |                  |   |                             |            |  |                   |  |            |  |
|  |  | Total: \$       |                 | 714,000.00       |                  |   |                             |            |  |                   |  |            |  |
| B-50705  | Kinloch Storm Sewer Improvements. Total allocation including Series 1 and 2 is \$3,000,000.  | 100,000.00      | -               | -                | -                | signed revised PAF 1-27-06;   |                             |            |  |                   |  |            |  |
| B-50705  | Professional Civil Engineering Services for Stormwater Sewer/Road Improvement/Dredging Projects (100,000 to be appropriated for Sept 12 06 CC Mtg) | 599,576.00      | 599,576.00      | 296,362.50       | 303,213.50       | Ref contract #K-0400851 signed Agenda item on 8/17/06 for CC Mtg on 9/12/06 | Camp Dresser and McKee Inc. | P051947    |  |                   |  |            |  |
| B-50705  | Kinloch Storm Sewer Improvements--Administration Fees (2006)   | 14,424.00       | 14,424.00       | 14,424.00        | -                |   |                             |            |  |                   |  |            |  |
| Totals:  |  | 714,000.00      | 614,000.00      | 310,786.50       | 303,213.50       |   |                             |            |  |                   |  |            |  |
| Balance of Appropriations:                     |  | \$0.00          | \$ 100,000.00   |                  |                  |   |                             |            |  |                   |  |            |  |
| 06/30/06                                       |  |                 |                 |                  |                  |   |                             |            |  |                   |  |            |  |
| Run Date of 10/26/2006                         |  |                 |                 |                  |                  |   |                             |            |  |                   |  |            |  |





**CIP PROJECT: 341208  
Grand Avenue Improvements**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations   |   | Contract Amount |                 | Payments to Date |                  | Contract Balance               |            | Contractor/Vendor  |                   | Reg.P.O. # |  |
|--|---|-----------------|-----------------|------------------|------------------|--------------------------------|------------|--|-------------------|------------|--|
| B/Number   | Vendor/Description  | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor              | Reg.P.O. # | Comments   | Contractor/Vendor | Reg.P.O. # |  |
| Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond 3,000,000.00<br>Miami-Dade Road Impact Fee 500,000.00<br>Impact Fees 223,316.00<br>People's Transportation Plan 2,000,000.00<br>Miami-Dade Secondary Gas Tax 350,000.00<br>Total: \$ 6,073,316.00 |   |                 |                 |                  |                  |                                |            |  |                   |            |  |
| B-30322  | Prof svcs for Grand Ave streetscape   | -               | -               | -                | -                | Kimley-Horn & Associates, Inc. |            | 7-30-03: per Juan O. the \$140K originally allocated for this will not be needed because the County is paying for the design portion.  |                   |            |  |
| B-30322  | Grand Avenue Extension Improvement Project<br><b>NON HOMELAND</b>   | 223,316.00      | -               | -                | -                |                                |            |  |                   |            |  |
| B-30322  | Grand Avenue Extension Improvement Project  | 1,379,020.00    | -               | -                | -                |                                |            | signed PAF 10-6-05:  |                   | JE 33371   |  |
| B-30322  | Grand Avenue Extension Improvement Project-Administration Fees (2006)   | 34,015.00       | 34,015.00       | 34,015.00        | -                |                                |            |  |                   |            |  |
| B-30322  | Grand Avenue Extension Improvement -Professional Transportation & Transit Services  | 112,366.02      | 112,366.02      | 60,093.69        | 52,272.33        | Gannett Fleming                | P060635    | In accordance with Professional services agreement #K04-00639, W. O. Authorization #2 dated 10/11/05 signed PAF on 9-14-05   |                   |            |  |
| B-30327  | Grand Avenue Improvements Plaza Street Row Landscape  | 8,675.45        | -               | -                | -                |                                |            | signed revised PAF on 7-18-06  |                   |            |  |
| B-30327  | Grand Avenue Improvements Plaza Street Row Landscape-install brick paver pathway and landscaping along right of way on plaza street               | 42,909.42       | 42,909.42       | 42,909.42        | -                | Metro Express                  | P060683    | signed req on 11-7-05; Authorized by Res #05-0290 dated 5/12/05.   |                   |            |  |
| B-30327  | Grand Avenue Improvements Plaza Street Row Landscape-Professional Services pertaining to the implementation of a Job Order Contracts (JOC) system | 643.64          | 643.64          | 643.64           | -                | The Gordian Group              | P060687    | Job Order Contracts (JOC)- Horizontal Contract #K-0500325  |                   |            |  |
| B-30327  | Plaza Street Row Landscape-Professional Architectural Landscaping services  | 5,785.00        | 5,785.00        | 4,602.24         | 1,182.76         | Rosenberg Gardner Design       | P061165    | signed req 11-7-05; authorized by Res #04-0515 dated 7/29/04.  |                   |            |  |
| B-30327  | Grand Avenue Improvements Plaza Street Row Landscape-Administration Fees (2006)   | 1,230.00        | 1,230.00        | 1,230.00         | -                |                                |            | City of Miami Beach Piggyback establishment of a JOC System Contract #45-00/01   |                   |            |  |
| B-30327  | Plaza Street Row Landscape- extra landscaping and debris clean up   | 15,755.16       | 15,755.16       | 15,755.16        | -                | Metro Express                  | P064344    | signed req 12/20/05; Ref PSA (Contract #K-0400287)   |                   |            |  |
| B-30327  | Plaza Street Row Landscape-Professional Services pertaining to the implementation of a Job Order Contracts (JOC) system                           | 236.33          | 236.33          | 236.33           | -                | Gordian Group                  | P064351    | signed req on 7/26/06;   |                   |            |  |
| B-40680  | B-40680 (fka B-4668) Grand Avenue Streetscape   | 0.00            | -               | -                | -                | Horizon Contractors, Inc.      |            | signed req on 7/26/06, authorized by Res #04-0515 dated 7/29/04.   |                   |            |  |
| B-40680  | B-40680 (fka B-4668) Grand Avenue Improvements 2nd Bidding  | 3,903,110.04    | 3,903,110.04    | 3,903,110.04     | -                | Horizon Contractors, Inc.      | P051102    | City of Miami Beach Piggyback establishment of a JOC System Contract #49-00/01   |                   |            |  |
| B-40680  | B-40680 (fka B-4668) Grand Avenue Improvements 2nd Bidding  | 49,420.00       | 48,954.23       | 48,954.23        | -                | Horizon Contractors, Inc.      | P063521    | signed PAF on 7-30-03. Project estimate is \$3,150,000; project will be bid and if necessary Admin Costs will be reduced. Reso is for \$3,884,011 in contract and \$615,989 in expenses for total of \$4,500,000; signed BIAF on 6-1-04 for 6-24-04 CC mtg. Reso #04-0406 dated 6/24/04 is for \$3,952,531.00 for Contract costs, plus \$615,989.00 for expenses, totalling \$4,568,520.00 |                   |            |  |
| B-40680  | Advertising   | 202.30          | 202.30          | 202.30           | -                | Diano Las Americas             | AD 11477   | Res #04-0406 dated 6/24/04. This PO is the balance of PO 051102, that was erroneously closed. Needed to process final payment  |                   |            |  |
| B-40680  | Advertising   | 69.60           | 69.60           | 69.60            | -                | Daily Business Review          | AD 11477   | Inv #217003  |                   |            |  |
| B-40680  | Advertising   | 219.80          | 219.80          | 219.80           | -                | Miami Times                    | AD 11477   | Inv #41119204  |                   |            |  |
| B-40680  | Advertising   | 117.20          | 117.20          | 117.20           | -                | Daily Business Review          | AD 11498   | Inv #06502987-001  |                   |            |  |
| B-40680  | Advertising   | 391.10          | 391.10          | 391.10           | -                | Miami Times                    | AD 11498   | Inv #44657205  |                   |            |  |
| B-40680  | Testing   | 316.00          | 316.00          | 316.00           | -                | Wingenter Labs                 | P052114    | Inv #51255   |                   |            |  |
| B-40680  | Testing   | 540.00          | 540.00          | 540.00           | -                | Wingenter Labs                 | P063413    | Inv #52052   |                   |            |  |
| B-40680  | Testing   | 1,986.00        | 1,986.00        | 1,986.00         | -                | Wingenter Labs                 | P054878    | Inv # 5 52428, 52532   |                   |            |  |
| B-40680  | Testing   | 1,991.00        | 1,991.00        | 1,991.00         | -                | Wingenter Labs                 | P053840    | Inv #51691   |                   |            |  |
| B-40680  | Testing   | 875.00          | 875.00          | 875.00           | -                | Wingenter Labs                 | P055738    | Inv #51503   |                   |            |  |
| B-40680  | B-40680 (fka B-4668) Grand Avenue Improvements 2nd Bidding-Administration Fees (2005)   | 290,125.00      | 290,125.00      | 290,125.00       | -                |                                |            |  |                   | JE 31922   |  |
| Totals:  |   | 6,073,315.06    | 4,461,837.84    | 4,408,382.75     | 53,455.09        |                                |            |  |                   |            |  |
| 09/30/06   | Balance of Appropriations:  | \$0.94          | \$ 1,611,478.16 |                  |                  |                                |            |  |                   |            |  |
| 10/26/2006   |   |                 |                 |                  |                  |                                |            |  |                   |            |  |



| CIP PROJECT: 341127   |  |              |                 |                  |                  |  |                                 |           |  |          |
|---|--|--------------|-----------------|------------------|------------------|--|---------------------------------|-----------|--|----------|
| Calle Ocho Improvements   |  |              |                 |                  |                  |  |                                 |           |  |          |
| Homeland Defense/Neighborhood Improvement Bond                      |  |              |                 |                  |                  |  |                                 |           |  |          |
| Calle Ocho Improvements   |  |              |                 |                  |                  |  |                                 |           |  |          |
| Funding Sources:  |  |              |                 |                  |                  |  |                                 |           |  |          |
| Homeland Defense/Neighborhood Improvement Bond                      |  |              |                 |                  |                  |  |                                 |           |  |          |
| Donation of Surplus Campaign Funds from Commissioner Tomas Regalado |  |              |                 |                  |                  |  |                                 |           |  |          |
| 2,027,300.00  |  |              |                 |                  |                  |  |                                 |           |  |          |
| 21,416.00   |  |              |                 |                  |                  |  |                                 |           |  |          |
| Total: \$ 2,048,716.00  |  |              |                 |                  |                  |  |                                 |           |  |          |
| B/Number  | Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor               | Req./PO # |  |          |
| B-35005   | Tower Theater Parking Lot Project  | 0.50         |                 |                  |                  | signed PAF 1-19-05   |                                 |           |  |          |
| B-35005   | Land Acquisition - Asset Mgt - 1501 SW 9 St  | 202,792.19   | 202,792.19      | 202,792.19       | -                | Dec. 12, 2002 Item CA-8  | Weisburd & Eisen & Possenti PA  | DP 86164  |  |          |
| B-35005   | Appraisal services - Asset Mgt   | 1,200.00     | 1,200.00        | 1,200.00         | -                | Dec. 12, 2002 Item CA-8  | Quinnivan Appraisal, P. A.      | P232062   |  |          |
| B-35005   | Appraisal services - Asset Mgt   | 1,500.00     | 1,500.00        | 1,500.00         | -                |  | J B Alhale & Assoc              | P2319866  |  |          |
| B-35005   | Professional services - environmental services   | 3,950.00     | 3,950.00        | 3,950.00         | -                |  | ATC Associates                  | P232248   |  |          |
| B-35005   | Tower Theater Parking Lot Project - Professional services pertaining to the implementation of a job order contracting (JOC) system   | 2,017.92     | 2,017.92        | 2,017.92         | -                | City of Miami Beach Piggyback establishment of a JOC system contract #49-00/01   | The Gordian Group               | P053381   |  |          |
| B-35005   | Tower Theater Parking Lot Project  | 134,528.00   | 134,528.00      | 134,528.00       | -                | authorized by Res #04-0516 dated 7/29/04; In accordance with City of Miami Beach Piggyback Job order contract #14-03/04  | Carvon Construction             | P053377   |  |          |
| B-35005   | Demolition services required to demolish an existing structure in connection with the construction of a parking lot at 1501 SW 9 Street for the Tower Theater.                   | 4,771.00     | 4,771.00        | 4,771.00         | -                |  | Demolition Masters, Inc.        | P042633   |  |          |
| B-35005   | Tower Theater Parking Lot Project-Administration Fees (2006)   | 3,546.00     | 3,546.00        | 3,546.00         | -                |  |                                 | JE 33371  |  |          |
| B-35005   | Tower Theater Parking Lot Project-replace chainlink fence at property line adjacent to private property owner. Remove and relocate one park bench knocked over by an automobile. | 9,224.78     | 9,224.78        | 9,224.78         | -                | signed req on 3/6/06; authorized by Res #04-0517 dated 7/29/04   | Carvon Construction             | P062097   |  |          |
| B-35005   | Tower Theater Parking Lot Project - Professional Services pertaining to the implementation of a job order contracting (JOC) system   | 138.37       | 138.37          | 138.37           | -                | authorized by Res #04-1515 dated 7/29/04; City of Miami Beach Piggyback establishment of a JOC system contract #49-00/01   | The Gordian Group               | R072951   |  |          |
| B-35005   | Tower Theater Parking Lot Project-Replace three lighting fixtures at the parking lot which were damaged during hurricane Wilma, existing poles to be used.                       | 4,592.35     | 4,592.35        | 4,592.35         | -                | signed req on 4/3/06; authorized by Res #04-0517 dated 7/29/04; City of Miami Beach Piggyback Job order contracting (JOC) contract #14-03/04   | Carvon Construction             | P062672   |  |          |
| B-35005   | Tower Theater Parking Lot Project - Professional Services pertaining to the implementation of a job order contracting (JOC) system   | 68.89        | 68.89           | 68.89            | -                | signed req on 4/3/06; authorized by Res #04-1515 dated 7/29/04; City of Miami Beach Piggyback establishment of a Job Order contracting (JOC) system contract #49-00/01   | Gordian Group                   | P062676   |  |          |
| B-35005   | Tower Theater Parking Lot Project-Administration Fees (2006)   | 6,083.00     | 6,083.00        | 6,083.00         | -                |  |                                 |           |  |          |
| B-30309   | Cuban Memorial Blvd.   | 38,812.91    |                 |                  |                  |  |                                 |           |  |          |
| B-30309   | Cuban Memorial Blvd.   | 1,200,000.00 | 1,200,000.00    | 1,200,000.00     | -                | signed req 12-2-04; split funded with \$1,461,467.01 in CIP 311713 for a total of \$2,661,467.01.  |                                 |           |  |          |
| B-30309   | Cuban Memorial Blvd.   | 1,200,000.00 | 1,200,000.00    | 1,200,000.00     | -                | Authorized by Res #04-0516 dated 7/29/04 and #04-0699 dated 10/28/04. City of Miami Beach Piggyback Job order Contracts #12 03/04  | CW Construction                 | P051431   |  |          |
| B-30309   | Cuban Memorial Blvd -for construction, engineering & observation services  | 81,389.09    | 81,389.09       | 81,389.09        | -                | signed revised PAF 3-9-05; split funded with \$2,000,000.00 in CIP 311713, \$954,823.00 in CIP 341213 and \$95,513.00 in CIP 341330 for a total of \$4,250,336.00  |                                 |           |  |          |
| B-30309   | Cuban Memorial Blvd -for construction, engineering & observation services  | 81,389.09    | 81,389.09       | 81,389.09        | -                | signed req on 3/7/06; Horizontal in Ref to PSA and Reso #04-0729 and contract #K0401083  | Consult-Tech Construction       | P062102   |  |          |
| B-30222   | Calle Ocho Improvements (\$1,441,047 to be added in Series 2)  |              |                 |                  |                  | signed PAF 4-14-05; signed revised PAF 7-14-05 and revised 7-22-05; For 2005-2006 HD Series 2 - \$1,284,000.00 is allocated. For a total of \$1,548,000. signed revised PAF 1-6-06; For 2005-2006 HD Series 2 - \$1,441,047.00 is allocated. For a total of \$1,548,000. |                                 |           |  |          |
| B-30222   | Calle Ocho Improvements - Professional transportation and transit services - plus increase \$8,017.00 for additional services  | 49,677.80    | 49,677.80       | 30,092.76        | 19,585.04        | Funds available for 2nd series 20006-20007 signed req on 5-19-05; ref PSA and Res #04-0579 and contract #K-0400648   | A & P Consulting Transportation | P054171   |  |          |
| B-30222   | Calle Ocho Improvements -Administration Fees (2005)  | 57,275.00    | 57,275.00       | 57,275.00        | -                |  |                                 |           |  |          |
| B-30288   | Advertising  | 438.60       | 438.60          | 438.60           | -                | These advertising payments are posted to the wrong   | Diano Las Americas              | JE 31922  |  |          |
|   |  |              |                 |                  |                  |  |                                 |           |  | AD 11442 |



**CIP PROJECT: 341126**

**Model City Infrastructure Improvements**

Funding Sources:  
 Guaranteed Entitlement  
 Guaranteed Entitlement Interest  
 Homeland Defense/Neighborhood Improvement Bond

18,300.00  
 2,100.00  
 6,000,000.00  
**Total: \$ 6,020,400.00**

**Homeland Defense/Neighborhood Improvement Bond**

**Expenditures**

| B/Number | Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor               | Req./P.O. # |
|----------|--|--------------|-----------------|------------------|------------------|--|---------------------------------|-------------|
| B-78504  | Replace HOME Investment Partnership Funds used in FY02 for acquisition of properties in Model City Homeownership Zone - \$3.6MILLION TOTAL APPROVED BY COMMISSION. Payment in accordance with Resolution 03-479 for repayment for non-compliance with Home Program | 1,493,611.04 | 1,493,611.04    | 1,493,611.04     | -                | signed DP on 9/13/04, 341126.959307.6.810. Funds to be wire transferred by Finance Dept. Split with CIP 344105 \$321,522.11 for a total of \$1,815,133.15.   | U.S. Hud                        | DP98688     |
| B-78504  | Acquisition of properties in Model City Homeownership Zone - new properties not previously acquired under HOME program - \$3.6MILLION TOTAL APPROVED BY COMMISSION   | 321,522.11   | 321,522.11      | 321,522.11       | -                | Per email from Marva to Finance Dept. to move eligible acquisition expenses from 344105 to 341126. Total amount moved from 344105 is \$362,676.64 of which \$321,522 comes out of the first \$1.8M allocation and the balance of \$41,155 comes out of the other \$1.784M. |                                 | JE29376     |
| B-78504  | 1341 NW 61 St. \$115,375   | -            | 120,330.20      | 120,330.20       | -                | signed funding verification letters from Marva to Larry Spring on 10-31-03; signed DP on 7-26-04   | Weisburd & Eisen & Possenti PA  | DP98669     |
| B-78504  | 1544 NW 58 Terrace, \$76,000<br>RESO. 03-1206 PURCHASED UNDER 344105   | -            | -               | -                | -                | signed funding verification letters from Marva to Larry Spring on 11-26-03; PURCHASED UNDER CIP 344105 PER MARVA 7-23-04   |                                 |             |
| B-78504  | 1520 NW 61 St. \$434,125<br>RESO. 03-1049 DEAL CANCELLED   | -            | -               | -                | -                | verified funding on letter from Marva to Alex Vitarello on 01-07-04; DEAL CANCELLED PER MARVA 7-23-04; DP CANCELLED AND PAYMENT WAS NOT MADE   | Weisburd & Eisen & Possenti PA  | DP94031     |
| B-78504  | 120,330  | -            | -               | -                | -                |  |                                 |             |
| B-78504  | 1575 NW 58 St. \$93,000<br>RESO. 03-1206   | -            | 95,768.11       | 95,768.11        | -                | verified funding on letter from Marva to Alex Vitarello on 02-03-04  | Weisburd & Eisen & Possenti PA  | DP98690     |
| B-78504  | 1371 NW 61 St. \$158,000.00  | -            | 160,758.28      | 160,758.28       | -                | verified funding on letter from Marva to Alex Vitarello on 02-03-04  | Weisburd & Eisen & Possenti PA  | DP98691     |
| B-78504  | 1477 NW 60 St. - Closing costs   | -            | 11,884.16       | 11,884.16        | -                |  | Weisburd & Eisen & Possenti PA  | DP94024     |
| B-78504  | 8 842 6240 NW 15 Ave. - Closing costs  | -            | 8,841.96        | 8,841.96         | -                |  | Weisburd & Eisen & Possenti PA  | DP94017     |
| B-78504  | 17 524 5807 NW 17 Ave. - Closing costs   | -            | -               | -                | -                |  |                                 |             |
| B-78504  | 30 000 Acquisition of property located at 1501 NW 62 St.   | -            | -               | -                | -                |  |                                 |             |
| B-78504  | 46 000 Acquisition of property located at 1418 NW 60 St.   | -            | -               | -                | -                |  |                                 |             |
| B-78504  | 60 500 Acquisition of property located at 1233 NW 59 St.   | -            | -               | -                | -                |  |                                 |             |
| B-78504  | (29.47) Miscellaneous receipts from Model City Community   | -            | -29.47          | -29.47           | -                |  |                                 |             |
| B-78504  | (727.40) Miscellaneous receipts from Model City Community  | -            | -727.40         | -727.40          | -                |  |                                 |             |
| B-78504  | (162.39) Miscellaneous receipts from Model City Community  | -            | -162.39         | -162.39          | -                |  |                                 |             |
| B-78504  | 32,174 1525-35 NW 62 St. - Closing Costs   | -            | 32,174.00       | 32,174.00        | -                | signed DP on 7-20-04   | Weisburd & Eisen & Possenti PA  | DP98663     |
| B-78504  | 34,523 1320 NW 61 St. - payment of property taxes for years 2002 and 2003  | -            | 34,523.33       | 34,523.33        | -                | signed DP on 7-20-04   | Miami-Dade County Tax Collector | DP98667     |
| B-78504  | 348 1320 NW 61 St. - payment of property taxes for years 2002 and 2003 - additional payment to make up for underpayment.   | -            | 348.18          | 348.18           | -                |  | Miami-Dade County Tax Collector | DP98697     |
| B-78504  | 2,848 1320 NW 61 St. - payment of property taxes for years 2002, 2003, and 2004, with prior penalty  | -            | 2,847.96        | 2,847.96         | -                | payment made with no CIP approval  | Miami-Dade County Tax Collector | DP100301    |
| B-78504  | 12,215 1270 NW 60 St. - payment of property taxes for years 2002 and 2003  | -            | -               | -                | -                | signed DP on 7-20-04<br>CREDITED ON 3-1-05 -CHECK #388317 (\$12,215.48)  | Miami-Dade County Tax Collector | DP98666     |

**CIP PROJECT: 341126**

**Model City Infrastructure Improvements**

**Homeland Defense/Neighborhood Improvement Bond**

| Funding Sources |   | Homeland Defense/Neighborhood Improvement Bond |                     |
|-----------------|---|--|---------------------|
| B/Number        | Vendor/Description  | Contract Amount                                | Payments to Date    |
|                 | Guaranteed Entitlement  |  | 18,300.00           |
|                 | Guaranteed Entitlement Interest   |  | 2,100.00            |
|                 | Homeland Defense/Neighborhood Improvement Bond  |  | 6,000,000.00        |
|                 | <b>Total: \$</b>  |  | <b>6,020,400.00</b> |
| B/Number        | Vendor/Description  | Contract Amount                                | Payments to Date    |
| B-78504         | 136 1270 NW 60 ST. - payment of property taxes for years 2002 and 2003-additional payment to make up for underpayment   | -  | -                   |
| B-78504         | 11, 156 1501 NW 58 ST. - payment of property taxes for years 2002 and 2003  | -  | -                   |
| B-78504         | 119 1501 NW 59 ST. - payment of property taxes for years 2002 and 2003-additional payment to make up for underpayment   | -  | -                   |
| B-78504         | 25,630 1370 NW 61 ST. - payment of property taxes for years 2002 and 2003   | 25,630.30                                      | 25,630.30           |
| B-78504         | 258 1370 NW 61 ST. - payment of property taxes for years 2002 and 2003 - additional payment to make up for underpayment   | 258.42   | 258.42              |
| B-78504         | 2,128 1370 NW 61 ST. - payment of property taxes for years 2002, 2003 and 2004 with prior penalty   | 2,128.12                                       | 2,128.12            |
| B-78504         | 16,606 1321 NW 61 St. - payment of property taxes for years 2002 and 2003   | 16,606.33                                      | 16,606.33           |
| B-78504         | 986 1440 NW 61 St. - payment of property taxes for years 2002, 2003 and 2004 with prior penalty   | 986.07   | 986.07              |
| B-78504         | 9,545 1440 NW 61 st. - purchase and sale THIS TRANSACTION CANCELLED DUE TO ESTATE ISSUES. (9,545.00)  | -  | -                   |
| B-78504         | 458,371 6200 NW 17 Avenue - purchase and sale   | 458,371.37                                     | 458,371.37          |
| B-78504         | 109,200 6200 NW 17 Avenue - preapproved advanced cleanup (PAC)  | 109,200.00                                     | 9,230.89            |
| B-78504         | 1,000 Appraisal of property located at 1471 NW 60th Street  | 1,000.00                                       | 1,000.00            |
| B-78504         | 650 Fieldwork & Preparation of CAD Drawing for the following properties: 6020 NW 15th Ave & 1551 NW 62nd St.  | 650.00   | 650.00              |
| B-78504         | 450 Fieldwork & Preparation of CAD Drawing for the following property: 5807 NW 17th Avenue  | 450.00   | 450.00              |
| B-78504         | 2,000 Payment for appraisals for properties at 5807 NW 17th Ave and 1624 NW 60 St.  | 2,000.00                                       | 2,000.00            |
| B-78504         | 350 Fieldwork & Preparation of CAD Drawing properties from NW 17th Ave to 15th and 62nd Street  | 350.00   | 350.00              |
| B-78504         | 6,700 Demolition Service for property located at 1551 NW 62 St.   | 6,699.76                                       | 6,699.76            |
| B-78504         | 55,401 1199 NW 62nd Street - Preapproved Advanced Cleanup (PAC)   | 55,400.87                                      | 16,000.00           |
| B-78504         | 41,155 Eligible land acquisition expenses moved from 344105 per Marva's email to Finance Dept.  | 41,154.53                                      | 41,154.53           |
| B-78504         | 4,200 Fieldwork & Preparation of CAD Drawing for the following properties: 1291 NW 55th St., 1280 NW 61st St., 1280 NW 59th St., 1272 NW 61st St., 1290 NW 61st St., 1525 NW 60th St., 1468 NW 61 St., 1687 NW 58th St., 1365 NW 60th St., 1543 NW 59th St., 1446 NW 61st St., 1288 NW 55th St., 1283 NW 58th St., 8005 NW 15th Avenue. | 4,200.00                                       | 4,200.00            |
| B-78504         | 1,248 Reimbursement for sidewalk for properties located at 1337, 1365 & 1371 NW 60 St.  | 1,247.77                                       | 1,247.77            |
| B-78504         | 1,014 Reimbursement for cost of sidewalk for properties located at 1337, 1365 & 1371 NW 60 St.  | 1,014.39                                       | 1,014.39            |

| CIP PROJECT: 341126<br>Model City Infrastructure Improvements |  |                     |                               |                     |                   |           |
|---|--|---------------------|-------------------------------|---------------------|-------------------|-----------|
| Funding Sources:  |  |                     |                               |                     |                   |           |
| Guaranteed Entitlement  |  |                     | 18,300.00                     |                     |                   |           |
| Guaranteed Entitlement Interest                               |  |                     | 2,100.00                      |                     |                   |           |
| Homeland Defense/Neighborhood Improvement Bond                |  |                     | 6,000,000.00                  |                     |                   |           |
|   |  |                     | <b>Total: \$ 6,020,400.00</b> |                     |                   |           |
| B/Number  | Vendor/Description   | Allocation          | Contract Amount               | Payments to Date    | Contract Balance  | Reg./O. # |
| B-78504   | 4,938 Reimbursement for water meter for properties located at 1337, 1365 & 1371 NW 60 ST   | -                   | 4,938.00                      | 4,938.00            | -                 | DP101578  |
|   | \$ 1,386,038   |                     |                               |                     |                   |           |
|   | \$ (201,172) Balance on the \$1,764,866.96   |                     |                               |                     |                   |           |
| B-35908   | Belafonte Trolley Footsteps of Freedom -Install New Concrete Pavers & Site Lighting  | 5,000.00            | 5,000.00                      | 5,000.00            | -                 | P051448   |
| B-78505   | Martin Luther King Blvd. Improvements \$1,000,000  | 602,170.17          | -                             | -                   | -                 |           |
| B-78505   | Model City Infrastructure- Martin Luther King Boulevard  | 114,751.00          | 114,751.00                    | 113,696.17          | 1,054.83          | P051955   |
| B-78505   | Model City Infrastructure- Martin Luther King Boulevard - Professional transportation and transit services plus an increase of \$166,031.25 for additional services required | 176,772.85          | 176,772.85                    | 171,744.25          | 5,028.60          | P053135   |
| B-78505   | Model City Infrastructure- Martin Luther King Boulevard- Administration Fees (2005)  | 77,450.00           | 77,450.00                     | 77,450.00           | -                 | JE 31922  |
| B-78505   | Model City Infrastructure- Martin Luther King Boulevard  | 1,847,869.00        | 1,847,869.00                  | 1,290,718.92        | 557,150.08        | P061363   |
| B-78505   | Model City Infrastructure- Martin Luther King Boulevard for construction, engineering, observation services pertaining to miscellaneous horizontal projects.                 | 150,162.00          | 150,162.00                    | 145,363.23          | 4,798.77          | P061370   |
| B-78505   | Model City Infrastructure- Martin Luther King Boulevard- Professional services pertaining to the implementation of a Job Order Contracting (JOC) system.                     | 30,524.98           | 30,524.98                     | 30,524.98           | -                 | P061459   |
| B-78505   | Model City Infrastructure- Martin Luther King Boulevard- Testing   | 300.00              | 300.00                        | 300.00              | -                 | P062221   |
|   | <b>Totals:</b>   | <b>6,005,000.00</b> | <b>5,416,806.83</b>           | <b>4,709,404.57</b> | <b>707,402.26</b> |           |
| 09/30/06  | <b>Balance of Appropriations:</b>  | <b>\$15,400.00</b>  | <b>\$ 603,593.17</b>          |                     |                   |           |

**Homeland Defense/Neighborhood Improvement Bond**

**CIP PROJECT: 341157  
Design District/FEC Corridor Improvements**

| Appropriations                                 |  | Funding Sources:    |                     | Total: \$           |                   |                |
|--|--|---------------------|---------------------|---------------------|-------------------|----------------|
| Homeland Defense/Neighborhood Improvement Bond |  | 2,284,075.00        |                     | 2,284,075.00        |                   |                |
| <b>Expenditures</b>                            |  |                     |                     |                     |                   |                |
| B/Number                                       | Vendor/Description   | Allocation          | Contract Amount     | Payments to Date    | Contract Balance  | Req./P.O. #    |
| B-38501  | FEC regulating plan  | 105,000.00          | 105,000.00          | 105,000.00          | -                 | P232727        |
| B-38501  | FEC regulating plan-Misc receipts-overpayment refund   | (6,183.64)          | (6,183.64)          | (6,183.64)          | -                 | Misc Rcp#60705 |
| B-38501  | FEC Comprehensive Transportation master plan   | -                   | -                   | -                   | -                 |                |
| B-38501  | FEC financing plan   | -                   | -                   | -                   | -                 |                |
| B-38501  | FEC marketing plan   | -                   | -                   | -                   | -                 |                |
| B-31207  | N. E. 40th Street Reconstruction   | 26,184.00           | 26,184.00           | 26,184.00           | -                 | P062792        |
|  |  | 0.80                |                     |                     |                   |                |
| B-31207  | N. E. 40th Street Reconstruction   | 1,483,840.00        | 1,483,840.00        | 1,483,840.00        | -                 | P055874        |
| B-31207  | Professional Transportation & Transit Services for NE 40th Street Job - plus increase of \$15,579.90           | 120,312.67          | 120,312.67          | 88,842.26           | 31,470.41         | P051950        |
| B-31207  | N. E. 40th Street Reconstruction   | 1,277.00            | 1,277.00            | 1,277.00            | -                 | DP 92346       |
| B-31207  | N. E. 40th Street Reconstruction- For construction engineering and observation (CEO) services                  | 197,684.53          | 197,684.53          | 197,454.12          | 230.41            | P055742        |
| B-31207  | Light and Pole installation  | -                   | -                   | -                   | -                 | DP99939        |
| B-78500  | Buena Vista East (\$152,790 will be added in Series 2)   | -                   | -                   | -                   | -                 |                |
| B-78500  | Professional Transportation & Transit Services - Buena Vista East Historic District - Streetscape Improvements | 228,460.13          | 228,460.13          | 170,650.91          | 57,809.22         | P054411        |
| B-78500  | Buena Vista East-Administration Fees (2005)  | 127,500.00          | 127,500.00          | 127,500.00          | -                 |                |
|  | <b>Totals:</b>   | <b>2,284,075.49</b> | <b>2,284,074.69</b> | <b>2,168,380.65</b> | <b>115,694.04</b> |                |
| 08/30/06                                       | Balance of Appropriations:   | (\$0.49)            | \$                  | 0.31                |                   |                |
| Run Date of 10/25/2006                         |  |                     |                     |                     |                   |                |



| CIP PROJECT: 341210                            |   | Homeland Defense/Neighborhood Improvement Bond |                 |                  |                  |                                    |
|--|---|--|-----------------|------------------|------------------|------------------------------------|
| Downtown Infrastructure Improvements           |   |  |                 |                  |                  |                                    |
| Appropriations                                 |   |  |                 |                  |                  |                                    |
| Funding Sources:                               |   |  |                 |                  |                  |                                    |
| Homeland Defense/Neighborhood Improvement Bond |   |  |                 |                  |                  |                                    |
| Total: \$ 9,500,000.00                         |   |  |                 |                  |                  |                                    |
| Expenditures                                   |   |  |                 |                  |                  |                                    |
| B/Number                                       | Vendor/Description  | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Req./P.O. #                        |
| B-40666  | Brickell Streetscape Projects   | 225,000.00                                     | 225,000.00      |                  | 225,000.00       | P064340                            |
| B-71209  | Downtown and Brickell Area Traffic Operations   | 122,305.03                                     |                 |                  |                  |                                    |
| B-71209  | Brickell Avenue Bicycle/Pedestrian Conflict Study - Professional Transportation Consulting Services plus increase of \$26,394.06 for additional services. | 34,304.97                                      | 34,304.97       | 33,594.64        | 710.33           | P033657                            |
| B-71209A                                       | DuPont Plaza Traffic Circulation PD & E Study Review  | 0.02   |                 |                  |                  |                                    |
| B-71209A                                       | DuPont Plaza Traffic Circulation PD & E Study Review (\$19,000.80 increase to be added for additional work )  | 67,297.98                                      | 67,297.98       | 39,120.72        | 28,177.26        | P054219                            |
| B-71209B                                       | Traffic Simulation Analysis for the Miami River Tunnel Feasibility Study - additional work  | 29,116.00                                      |                 |                  |                  | P054220 (converted to Oracle R598) |
| B-71209C                                       | Revision of the City of Miami Downtown Paramics Simulation Model  | 214,122.00                                     | 214,121.59      | 88,008.92        | 126,112.67       | P054644                            |
| B-71209D                                       | Traffic Assessment for Flagler Street Two-Way Conversion  | 32,854.00                                      |                 |                  |                  |                                    |
| Totals:  |   | 9,500,000.00                                   | 9,179,443.21    | 6,877,771.44     | 2,301,671.77     |                                    |
| Balance of Appropriations:                     |   | \$0.00   | \$ 320,556.79   |                  |                  |                                    |
| Run Date of 10/26/2006                         |   |  |                 |                  |                  |                                    |
| NOT ABOVE                                      |   |  |                 |                  |                  |                                    |
| B-71206  | DOWNTOWN INFRASTRUCTURE TRAFFIC MODELING  | \$ 225,000.00                                  |                 |                  |                  |                                    |

moved series 1 funding to B-40666 Brickell Streetscape and funded this with Series 2



**CIP PROJECT: 341213 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations                                 |  | Contract Amount |                 | Payments to Date |                  | Contract Balance                |             | Comments |  | Contractor/Vendor |                 | Req./P.O. #      |                  |
|--|--|-----------------|-----------------|------------------|------------------|---------------------------------|-------------|----------|--|-------------------|-----------------|------------------|------------------|
| B/Number                                       | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor               | Req./P.O. # | B/Number | Vendor/Description   | Allocation        | Contract Amount | Payments to Date | Contract Balance |
| Funding Sources:                               |  |                 |                 | 3,000,000.00     |                  |                                 |             |          |  |                   |                 |                  |                  |
| Homeland Defense/Neighborhood Improvement Bond |  |                 |                 | 3,000,000.00     |                  |                                 |             |          |  |                   |                 |                  |                  |
| Total:   |  | \$              |                 | 3,000,000.00     |                  |                                 |             |          |  |                   |                 |                  |                  |
| <b>Expenditures</b>                            |  |                 |                 |                  |                  |                                 |             |          |  |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II  | (530.95)        |                 |                  |                  |                                 |             |          | Signed PAF on 2-10-05; signed revised PAF 7-22-05                  |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification PH II - Professional Transportation & Transit Services  | 136,010.40      | 136,010.40      | 119,844.00       | 16,166.40        | A & P Consulting Transportation | P053149     |          | Funding to be moved from B-60451 to cover this deficit             |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II-Administration Fees (2005)   | 42,734.00       | 42,734.00       | 42,734.00        | -                |                                 |             |          | signed req 3-16-05; Ref PSA (Contract #K-0400648) and Res #04-0579 |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II-Professional Construction Engineering Observation services.  | 52,361.82       | 52,361.82       | 50,563.11        | 1,778.71         | GBF Engineering                 | P056095     |          | signed req on 9-15-05; (contract #K-05-00113)                      |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II -Install Landscaping as per Design along the Median of Coral Way from 12th Ave to 37th Ave.                    | 776,056.65      | 776,056.65      | 776,056.65       | -                | Tran Construction               | P056011     |          | signed req on 9/7/05; Authorized by Res #05-0290 dated 5/12/05.    |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II- Professional services pertaining to the implementation of a Job Order Contracting (JOC) system                | 11,640.85       | 11,640.85       | 11,640.85        | -                | The Gordian Group               | P056017     |          | (Contract #K-05-00328)   |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II- provide top soil as per requirements.   | 39,058.31       | 39,058.31       | 39,058.31        | -                | Tran Construction               | P062047     |          | signed req on 9-7-05; Authorized by Res #04-0515 dated 7/29/04.    |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II- Professional services pertaining to the implementation of a Job Order Contracting (JOC) system                | 585.87          | 585.87          | 585.87           | -                | Gordian Group                   | P062071     |          | City of Miami Beach Piggyback (JOC) System Contract #49-00/01      |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II-perform Hurricane clean up services as per the requirements  | 48,347.17       | 48,347.17       | 48,347.17        | -                | Tran Construction               | P062095     |          | signed req on 3/2/06; Res #05-0290 dated 5/12/05.                  |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II- Professional services pertaining to the implementation of a Job Order Contracting (JOC) system                | 725.21          | 725.21          | 725.21           | -                | Gordian Group                   | P062107     |          | signed req on 3/8/06; Authorized by Res #04-0515 dated 7/29/04.    |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II- Provide additional 1649 plants between 12th and 27th Ave to replace the damaged plants due to Hurricane Wilma | 23,351.40       | 23,351.40       | 23,351.40        | -                | Tran Construction               | P062693     |          | System Contract #49-00/01  |                   |                 |                  |                  |
| B-60450  | Coral Way Beautification- PH II- Professional services pertaining to the implementation of a Job Order Contracting (JOC) system                | 350.27          | 350.27          | 350.27           | -                | Gordian Group                   | P062709     |          | signed req on 4/11/06; Authorized by Res #05-0290 dated 5/12/05.   |                   |                 |                  |                  |
| B-60451 (formerly B-6450A)                     | Coral Way Beautification Uplighting Phase I  | 54,690.65       |                 |                  | -                |                                 |             |          | signed req on 4/11/06; Authorized by Res #04-0515 dated 7/29/04.   |                   |                 |                  |                  |
| B-60451 (formerly B-6450A)                     | Coral Way Beautification Uplighting Phase I (an increase pending of \$41,669.95 for additional services.)                                      | 714,720.95      | 714,720.95      | 714,720.95       | -                | Gancedo Technologies Inc.       | P042877     |          | System Contract #49-00/01  |                   |                 |                  |                  |
| B-60451 (formerly B-6450A)                     | Coral Way Beautification Uplighting Phase I - PROF SERVICES to produce underground utilities profile plans as requested by FDOT                | 10,000.00       | 10,000.00       | 10,000.00        | -                | Wingenter Laboratories, Inc.    | P044816     |          | signed req on 4/11/06; Authorized by Res #04-0515 dated 7/29/04.   |                   |                 |                  |                  |
| B-60451 (formerly B-6450A)                     | Advertising  | 64.00           | 64.00           | 64.00            | -                | Daily Business Review           | AD 11464    |          | City of Miami Beach Piggyback (JOC) System Contract #49-00/01      |                   |                 |                  |                  |
| B-60451 (formerly B-6450A)                     | Advertising  | 193.80          | 193.80          | 193.80           | -                | Diano Las Americas              | AD 11464    |          | Inv #39406306  |                   |                 |                  |                  |
| B-60451 (formerly B-6450A)                     | Advertising  | 193.80          | 193.80          | 193.80           | -                | Diano Las Americas              | AD 11464    |          | Inv #216191  |                   |                 |                  |                  |

**CIP PROJECT: 341213 Homeland Defense/Neighborhood Improvement Bond**

| Coral Way Improvements  |   | Contract Amount |                 | Payments to Date |                  | Contract Balance       |             | Comments  |  | Contractor/Vendor |  | Req./P.O. # |  |
|---|---|-----------------|-----------------|------------------|------------------|------------------------|-------------|---|--|-------------------|--|-------------|--|
| B/Number  | Vendor/Description  | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor      | Req./P.O. # |   |  |                   |  |             |  |
| <b>Appropriations</b><br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>Total: \$ 3,000,000.00 |   |                 |                 |                  |                  |                        |             |   |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Advertising   | 219.80          | 219.80          | 219.80           | -                | Miami Times            | AD 11464    | Inv #06502482   |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I -to provide service to uplite point #2 2171 SW 33rd Ave by installing poles and overhead secondary. | 4,190.00        | 4,190.00        | 4,190.00         | -                | Florida, Power & Light | DP92313     | Ref Quote #CDT298301  |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I -Administration Fees (2004)   | 61,060.00       | 61,060.00       | 61,060.00        | -                |                        | JE 28734    | signed req on 1-11-05   |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting PH I -to coordinate existing utilities and plotting utilities on plans                                      | 20,180.56       | 20,180.56       | 20,180.56        | -                | Marlin Engineering     | P052074     | signed req on 2-8-05  |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting PH I -to coordinate existing utilities and plotting utilities on plans                                      | 9,965.21        | 9,965.21        | 9,965.21         | -                | Marlin Engineering     | P052628     | Ref PSA (contract #K-0400881) Res #04-0579  |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I -Administration Fees (2005)   | 35,382.00       | 35,382.00       | 35,382.00        | -                |                        |             |   |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 117.35          | 117.35          | 117.35           | -                | Florida Power & Light  | DP 99960    | signed DP 5/18/06; Acct #97967-79420 Service dates Apr 04 2006 to May 03 2006 (received overpayment credit of \$44.64 on statement date Jul 03 2006, DP #99973) |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 10.29           | 10.29           | 10.29            | -                | Florida Power & Light  | DP 99965    | signed DP 6/8/06; Acct #73828-60232 service dates Apr 14 2006 to May 15 2006  |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 67.10           | 67.10           | 67.10            | -                | Florida Power & Light  | DP 99969    | signed DP 6/27/06; Acct #73828-60232 service dates May 15 2006 to Jun 14 2006   |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 10.23           | 10.23           | 10.23            | -                | Florida Power & Light  | DP 99967    | signed DP 6/19/06 - Acct #97967-79420 service dates May 03 2006 to Jun 02 2006  |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 142.80          | 142.80          | 142.80           | -                | Florida Power & Light  |             | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP Acct #97967-79420 service dates July 3 2006 to August 2 2006                             |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 142.80          | 142.80          | 142.80           | -                | Florida Power & Light  | DP 99973    | signed DP 8/9/06 - Acct #97967-79420 service dates June 02 2006 to July 03 2006   |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 355.61          | 355.61          | 355.61           | -                | Florida Power & Light  | DP 99974    | signed DP 8/9/06 - Acct #55519-27543 service dates June 02 2006 to July 03 2006   |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 214.25          | 214.25          | 214.25           | -                | Florida Power & Light  |             | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP Acct #73828-60232 service dates June 14 2006 to July 14 2006                             |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 364.13          | 364.13          | 364.13           | -                | Florida Power & Light  |             | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP Acct #73828-60232 service dates July 14 2006 to August 14 2006                           |  |                   |  |             |  |
| B-60451 (formerly B-6450A)  | Coral Way Beautification Uplighting Phase I-testing of lights   | 210.91          | 210.91          | 210.91           | -                | Florida Power & Light  |             | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP Acct #72257-57090 service dates June 2 2006 to July 3 2006                               |  |                   |  |             |  |

**CIP PROJECT: 341213**

**Homeland Defense/Neighborhood Improvement Bond**

**Coral Way Improvements**

|  |                        |
|--|------------------------|
| Appropriations                                 |                        |
| Funding Sources:                               |                        |
| Homeland Defense/Neighborhood Improvement Bond | 3,000,000.00           |
| <b>Total:</b>                                  | <b>\$ 3,000,000.00</b> |

**Expenditures**

| B/Number                      | Vendor/Description  | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor     | Req./P.O. # |
|-------------------------------|---|------------|-----------------|------------------|------------------|---|-----------------------|-------------|
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 221.88     | 221.88          | 221.88           | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #72257-57090<br>service dates July 3 2006 to August 2 2006                                       | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 217.90     | 217.90          | 217.90           | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #72257-57090<br>service dates August 2 2006 to Aug 31 2006                                       | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 33.48      | 33.48           | 33.48            | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #14250-58201<br>service dates June 14 2006 to July 14 2006                                       | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 131.60     | 131.60          | 131.60           | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #14250-58201<br>service dates July 14 2006 to Aug 14 2006  | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 432.69     | 432.69          | 432.69           | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP (UNPAID BALANCE FROM INV FOR \$131.60)<br>Acct #14250-58201<br>service dates July 14 2006 to Aug 14 2006 | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 45.69      | 45.69           | 45.69            | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #14250-58201<br>service dates Aug 14 2006 to Sep 13 2006   | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 202.62     | 202.62          | 202.62           | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #97967-79420<br>service dates July 3 2006 to August 2 2006                                       | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 329.44     | 329.44          | 329.44           | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #55847-63055<br>service dates July 3 2006 to August 2 2006                                       | Florida Power & Light |             |
| B-60451<br>(formerly B-6450A) | Coral Way Beautification Uplighting Phase Testing of lights | 368.26     | 368.26          | 368.26           | -                | Paid by Finance (Maria De Cardenas) by this code -no approval from CIP<br>Acct #55847-63055<br>service dates July 3 2006 to August 2 2006                                       | Florida Power & Light |             |
| B-30309                       | Memorial Boulevard  | 10,130.95  |                 |                  | -                | signed PAF 3-9-05; split funded with \$2,000,000.00 in CIP 311713, \$1,200,000.00 in CIP 341127 and \$95,513.00 in CIP 341330 for a total of \$4,250,336.00                     | Florida Power & Light |             |

**CIP PROJECT: 341213**

**Homeland Defense/Neighborhood Improvement Bond**

**Coral Way Improvements**

|  |                        |
|--|------------------------|
| Appropriations                                 |                        |
| Funding Sources:                               |                        |
| Homeland Defense/Neighborhood Improvement Bond | 3,000,000.00           |
| <b>Total:</b>                                  | <b>\$ 3,000,000.00</b> |

| B/Number                   | Vendor/Description  | Allocation          | Contract Amount     | Payments to Date    | Contract Balance | Contractor/Vendor        | Req./P.O. # |
|----------------------------|---|---------------------|---------------------|---------------------|------------------|--------------------------|-------------|
| B-30309                    | Memorial Boulevard - additional paving, concrete curbing, drainage and landscaping  | 196,008.57          | 196,008.57          | 196,008.57          | -                | CW Construction, Inc.    | P056015     |
| B-30309                    | Memorial Boulevard - Professional fees for construction   | 16,040.00           | 16,040.00           | 14,436.00           | 1,604.00         | Palm Engineering         | P054512     |
| B-30309                    | Memorial Boulevard -Professional services pertaining to the implementation of a Job Order Contracting (JOC) system.             | 7,219.40            | 7,219.40            | 7,219.40            | -                | The Gordian Group        | P056018     |
| B-30309                    | Professional Services pertaining to the implementation of a Job Order contracting (JOC) system for Memorial Boulevard - Phase 2 | 9,470.83            | 9,470.83            | 9,470.83            | -                | The Gordian Group        | P052524     |
| B-30309                    | Memorial Boulevard -Phase 2   | 464,388.75          | 464,388.75          | 464,388.75          | -                | CW Construction, Inc.    | P052520     |
| B-30309                    | Memorial Boulevard - two water meters   | 5,200.00            | 5,200.00            | 5,200.00            | -                | Miami Dade Water & Sewer | DP 92342    |
| B-30309                    | Testing   | 3,287.50            | 3,287.50            | 3,287.50            | -                | Atlantis Engineering     | P053083     |
| B-30309                    | Testing   | 3,975.00            | 3,975.00            | 3,975.00            | -                | Atlantis Engineering     | P053415     |
| B-30309                    | Testing   | 5,275.00            | 5,275.00            | 5,275.00            | -                | Atlantis Engineering     | P053845     |
| B-30309                    | Printing Services   | 586.00              | 586.00              | 586.00              | -                | Atlantis Engineering     | P054331     |
| B-30309                    | Printing Services   | 2,066.00            | 2,066.00            | 2,066.00            | -                | Atlantis Engineering     | JE 30797    |
| B-30309                    | Memorial Boulevard -Administration Fees (2005)  | 230,500.00          | 230,500.00          | 230,500.00          | -                |                          | JE 30235    |
| <b>Totals:</b>             |   | <b>3,000,000.00</b> | <b>2,935,509.35</b> | <b>2,915,960.24</b> | <b>19,549.11</b> |                          |             |
| 09/30/06                   |   | \$0.00              | \$                  |                     |                  |                          |             |
| Balance of Appropriations: |   |                     |                     |                     |                  |                          |             |

**CIP PROJECT: 341214 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations  |  | Contract Amount            |                 | Payments to Date |                  | Contract Balance  |             | Contractor/Vendor  |  | Reg. P.O. # |  |
|---|--|----------------------------|-----------------|------------------|------------------|-------------------|-------------|--|--|-------------|--|
| B/Number  | Vendor/Description   | Allocation                 | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor | Reg. P.O. # |  |  |             |  |
| <b>Funding Sources:</b><br>Homeland Defense/Neighborhood Improvement Bond<br>Total: \$ 1,425,600.00 |  |                            |                 |                  |                  |                   |             |  |  |             |  |
| B-78508   | N.E. 2nd Avenue Improvements<br>(4,574,400.00 will be allocated in Series 2)   | 375,099.61                 |                 |                  |                  |                   |             | signed revised PAF 10-6-05<br>signed revised PAF 5/16/06;<br>split with \$4,574,400.00 (HD Series II) and<br>\$9,125,000.00 (non HD) in CIP 341214 to<br>be added in 06-07 and \$55,000.00 in CIP<br>341330 and for a total of \$15,180,000.00 |  |             |  |
| B-78508   | For Professional Transportation and Transit Services for<br>N.E. 2nd Avenue Improvements - plus increase of<br>\$266,000.00 for additional services required<br>plus increase of \$500.00 for additional services required | 1,000,500.39               | 1,000,500.39    | 375,191.68       | 625,308.71       | DMJM & Harris     | P052868     | signed req 2-28-05; Ref PSA (contract #K-<br>0400802) Res #04-0579<br>split with \$55,000.00 in CIP 341330 for a<br>total of \$1,055,000.39  |  |             |  |
| B-78508   | N.E. 2nd Avenue Improvements<br>Administration Fees (2006)   | 50,000.00                  | 50,000.00       | 50,000.00        | -                |                   |             | signed revised PAF 5/16/06;<br>split with \$1,425,600 (HD Series I) and<br>\$4,574,400.00 (HD Series II) and<br>\$55,000.00 in CIP 341330 for a total of<br>\$15,180,000.00  |  |             |  |
| B-78508   | N.E. 2nd Avenue Improvements<br>NON-HOMELAND<br>(\$9,125,000.00 TO BE ADDED IN 2006-2007)  |                            |                 |                  |                  |                   |             |  |  |             |  |
|   |  | Totals:                    | 1,425,600.00    | 425,191.68       | 625,308.71       |                   |             |  |  |             |  |
|   |  | 09/30/06                   | 1,050,500.39    | 375,099.61       |                  |                   |             |  |  |             |  |
|   |  | 10/26/2006                 | 375,099.61      |                  |                  |                   |             |  |  |             |  |
|   |  | Balance of Appropriations: | \$0.00          |                  |                  |                   |             |  |  |             |  |

**CIP PROJECT: 311711 Homeland Defense/Neighborhood Improvement Bond**

**District 1 Neighborhood Quality of Life Improvements**

**Appropriations**

**Funding Sources**

Homeland Defense/Neighborhood Improvement Bond

Total: \$ 5,000,000.00

**Expenditures**

| B/Number | Vendor/Description  | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor       | Req./P.O. # |
|----------|---|------------|-----------------|------------------|------------------|---|-------------------------|-------------|
| B-60430  | Antonio Maceo Park New Community Building                                 | 607,060.00 | 607,060.00      | 179,967.57       | 427,092.43       | signed PAF 7-21-05; split funded with \$164,489 of impact fees in CIP 331374 and \$54,075 of SNPB in CIP 333114 and \$60,000 in CIP 331419 (D1) for a total of \$660,615.00. req is split funded with \$142,714.00 in CIP 331419 (D1), with \$38,425.00 in CIP 333114, with \$165,185.00 in CIP 311047 and with \$64,956.64 in CIP 331374 for a total of \$1,018,340.64 | FHP Tectonics Corp      | P061507     |
| B-60430  | Antonio Maceo Park New Community Building Administration Fees (2004)      | 57,680.00  | 57,680.00       | 57,680.00        | -                | signed revised PAF on 1-10-06; split funded with \$164,489 of impact fees in CIP 331374 and \$53,502 of impact fees in CIP 331369, With \$54,075 in CIP 333114, \$142,714 in CIP 331419 (D1), \$165,185 in CIP 311047 for a total of \$1,244,705.   |                         | JE 28734    |
| B-50686  | N. W. 14th Street Project   | -          | -               | -                | -                | split funded with \$1,635,000 from CIP 341183, \$500,000 from CIP 341330 for a total of \$2,135,000. Estimate on PAF is \$2,566,081 signed on 6-16-04 signed BIF on 8/19/04, CC meeting 9/23/04 signed revised PAF 3-30-05  |                         |             |
| B-50686  | N. W. 14th Street Project- Professional Transportation & Transit Services | 136,438.45 | 136,438.45      | 136,438.45       | -                | signed req 2-8-05; Ref PSA and Res #04-0579 (Contract #K-0400881) signed req 5-2-05; authorized by Res #04-0746 dated 11/18/04 signed change order on 9/8/06 signed agenda item on 5/23/06 for an increase in the amount of \$388,158.68 to go to CC 6/22/06. Breakdown to be split as follows: \$126,932.55 in 311711 \$161,440.00 in 341330 \$ 99,786.13 in 341183    | Marlin Engineering      | P052580     |
| B-50686  | N. W. 14th Street Project   | 463,000.00 | 463,000.00      | 463,000.00       | -                | approved req on 12/5/06 unable to convert PO 052932 from GEMS to ORACLE Breakdown to be split as follows: Award 1113 Local Option Gas Tax - 100,473.01 Award 1101 -Transit Half-Cent Surtax - 98,336.00 Award 1108 - Impact Fees - 63,175.93 for a total of \$388,917.49  | Williams Paving Company | P052932     |
| B-50686  | N. W. 14th Street Project   | 126,932.55 |                 |                  |                  | approved req on 12/5/06 unable to convert PO 052932 from GEMS to ORACLE Breakdown to be split as follows: Award 1113 Local Option Gas Tax - 100,473.01 Award 1101 -Transit Half-Cent Surtax - 98,336.00 Award 1108 - Impact Fees - 63,175.93 for a total of \$388,917.49  | Williams Paving Company | R2217       |
| B-50686  | N. W. 14th Street Project- Professional Transportation & Transit Services | 21,223.10  | 21,223.10       | 21,223.10        | -                | signed req 5-2-06; Ref PSA and Res #04-0579 (Contract #K-0400881)   | Marlin Engineering      | P063038     |
| B-50686  | N. W. 14th Street Project- Professional Transportation & Transit Services | 52,405.90  |                 |                  |                  | Balance of PO 063038 not converted from GEMS to ORACLE approved req on 12/4/06  | Marlin Engineering      | R2163       |

**CIP PROJECT: 311711 Homeland Defense/Neighborhood Improvement Bond**

**District 1 Neighborhood Quality of Life Improvements**

**Appropriations**

**Funding Sources:**

Homeland Defense/Neighborhood Improvement Bond

5,000,000.00

Total: \$ 5,000,000.00

| B/Number               | Expenditures Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor                  | Req./P.O. # |
|------------------------|---|-----------------|-----------------|------------------|------------------|--|------------------------------------|-------------|
| B-30228                | NW 19th Terrace Swale Restoration   | -               | -               | -                | -                | signed PAF 2-9-05; signed revised PAF 11/28/05; split with \$400,000.00 in CIP 352216 and \$294,000.00 in CIP 341330 for a total of \$694,000.00   |                                    |             |
| B-30228                | Repair, maintenance & installation of Roadway Systems for NW 19th Terrace Swale Restoration | 131,906.00      | 131,906.00      | 131,906.00       | -                | signed req. 2-22-05; Broward County Piggyback contract #1-9-03-242-B1 Ref. res #04-0745, dated 11/18/04.   | Weekly Asphalt Paving, Inc         | P052767     |
| B-30228                | NW 19th Terrace Swale Restoration- Administration Fees (2005)                               | 3,354.00        | 3,354.00        | 3,354.00         | -                |  |                                    | JE31922     |
| B-60486                | Grapeland Heights Park PH I   | 3,400,000.00    | 3,400,000.00    | 3,400,000.00     | -                | signed PAF 6-1-05; split funded with \$1,275,000 in CIP 331419 (HD Funds Series 1 ) and \$700,000 (HD Funds Interest) in CIP 331419 (HD funds interest) and \$3,025,000 in CIP 333138 for a total of \$7,000,000.00<br>signed req 7-14-05; authorized by Res #04-0786 dated 12/9/04 and Res #05-0137 dated 3/10/05<br>split funded with \$907,850.00 in CIP 331419 (D2) and \$3,025,000.00 in CIP 333138 for a total of \$5,979,053.00 | Recreational Design & Construction | P054710     |
| <b>Totals:</b>         |   | 5,000,000.00    | 4,820,661.55    | 4,393,569.12     | 427,092.43       |  |                                    |             |
| 09/30/06               | <b>Balance of Appropriations:</b>   | \$ -            | \$ 179,338.45   |                  |                  |  |                                    |             |
| Run Date of 10/26/2006 |   |                 |                 |                  |                  |  |                                    |             |
| <b>NOT ABOVE:</b>      |   |                 |                 |                  |                  |  |                                    |             |
| B-30105                | Grapeland Park Comm Recreation Facility and Parking Lot                                     | \$ 1,400,000.00 |                 |                  |                  | Funding identified in 331419; this allocation shifted to B-60496   |                                    |             |
| B-39912                | DISTRICT 1 QOL BALANCE  | \$ -            |                 |                  |                  | CANCELLED THIS PROJECT & MOVED BALANCE TO B-60430  |                                    |             |
| <b>TOTAL:</b>          |   | \$ 1,400,000.00 |                 |                  |                  |  |                                    |             |

**CIP PROJECT: 311712 Homeland Defense/Neighborhood Improvement Bond**

**District 2 Neighborhood Quality of Life Improvements**

| Appropriations                                 |  | Funding Sources                                |                 | Total: \$        |                  | Total: \$   |             |
|--|--|--|-----------------|------------------|------------------|---|-------------|
| Homeland Defense/Neighborhood Improvement Bond |  | Homeland Defense/Neighborhood Improvement Bond |                 | 1,087,000.00     |                  | 1,087,000.00  |             |
| Expenditures                                   |  | Expenditures                                   |                 | Expenditures     |                  | Expenditures  |             |
| B/Number                                       | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor   | Req./P.O. # |
| B-60297  | Myers Park Security Lighting and Walkway Administration Fees (2004)  | 27,157.68                                      | 27,157.68       | 27,157.68        | -                | Ganceado Technologies, Inc.   | P2329204    |
| B-60297A                                       | Myers Park Security Lighting and Walkway Administration Fees (2004)  | 2,365.00                                       | 2,365.00        | 2,365.00         | -                |   | JE 28734    |
| B-30311  | Roberto Clemente water playground equip & site furnishings   | 36,290.05                                      | 36,290.05       | 36,290.05        | -                | Contract Connection   | P232134     |
| B-30311  | Roberto Clemente water playground equip & site furnishings   | 61,815.77                                      | 61,815.77       | 61,815.77        | -                | Contract Connection   | PO41068     |
| B-40682  | Morningside traffic study pending confirmation from Patrick Range - CANCELLED  | -  | -               | -                | -                |   |             |
| B-79900  | Ballet Gamonet, Inc. (approved by BOB on 5-27-03) swapped \$300,000 to 2nd series  | -  | -               | -                | -                | Commissioner Winton has identified in his quality of life funds to support the capital interior build-out of a ballet to be housed in the historic Alfred I. DuPont Building located in downtown Miami. This project represents an expenditure of \$300,000 from Commissioner Winton's quality of life funds. |             |
| B-30140  | I-395 Beautification Project   | -  | -               | -                | -                | signed Agenda Item on 2-14-06 dated 2/13/06 for CC mtg on 3-9-06  |             |
| B-30232  | Gateways for I-95 & I-395  | 14,508.34                                      | 14,508.34       | -                | -                | From Dist. 2 Q.O.L. per Mary Conway's email dated 6/7/04  |             |
| B-30232  | Gateways for I-95 & I-395- Professional Landscape Architectural Services   | 27,245.00                                      | 27,245.00       | 24,258.27        | 2,986.73         | signed PAF on 8-25-05: split funded with \$271,108.00 in CIP 341330 for a total of \$428,744  |             |
| B-30232  | Gateways for I-95 & I-395-install landscaping per plans remove/relocate existing fence, install irrigation                 | 116,813.86                                     | 116,813.86      | 109,838.60       | 6,975.26         | signed req on 11-2-05<br>Ref. PSA (Contract #K-0400287)<br>signed req on 9-21-05: split with \$271,108.00 in CIP 341330 for a total of \$387,921.86<br>Authorized by Res #05-0290 dated 5/12/05: Job Order Contracts (JOC) - Horizontal- (Contract #K-0500408)  | P060565     |
| B-30232  | Gateways for I-95 & I-395- Professional services pertaining to the implementation of a Job Order Contracting (JOC) system. | 5,818.80                                       | 5,818.80        | 5,818.80         | -                | Rosenberg Gardner Design  | P056099     |
| B-30232  | Gateways for I-95 & I-395 - to install two water meters and applicable permit fees.  | -  | -               | -                | -                | signed req on 9-21-05:<br>Authorized by Res #04-0515 dated 7/29/04: The Gordian Group   | P056096     |
| B-30232  | Gateways for I-95 & I-395-Administration Fees (2006)   | 2,500.00                                       | 2,500.00        | 2,500.00         | -                | signed DP on 8-4-05 -<br><b>DP WAS VOIDED FOR \$5,200.00</b>  | DP 99916    |
| B-30232  | Gateways for I-95 & I-395-Administration Fees (2006)   | 5,258.00                                       | 5,258.00        | 5,258.00         | -                |   | JE 33371    |
| B-60319  | Simpson Park Wood Trail  | 52,944.00                                      | 52,944.00       | -                | -                |   |             |
| B-60319  | Simpson Park Wood Trail- Professional Environmental Coastal Engineering Services   | 15,330.00                                      | 15,330.00       | 15,330.00        | -                | signed PAF 3-24-05: signed revised PAF 7-21-05: split funded with \$237,854 in CIP 331371 and with \$126,609 in CIP 331371 (2008) for a total of \$456,463.   | JE 34143    |
| B-60319  | Simpson Park Wood Trail- change of funding   | 1,600.00                                       | 1,600.00        | 1,600.00         | -                | signed req 3-31-05; Ref PSA (Contract #K-0400336)   | JE 34310    |
| B-60319  | Simpson Park Wood Trail-Administration Fees (2005)   | 9,000.00                                       | 9,000.00        | 9,000.00         | -                |   | JE 31922    |
| B-60319  | Simpson Park Wood Trail- Professional Environmental Coastal Engineering Services   | 13,126.00                                      | 13,126.00       | 3,834.00         | 9,292.00         |   | P053326     |



**CIP PROJECT: 311712 Homeland Defense/Neighborhood Improvement Bond**

**District 2 Neighborhood Quality of Life Improvements**

**Appropriations**

**Funding Sources:**

Homeland Defense/Neighborhood Improvement Bond

1,087,000.00  
Total: \$ 1,087,000.00

**Expenditures**

| B/Number               | Vendor/Description  | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor           | Req./P.O. # |
|------------------------|---|--------------|-----------------|------------------|------------------|--|-----------------------------|-------------|
| B-60479                | South Miami Avenue Project- Professional construction Engineering, & Observation services   | 452.70       | 452.68          |                  | 452.68           | signed PAF 4-29-05; split funded with \$472,500 in CIP 341330 for a total of \$767,729.00<br><br>signed req on 3/2/06; authorization dated 2/28/06; Reso #04-0792. split funded with \$227,599.42 in CIP 341330 for a total of \$228,062.10 in accordance with PSA #K-0500088H | Bermello Ajamil Partners    | R072802     |
| B-60479                | South Miami Avenue Project - Professional Transportation & Transit services- plus increase of \$6,000.00. for additional services required. | 253,926.30   | 253,926.30      | 232,848.84       | 21,077.46        | signed req 2-8-05; Ref PSA and Res #04-0579 (Contract #K-0400744)  | Reynolds Smith & Hills Inc. | P052578     |
| B-60479                | Construction of two Coral Rock Walls for the Historic South Miami Avenue Project  | 13,850.00    | 13,850.00       | 13,850.00        | -                |  | Repor Brothers              | P052130     |
| B-60479                | South Miami Avenue Project-Administration Fees (2005)   | 27,000.00    | 27,000.00       | 27,000.00        | -                |  |                             | JE 31922    |
| B-30176                | Brickell Village Public Plaza Contribution  | 400,000.00   | 400,000.00      | 186,440.11       | 213,559.89       | signed req on 9-29-05  | Brickell Main Street LLLP   | P056144     |
|                        | Totals:   | 1,087,001.50 | 1,019,549.14    | 765,205.12       | 254,344.02       |  |                             |             |
| 09/30/06               | Balance of Appropriations:  | (\$1.50)     | \$67,450.66     |                  |                  |  |                             |             |
| Run Date of 10/26/2006 |   |              |                 |                  |                  |  |                             |             |
| B-39910                | Projects Identified to be Funded by Future Appropriations: QOL District 2- Various Projects   | 1,713,000.00 | Series 2        |                  |                  |  |                             |             |
| B-39911                | Venetian Causeway Improvement project, per Comm. Winton, this is maximum City commitment  | 1,900,000.00 |                 |                  |                  |  |                             |             |

CIP PROJECT: 311713 Homelands Defense/Neighborhood Improvement Bond

| District 3 Neighborhood Quality of Life Improvements |  | Homelands Defense/Neighborhood Improvement Bond |                 | Contract Balance       |                  | Contract Vendor          |             | Req./P.O. #  |                   |
|--|--|---|-----------------|------------------------|------------------|--------------------------|-------------|--|-------------------|
| B/Number   | Vendor/Description   | Allocation                                      | Contract Amount | Payments to Date       | Contract Balance | Contractor/Vendor        | Req./P.O. # | Comments   | Contractor/Vendor |
| Appropriations                                       |  |   |                 |                        |                  |                          |             |  |                   |
| Funding Sources:                                     |  |   |                 |                        |                  |                          |             |  |                   |
| Homelands Defense/Neighborhood Improvement Bond      |  |   |                 | 3,326,801.00           |                  |                          |             |  |                   |
|  |  |   |                 | Total: \$ 3,326,801.00 |                  |                          |             |  |                   |
| <b>Expenditures</b>                                  |  |   |                 |                        |                  |                          |             |  |                   |
| B-30146  | Traffic Circles B# CANCELLED   |   |                 |                        |                  |                          |             |  |                   |
| B-40671  | Roads Area traffic calming   | 707.79  |                 |                        |                  |                          |             | signed PAF on 6/7/04<br>signed revised PAF 3-21-05; split funded with \$2,013,357 in CIP 341330 for a total of \$2,613,357.  |                   |
| B-40671  | Roads Area traffic calming - Construct Permanent Traffic Circles at SW 5th Ave & SW 22nd Road and SW 2nd Ave & SW 28th Road  | 278,000.00                                      | 278,000.00      | 278,000.00             |                  | CW Construction, Inc.    | P053378     | signed req 4-1-05; split funded with \$7,890.15 in CIP 341330 for a total of \$285,890.15<br>Authorized by Res #04-0516 dated 7/29/04, #04-0699 dated 10/28/04, and #04-0790 dated 12/9/04.<br>City of Miami Beach Piggyback Job Order Contract No. 12-03/04   |                   |
| B-40671  | Roads Area Traffic Calming Implementation - Build Circles per Plan   | 146,879.94                                      | 146,879.94      | 146,879.94             |                  | CW Construction, Inc.    | P052272     | signed PAF on 1-19-05  |                   |
| B-40671  | Roads Area Traffic Calming Implementation - Professional Services pertaining to the implementation of a Job Order Contracting (JOC) system                             | 5,875.20  | 5,875.20        | 5,875.20               |                  | The Gordian Group, Inc.  | P052273     | signed req on 1-19-05  |                   |
| B-40671  | Roads Area Traffic Calming Implementation - Additional Traffic Circles   | 94,335.86                                       | 94,335.86       | 94,335.86              |                  | CW Construction, Inc.    | P052303     | signed req on 1-24-05<br>authorized by res #04-516 dated 7/29/04, res #04-0699 dated 10/28/04 & res#04-0790 dated 12/9/04<br>City of Miami Beach Job order contract #02-03/04  |                   |
| B-40671  | Professional services pertaining to the implementation a job order contracting (JOC) system for Roads Area Traffic Calming Implementation - Additional Traffic Circles | 1,415.04  | 1,415.04        | 1,415.04               |                  | The Gordian Group, Inc.  | P052304     | signed req on 1-24-05<br>authorized by res #04-0515 dated 7/29/04<br>City of Miami Beach piggyback job order contract #49-00/01<br>PURCHASE ORDER CLOSED - ORIGINAL AMOUNT OF PO WAS A MISTAKE AT \$3773.44  |                   |
| B-40671  | Roads Area traffic study   | 46,636.50                                       | 46,636.50       | 46,636.50              |                  | Marlin Engineering, Inc. | P235147     | signed req on 6-8-04   |                   |
| B-40671  | Temporary Traffic circles in Roads Area  | 24,969.00                                       | 24,969.00       | 24,969.00              |                  | Unitech Builders Corp.   | P044070     | Inv #0047937304  |                   |
| B-40671  | Advertising  | 120.00  | 120.00          | 120.00                 |                  | Daily Business Review    | AD 7766     | Inv #219835  |                   |
| B-40671  | Advertising  | 425.00  | 425.00          | 425.00                 |                  | Diano Las Americas       | AD 7766     | Inv #01515296-001  |                   |
| B-40671  | Advertising  | 635.65  | 635.65          | 635.65                 |                  | Miami Times              | AD 7766     | signed req 12-2-04; split funded with \$1,200,000.00 in CIP 341127 for a total of \$2,661,467.01<br>Authorized by Res #04-0516 dated 7/29/04 and #04-0699 dated 10/28/04.<br>City of Miami Beach Piggyback Job order Contracts #12-03/04   |                   |
| B-30309  | Cuban Memorial Blvd. linear park.  | 189,772.01                                      | 189,772.00      | 189,772.00             |                  | CW Construction, Inc.    | P056015     | signed revised PAF 3-9-05; split funded with \$954,823.00 in CIP 341213, \$1,200,000.00 in CIP 341127 and \$95,513.00 in CIP 341330 for a total of \$4,250,336.00<br>signed req on 9-6-05; split funded with \$95,513.00 in CIP 341330 and with \$196,008.57 in CIP 341213 for a total of \$481,293.57 |                   |
| B-30309  | Prof svcs Cuban Memorial Blvd. linear park plus increase of 33,510.00  | 239,010.00                                      | 239,010.00      | 176,662.42             | 62,347.58        | Falcon & Bueno           | P041176     | Another \$60K paid from 344102 for consulting & appraisal. Increase of \$33,510 going to CC in Oct/2004  |                   |

| CIP PROJECT: 311713                                  |   |              |                 |                  |                  |  |                             |             |  |
|--|---|--------------|-----------------|------------------|------------------|--|-----------------------------|-------------|--|
| District 3 Neighborhood Quality of Life Improvements |   |              |                 |                  |                  |  |                             |             |  |
| Homeland Defense/Neighborhood Improvement Bond       |   |              |                 |                  |                  |  |                             |             |  |
| Appropriations                                       |   |              |                 |                  |                  |  |                             |             |  |
| Funding Sources:                                     |   |              |                 |                  |                  |  |                             |             |  |
| Homeland Defense/Neighborhood Improvement Bond       |   |              |                 |                  |                  |  |                             |             |  |
| Total: \$ 3,326,801.00                               |   |              |                 |                  |                  |  |                             |             |  |
| Expenditures   |   |              |                 |                  |                  |  |                             |             |  |
| B/Number   | Vendor/Description  | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor           | Reg.I.P.O.# |  |
| B-30309  | Professional survey service for info to supplement current survey- Memorial Blvd Protect                                | 24,900.00    | 24,900.00       | 24,900.00        | -                |  | Manuel G. Vega & Associates | P235486     |  |
| B-30309  | Cuban Memorial Blvd. linear park  | 1,461,467.01 | 1,461,467.01    | 1,461,467.01     | -                | Split funded with 341127   | CW Construction             | P051431     |  |
| B-30309  | Memorial Boulevard Project-2% deposit for Decorative streetlighting   | 659.00       | 659.00          | 659.00           | -                |  | Florida Power & Light       | DP92321     |  |
| B-30309  | Memorial Boulevard Phase 2- Professional services pertaining to the implementation a job order contracting (JOC) system | 106,458.68   | 106,458.68      | 106,458.68       | -                | Authorized by Res #04-0515 dated 7/29/04, City of Miami Beach Piggyback Job order Contracts #49-00001  | The Gordian Group, Inc.     | P051438     |  |
| B-30309  | Memorial Boulevard - Phase 2  | 167,000.00   | 167,000.00      | 167,000.00       | -                | signed req 2-4-05; split funded with \$464,388.75 in CIP 341213 for a total of \$631,388.75 authorized by Res #04-516 dated 7/29/04, Res #04-0699 dated 10/28/04, and Res #04-0790 dated 12/9/04. City of Miami Beach Piggyback Job Order contracts (JOC) contract #12-03/04 | CW Construction, Inc.       | P052520     |  |
| B-30309  | Memorial Boulevard - Printing expenses  | 1,026.30     | 1,026.30        | 1,026.30         | -                |  | MEF Construction            | JE 29626    |  |
| B-40664  | B- 4664 Citywide Sidewalk Replacement Phase 24 - INCREASE   | 200,000.00   | 199,999.60      | 199,999.60       | -                | Ref Reso #03-1068  |                             | P235489     |  |
| B-30230  | Glen Royal Parkway  | 90,559.00    |                 |                  |                  | signed PAF 2-14-05, signed revised PAF 8-23-05 signed revised PAF 12/21/06; split funded with \$69,504.00 of Local Option Gas Tax (\$41330) and to be added 2006-2007 \$164,307.00 of Transit Half-Cent Surtax (\$41330) for a total of \$327,000.00.                        |                             |             |  |
| B-30230  | Repair, maintenance & installation of Roadway Systems for Glen Royal Parkway  |              |                 |                  |                  | signed req. 2-22-05; Broward County Piggyback contract #H-9-03-242-B1 Ref. res #04-0745 dated 11/18/04.<br><b>CHANGE ORDER DONE 7/11/06 TO CANCEL THIS PO - JOB HAS BEEN TRANSFERRED TO ANOTHER CONTRACTOR. (75,762.25)</b>  | Weekly Asphalt Paving, Inc  | P052770     |  |
| B-30230  | Glen Royal Parkway-Administration Fees (2005)   | 2,630.00     | 2,630.00        | 2,630.00         | -                | signed PAF 2-14-05, signed revised PAF 8-23-05   |                             | JE 31922    |  |
| B-39909  | S. W. 10th Street Road - repairs  | 2,444.70     | 2,444.07        | 2,444.07         | -                | For Construction, Engineering & Observation services - Horizontal; Ref PSA Consult-Tech #K0401083 split with \$9,299.00 in CIP 341330 for a total of \$11,743.07   | Weekly Asphalt Paving, Inc  | P062151     |  |
| B-39909  | Repair, maintenance & installation of Roadway Systems for S. W. 10th Street Road  | 133,785.80   | 133,785.80      | 133,785.80       | -                | signed req. 2-22-05; Broward County Piggyback contract #H-9-03-242-B1 Ref. res #04-0745 dated 11/18/04   | Weekly Asphalt Paving, Inc  | P052768     |  |
| B-39909  | Repair, maintenance & installation of Roadway Systems for S. W. 10th Street Road  | 65,749.50    | 65,749.50       | 65,749.50        | -                | signed req 5-6-05; Broward County Piggyback Contract #H-9-03-242-B1 Ref Res #04-0745 dated 11/18/04  | Weekly Asphalt Paving, Inc  | P054134     |  |
| B-39909  | Repair, maintenance & installation of Roadway Systems for S. W. 10th Street Road  | 36,688.00    | 36,688.00       | 12,188.55        | 24,499.45        | signed req 7-15-05; Broward County Piggyback Contract #H-9-03-242-B1 ref Res #04-0745 dated 11/18/04   | Weekly Asphalt Paving, Inc  | P055071     |  |
| B-39909  | S. W. 10th Street Road - Administration Fees (2005)   | 4,651.00     | 4,651.00        | 4,651.00         | -                |  |                             | JE 31922    |  |
| Totals   |   | 3,326,801.00 | 3,236,533.17    | 3,148,686.14     | 86,847.03        |  |                             |             |  |

| Homeland Defense/Neighborhood Improvement Bond       |                            |                 |                 |                  |                  |          |                   |             |  |
|--|----------------------------|-----------------|-----------------|------------------|------------------|----------|-------------------|-------------|--|
| CIP PROJECT: 311713                                  |                            |                 |                 |                  |                  |          |                   |             |  |
| District 3 Neighborhood Quality of Life Improvements |                            |                 |                 |                  |                  |          |                   |             |  |
| Appropriations                                       |                            |                 |                 |                  |                  |          |                   |             |  |
| Funding Sources:                                     |                            |                 |                 |                  |                  |          |                   |             |  |
| Homeland Defense/Neighborhood Improvement Bond       |                            |                 |                 |                  |                  |          |                   |             |  |
| Total: \$ 3,326,801.00                               |                            |                 |                 |                  |                  |          |                   |             |  |
| Total: \$ 3,326,801.00                               |                            |                 |                 |                  |                  |          |                   |             |  |
| Expenditures   |                            |                 |                 |                  |                  |          |                   |             |  |
| B/Number   | Vendor/Description         | Allocation      | Contract Amount | Payments to Date | Contract Balance | Comments | Contractor/Vendor | Reg./P.O. # |  |
| 09/30/06   | Balance of Appropriations: | \$0.00          | \$ 91,267.83    |                  |                  |          |                   |             |  |
| Run Date of  |                            |                 |                 |                  |                  |          |                   |             |  |
| 10/26/2006   |                            |                 |                 |                  |                  |          |                   |             |  |
| NOT ABOVE:   |                            |                 |                 |                  |                  |          |                   |             |  |
| B-39908  | DISTRICT 3 QOL BALANCE     | \$ 1,673,199.00 | Series 2        |                  |                  |          |                   |             |  |

**CIP PROJECT: 311714 Homeland Defense/Neighborhood Improvement Bond**

| District 4 Neighborhood Quality of Life Improvements   |  | Contract Amount |                 | Payments to Date |                  | Contract Balance  |                         | Comments    |  | Contractor/Vendor |  | Req./P.O. # |  |
|--|--|-----------------|-----------------|------------------|------------------|---|-------------------------|-------------|--|-------------------|--|-------------|--|
| B/Number   | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor       | Req./P.O. # |  |                   |  |             |  |
| <b>Appropriations</b><br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>3,880,302.00<br><b>Total: \$ 3,880,302.00</b> |  |                 |                 |                  |                  |   |                         |             |  |                   |  |             |  |
| <b>Expenditures</b>  |  |                 |                 |                  |                  |   |                         |             |  |                   |  |             |  |
| B-30003  | Silver Bluff Traffic Study to provide engineering services for the preparation of a traffic calming plan - \$5,408.00 INCREASE for additional work required. | 49,962.00       | 49,961.50       | 49,961.50        | -                | signed req on 6-1-04<br>signed PAF 7-21-05  | Marlin Engineering Inc. | P044067     |  |                   |  |             |  |
| B-30167  | Shenandoah Traffic Calming PH I  | 53,500.00       |                 |                  |                  | signed revised PAF 5/8/06; split with \$1,240,000.00 in CIP 341330 for a total of \$1,343,500.00  |                         |             |  |                   |  |             |  |
| B-30167  | Shenandoah Traffic Calming PH I-Administration Fees (2006)   | 3,500.00        | 3,500.00        | 3,500.00         | -                |   |                         | JE 33371    |  |                   |  |             |  |
| B-30167  | Shenandoah Traffic Calming PH I-Administration Fees (2006)   | 46,500.00       | 46,500.00       | 46,500.00        | -                |   |                         |             |  |                   |  |             |  |
| B-30168  | Silver Bluff Traffic Calming PH I  | 53,500.00       |                 |                  |                  | signed PAF 7-21-05<br>signed revised PAF 5/8/06; split with \$1,240,000.00 in CIP 341330 for a total of \$1,343,500.00  |                         |             |  |                   |  |             |  |
| B-30168  | Silver Bluff Traffic Calming PH I-Administration Fees (2006)   | 3,500.00        | 3,500.00        | 3,500.00         | -                |   |                         | JE 33371    |  |                   |  |             |  |
| B-30168  | Silver Bluff Traffic Calming PH I-Administration Fees (2006)   | 46,500.00       | 46,500.00       | 46,500.00        | -                |   |                         |             |  |                   |  |             |  |
| B-30134  | Bryan Park New Tennis Courts   | 0.00            |                 |                  |                  | Signed revised PAF on 2-23-05;<br>signed another revised PAF on 7-21-05   |                         |             |  |                   |  |             |  |
| B-30134  | Bryan Park - New Tennis Center - Professional Engineering Services rendered in providing the heat gain calculations for 832 sq ft multi purpose room.        | 400.00          | 400.00          | 400.00           | -                | signed req on 12-16-04  | MH Engineering          | P051701     |  |                   |  |             |  |
| B-30134  | Bryan Park New Tennis Center - Printing Services   | 76.00           | 76.00           | 76.00            | -                |   |                         | JE 30235    |  |                   |  |             |  |
| B-30134  | Bryan Park New Tennis Courts-Administration Fees (2005)  | 86,571.00       | 86,571.00       | 86,571.00        | -                |   |                         | JE 31922    |  |                   |  |             |  |
| B-30134  | Bryan Park New Tennis Courts-Professional services pertaining to the implementation of a Job Order contracting (JOC) system.                                 | 48.09           | 48.09           | 48.09            | -                | signed req on 12/5/05; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Establishment of a Job Order contracting (JOC) system contract #49-00101.   | The Gordian Group       | P061017     |  |                   |  |             |  |
| B-30134  | Bryan Park New Tennis Courts   | 3,206.08        | 3,206.08        | 3,206.08         | -                |   | F H Pashen, SN Nielsen  | P061018     |  |                   |  |             |  |
| B-30134  | Bryan Park New Tennis Center -   |                 |                 |                  |                  | signed req on 11/6/06; split with \$68,729.04 in CIP 331369 for a total of \$978,427.87.<br>authorized by Res #04-0516 dated 7/29/04 and Res #04-0699 dated 10/13/04.<br>City of Miami Beach Piggyback Job Order contracting (JOC) contract #14-03/04 | FHP Telectronics Corp - | P061376     |  |                   |  |             |  |
| <b>THIS PO WILL BE CLOSED PROJECT POSTPONED</b>  |  |                 |                 |                  |                  |   |                         |             |  |                   |  |             |  |
| B-30235  | Citywide Traffic Circles   | 30,000.00       |                 |                  |                  |   |                         |             |  |                   |  |             |  |
| B-30235A   | West Little Havana, Home Depot Area Traffic Circles  | 100,000.00      |                 |                  |                  |   |                         |             |  |                   |  |             |  |
| B-30163  | Water truck  | 99,500.00       | 99,500.00       | 99,500.00        | -                |   | Rechtman Intern Trucks  | P230760     |  |                   |  |             |  |
| B-30302 (formerly B-3303A)   | Bryan Park interior improvements   | 1,789.00        |                 |                  |                  |   |                         |             |  |                   |  |             |  |

CIP PROJECT: 311714  
 District 4 Neighborhood Quality of Life Improvements

Homeland Defense/Neighborhood Improvement Bond

| Appropriations                                 |   | Funding Sources: |                 | Total: \$        |                  | 3,880,302.00   |                          |             |
|--|---|------------------|-----------------|------------------|------------------|--|--------------------------|-------------|
| Homeland Defense/Neighborhood Improvement Bond |   | 3,880,302.00     |                 | 3,880,302.00     |                  |  |                          |             |
| B/Number                                       | Vendor/Description  | Allocation       | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor        | Req./P.O. # |
| B-30302 (formerly B-3303A)                     | Byran Park interior improvements  | 99,511.00        | 99,511.00       | 99,511.00        | -                | split funded with \$38,410 from CIP 331419 for a total of \$138,410 to CC Meeting March 11th, signed req on 6-1-04   | BazanJ Construction Corp | P044071     |
| B-30302 & B-30303                              | Byran Park interior improvements Administration Fees (2004)   | 8,408.00         | 8,408.00        | 8,408.00         | -                |  |                          | JE 28734    |
| B-30303  | Byran Park Signs  | 335.00           | 335.00          | 335.00           | -                |  | Image 2000               | P234672     |
| B-30303  | Byran Park ROW exterior improvements  | (55.59)          |                 |                  |                  | Total estimate is \$142,714; Additional \$100K identified in 341206. Signed BIF on 4/30/04.  |                          |             |
| B-30303  | Byran Park ROW exterior improvements  |                  |                 |                  |                  | split funded with \$98,263.11 in CIP 341206 for a total of \$125,676.00. Approved req on 12/19/06 for Balance of \$39,410.71 of PO 51378 not able to be converted in Oracle. (split \$34,395 in 311714 and \$5,015.71 in 341206 totalling \$39,410.71)   | TJ Pavement Corp         | P051378     |
| B-30303  | Byran Park ROW exterior improvements Administration Fees (2004)   | 7,651.00         | 7,651.00        | 7,651.00         | -                |  |                          | JE 28734    |
| B-30303  | Advertising   | 207.40           | 207.40          | 207.40           | -                | Inv #218386  | Diano Las Americas       | AD 11497    |
| B-30303  | Advertising   | 83.50            | 83.50           | 83.50            | -                | Inv #0044296604  | Daily Business Review    | AD 11497    |
| B-30303  | Advertising   | 411.69           | 411.69          | 411.69           | -                | Inv #06504660  | Miami Times              | AD 11497    |
| B-30303  | Testing   | 725.00           | 725.00          | 725.00           | -                |  | Atlantis Engineering     | P050356     |
| B-30006  | Shenandoah Traffic Study to provide engineering services for the preparation of a traffic calming plan            | 49,879.00        | 49,878.50       | 49,878.50        | -                | signed req on 6-1-04   | Marlin Engineering Inc.  | P044066     |
| B-30304  | Shenandoah Park Improvements  | 244,667.00       |                 |                  |                  | Split funded with \$1,350,000 in CIP 331419 (D4) for a total of \$1,594,967. signed PAF on 10-19-04 signed revised PAF 8-10-05; Split funded with \$1,350,000 in CIP 331419 (D4) and \$100,000 from contribution from Bayfront Park Mgmt Trust for a total of \$1,694,667. signed revised PAF 4/26/06. Split funded with \$1,350,000 in CIP 331419 (D4) and \$100,000 from contribution from Bayfront Park Mgmt also with \$10,085 in CIP 331371 and also with \$6,600 in CIP 331369 for a total of \$1,711,352.00 |                          |             |
| B-30338  | Curb Replacement- District 4  | 0.63             |                 |                  |                  |  |                          |             |
| B-30338  | Curb Replacement  | 241,453.57       | 241,453.57      | 241,453.57       | -                | signed req on 8-3-05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracts (JOC) contract #13-0304  | Alpine Construction Corp | P055839     |
| B-30338  | Curb Replacement- Professional services pertaining to the implementation of a job order contracting (JOC) system. | 3,621.80         | 3,621.80        | 3,621.80         | -                | signed req on 8-3-05; authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback (JOC) system contract #49-0001   | Alpine Construction Corp | P055837     |
| B-30338  | Curb Replacement-Administration Fees (2006)   | 4,829.00         | 4,829.00        | 4,829.00         | -                |  |                          | JE 33371    |
| B-30338  | Testing   | 100.00           | 100.00          | 100.00           | -                |  | Atlantis Engineering     | P060924     |
| B-30338  | Testing   | 600.00           | 600.00          | 600.00           | -                |  | Atlantis Engineering     | P062115     |

**CIP PROJECT: 311714**

**District 4 Neighborhood Quality of Life Improvements**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations   |   | Funding Sources |                 | Total: \$        |                  |                           |             |
|--|---|-----------------|-----------------|------------------|------------------|---------------------------|-------------|
| Homeland Defense/Neighborhood Improvement Bond   |   | 3,880,302.00    |                 | 3,880,302.00     |                  |                           |             |
| B/Number   | Vendor/Description  | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor         | Req./P.O. # |
| B-30338A   | Curb Replacement-PH 2   | 49,395.00       | 49,395.00       | 49,395.00        | -                | Metro Express             | P064365     |
| <p>signed PAF 5/16/06;<br/>signed revised PAF 7/26/06; split with \$150,605.00 in CIP 341206 for a total of \$200,000.00</p> <p>signed req on 8/3/06; authorized by Res #05-0290 dated 5/12/05<br/>City of Miami<br/>Job Order Contract (JOC)<br/>contract #K05-00328<br/>split with \$43,686.15 in CIP 341206 for a total of \$93,081.15.</p>                                       |   |                 |                 |                  |                  |                           |             |
| B-39906  | Flagami Traffic Calming improvements CANCEL   | -               | -               | -                | -                |                           |             |
| B-39907  | SW 22 Terr Improvements - Aston- Reimbursement for Road Improvement in the Public Right of Way along SW 22nd Terr between SW 29th & 31st Avenues. | 193,000.00      | 193,000.00      | 188,623.00       | 4,377.00         | Coral View L C            | P053333     |
| B-40661  | Increase curb contract for District 4   | 200,000.00      | 200,000.00      | 200,000.00       | -                | Metro Express             | P233360     |
| B-40646  | Shenandoah area concrete curbs (increase)   | -               | -               | -                | -                | Metro Express             | P239080     |
| B-40664  | Citywide Sidewalk Replacement Phase 24 - INCREASE- another INCREASE of 200,000.00 requested by Comm. Regalado per Tony Crapp's email to Stephanie | 300,000.00      | 300,000.00      | 300,000.00       | -                | MEF Construction          | P235489     |
| <p>DELETED THIS LINE OF PO FOR \$100,000 (SPLIT FUNDED WITH 341170 &amp; 341183)</p> <p>Ref Reso #03-1068 -tem will be scheduled for 3-11-04 CC mig - Ref Reso #04-0247</p>  |   |                 |                 |                  |                  |                           |             |
| B-40672  | Flagami Neighborhood Traffic Calming Improvements - PH I  | 595,666.00      | 595,666.00      | 595,666.00       | 0.00             | CW Construction           | P061372     |
| <p>signed req on 1/6/06; split with \$38,742.68 in CIP 341206 for a total of \$634,408.68 authorized by Res #05-0290 dated 5/12/05.<br/>Job Order Contracts (JOC)<br/>Horizontal A</p>   |   |                 |                 |                  |                  |                           |             |
| B-40698  | SW 16 Terrace Road Reconstruction Project, PH II  | 1,033,634.00    | 1,033,634.00    | 1,033,634.00     | 0.00             | Alpine Construction       | P061081     |
| <p>signed revised PAF 5/16/06; split with \$431,671.00 in CIP 341206 and \$10,000 in CIP 341330 for a total of \$1,037,337.00</p> <p>signed revised PAF 7-7-05; split funded with \$76,634.00 in CIP 341206 and with \$412,010 in CIP 341330 for a total of \$1,550,144</p> <p>signed req on 12-15-05; split funded with \$57,231.46 in CIP 341330 for a total of \$1,090,865.46</p> |   |                 |                 |                  |                  |                           |             |
| B-40698  | SW 16 Terrace Road Reconstruction-Administration Fees (2005)  | 27,866.00       | 27,866.00       | 27,866.00        | -                |                           | JE 31922    |
| B-50699  | 4 new catch basins & two new manholes (SW 11 Street Between SW 27th & 29th Ave)   | 0.10            | -               | -                | -                |                           |             |
| B-50699  | 4 new catch basins & two new manholes (SW 11 Street Between SW 27th & 29th Ave)   | 91,208.40       | 91,208.40       | 91,208.40        | -                | T.J Pavement Corp         | P041535     |
| <p>Approved by Commissioner Regalado's Office On 5-21-03. Increased from \$30K to \$85K. Per Juan Ordonez. Increased again to \$94,281 per Maria; pocket item on 2-12-04 to increase contract by \$8,000.</p>  |   |                 |                 |                  |                  |                           |             |
| B-50699  | 4 new catch basins & two new manholes (SW 11 Street Between SW 27th & 29th Ave)   | 8,219.00        | 8,219.00        | 8,219.00         | -                |                           | JE 28734    |
| B-50699  | Topographical survey of SW 11 Street between SW 27th & 29th Ave   | 4,569.00        | 4,569.00        | 4,569.00         | -                | F. R. Aleman & Associates | P235619     |

CIP PROJECT: 311714 Homeland Defense/Neighborhood Improvement Bond

District 4 Neighborhood Quality of Life Improvements

| Appropriations                                 |                                    | Contract Amount                          |                 | Payments to Date |                  | Contract Balance               |               | Comments   |  | Contractor/Vendor |  | Req./P.O. #  |  |  |  |
|--|------------------------------------|--|-----------------|------------------|------------------|--------------------------------|---------------|--|--|-------------------|--|--------------|--|--|--|
| B/Number                                       | Vendor/Description                 | Allocation                               | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor              | Req./P.O. #   |  |  |                   |  |              |  |  |  |
| Funding Sources:                               |                                    |  |                 |                  |                  |                                |               |  |  |                   |  |              |  |  |  |
| Homeland Defense/Neighborhood Improvement Bond |                                    |  |                 |                  |                  |                                |               |  |  |                   |  | 3,880,302.00 |  |  |  |
| Total: \$                                      |                                    |  |                 |                  |                  |                                |               |  |  |                   |  | 3,880,302.00 |  |  |  |
| Expenditures                                   |                                    |  |                 |                  |                  |                                |               |  |  |                   |  |              |  |  |  |
| B-50699  | Advertising                        | 219.80                                   | 219.80          | 219.80           | -                | Miami Times                    | Inv #6502323  |  |  |                   |  |              |  |  |  |
| B-50699  | Advertising                        | 70.00                                    | 70.00           | 70.00            | -                | Diano Business Review          | Inv #38963305 |  |  |                   |  |              |  |  |  |
| B-50699  | Advertising                        | 188.70                                   | 188.70          | 188.70           | -                | Diano Las Americas             | Inv #215976   |  |  |                   |  |              |  |  |  |
| B-50699  | Testing                            | 325.00                                   | 325.00          | 325.00           | -                | Atlantis Engineering & Testing | Inv #8283     |  |  |                   |  | P042181      |  |  |  |
| B-50699  | Testing                            | 475.00                                   | 475.00          | 475.00           | -                | Atlantis Engineering & Testing | Inv #8279     |  |  |                   |  | P042137      |  |  |  |
| B-50699  | Testing                            | 90.00                                    | 90.00           | 90.00            | -                | Atlantis Engineering & Testing | Inv #8319     |  |  |                   |  | P042690      |  |  |  |
| Totals:  |                                    | 3,780,301.17                             | 3,262,504.03    | 3,258,127.03     | 4,377.00         |                                |               |  |  |                   |  |              |  |  |  |
| 09/30/06                                       |                                    | Balance of Appropriations: \$ 100,000.83 |                 | \$ 617,797.97    |                  |                                |               |  |  |                   |  |              |  |  |  |
| Run Date of                                    |                                    | 10/26/2006                               |                 |                  |                  |                                |               |  |  |                   |  |              |  |  |  |
| NOT ABOVE                                      |                                    |  |                 |                  |                  |                                |               |  |  |                   |  |              |  |  |  |
| B-30339  | WEST LITTLE HAVANA TRAFFIC CALMING |  |                 |                  |                  |                                |               | Per Roger, will not need all of this amount; move \$148K to B-40672 -  |  |                   |  |              |  |  |  |
|  | <b>CANCELLED</b>                   |  |                 |                  |                  |                                |               | This B# was cancelled - Moved total funding of \$130,000.00 to B-30235A (\$100,000.00) and B-30235 (\$30,000.00) |  |                   |  |              |  |  |  |
| B-39905  | DISTRICT 4 QOL BALANCE             |  |                 |                  |                  |                                |               | moved all \$347,666 to B-40672 - Amt. of \$210,000.00 will be added in Series 2.                                 |  |                   |  |              |  |  |  |
| TOTAL:   |                                    | \$                                       | \$              | \$               | \$               |                                |               |  |  |                   |  |              |  |  |  |



**CIP PROJECT: 311715 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations   |  | Contract Amount |                 | Payments to Date |                  | Contract Balance      |            | Comments |  | Contractor/Vendor |  | Req./P.O.# |  |
|--|--|-----------------|-----------------|------------------|------------------|-----------------------|------------|----------|--|-------------------|--|------------|--|
| B/Number   | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor     | Req./P.O.# |          |  |                   |  |            |  |
| Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>Total: \$ 4,097,119.00 |  |                 |                 |                  |                  |                       |            |          |  |                   |  |            |  |
| B-40665  | Brenwood Village area ROW improve ADDITIONAL FUNDING FROM 2ND SERIES (\$876,382)   | 86,223.00       | 86,223.00       | 63,513.05        | 22,709.95        | H.J. Ross             | P235146    |          |  |                   |  |            |  |
| B-40665  | Prof General Engineering Svcs to provide the design and final approval plans for drainage and highway improvements of the Brenwood Community                                 | 35,000.00       | 35,000.00       | 35,000.00        | -                | Florida Power & Light | DP567066   |          |  |                   |  |            |  |
| B-40665  | Adv Eng Birtwood Vlg   | 1,896.00        | 1,896.00        | 1,896.00         | -                | Daily Business Review | AD 11466   |          |  |                   |  |            |  |
| B-40665  | Advertising  | 72.40           | 72.40           | 72.40            | -                | Miami Times           | AD 11466   |          |  |                   |  |            |  |
| B-40665  | Advertising  | 229.70          | 229.70          | 229.70           | -                | Diano Las Americas    | AD 11466   |          |  |                   |  |            |  |
| B-40665  | Advertising  | 197.20          | 197.20          | 197.20           | -                |                       |            |          |  |                   |  |            |  |
| B-60493  | Lemon City Park matching funds   | -               | -               | -                | -                |                       |            |          |  |                   |  |            |  |
| B-60493  | Lemon City Park Security/Basketball Lighting Administration Fees (2004)  | 5,846.00        | 5,846.00        | 5,846.00         | -                |                       | JE 28734   |          |  |                   |  |            |  |
| B-30198  | Little Haiti Freedom Garden- Bronze plaque   | 3,495.00        | 3,495.00        | 3,495.00         | -                | Concepts in Bronze    | P053982    |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project  | -               | -               | -                | -                |                       |            |          |  |                   |  |            |  |
| B-30299  | For Asbestos consulting /BID Services pertaining to the Black Police Precinct & Museum Restoration Project   | 750.00          | 750.00          | 750.00           | -                |                       | P044469    |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project - Additional work per responses to RFIs (New Stage & Accessibility Ramp)                             | 45,985.90       | 45,985.90       | 41,748.65        | 4,237.25         |                       | P054894    |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Museum Restoration to further process the plans  | 165.00          | 165.00          | 165.00           | -                |                       | DP 92340   |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project - Construction of New Elevator Enclosure. Renovation of 2nd story structure.                         | 89,886.80       | 89,886.80       | 89,886.80        | -                |                       | P051449    |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project - Professional Services - Construction of New Elevator Enclosure. Renovation of 2nd story structure. | 55,484.48       | 55,484.48       | 55,484.48        | -                |                       | P051445    |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project  | 24.00           | 24.00           | 24.00            | -                |                       | JE 30235   |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project- Additional work per responses to RFIs (New Stage & Accessibility Ramp)                              | 689.79          | 689.79          | 689.79           | -                |                       | P054883    |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct & Museum Restoration- Administration Fees (2005)   | 15,671.00       | 15,671.00       | 15,671.00        | -                |                       | JE 31922   |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project-Administration Fees (2006)   | 25,624.00       | 25,624.00       | 25,624.00        | -                |                       | JE 33371   |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project- Demolition of Underground Utilities, new piping, roof repair, and new parapet at the roof.          | 69,087.68       | 69,087.68       | 67,246.68        | 1,841.00         |                       | P062901    |          |  |                   |  |            |  |
| B-30299  | Black Police Precinct Station and Courthouse Museum Restoration Project-Professional services pertaining to the implementation of a Job order contracting (JOC) System       | 1,036.32        | 1,036.32        | 1,036.32         | -                |                       | P062901    |          |  |                   |  |            |  |

**CIP PROJECT: 311715 Homeland Defense/Neighborhood Improvement Bond**

**District 5 Neighborhood Quality of Life Improvements**

| Appropriations                                 |            | Expenditures    |                     | Total            |                                 | Total   |             |
|--|------------|-----------------|---------------------|------------------|---------------------------------|---|-------------|
| Funding Source:                                | Allocation | Contract Amount | Payments to Date    | Contract Balance | Contractor/Vendor               | Comments  | Req./P.O. # |
| Homeland Defense/Neighborhood Improvement Bond | 111,395.00 |                 |                     |                  |                                 |   |             |
|  |            |                 | 4,097,119.00        |                  |                                 |   |             |
|  |            |                 | <b>4,097,119.00</b> |                  |                                 |   |             |
| B-30305  | 101,952.69 |                 |                     |                  |                                 | signed PAF on 11/22/06; Award 1087  |             |
| B-30305  | 7,772.16   | 7,772.16        | 7,772.16            |                  | Gordian Group                   | signed revised PAF 8-11-05; split funded with SNPB \$168,171 and with \$1,021,450 in CIP 331419 (D5) for a total of \$1,492,000.00  | P064767     |
| B-30305  | 171,663.15 | 171,663.15      |                     | 171,663.15       | F & L Construction              | signed revised PAF 6/5/06; split funded with SNPB \$192,029 in CIP 331341 and with \$1,227,335.00 in CIP 331419 (D5) for a total of \$1,721,743.00  | P064763     |
| B-30305  | 12,388.00  | 12,388.00       | 12,388.00           |                  | Miami Dade County Water & Sewer | signed req on 9/8/06; Authorized by Res #04-0515 dated 7/29/04.   | DP 99989    |
| B-30305  | 2,600.00   |                 |                     |                  | Rizo Carreno & Partners         | City of Miami Beach Piggyback establishment of a job order contracting (JOC) System Contract #49-0001   | R4108       |
| B-30305  | 6,003.00   |                 |                     |                  | Hewitt-Kier Construction        | signed req on 9/8/06; authorized by Res #04-0516 dated 7/29/04.   | P063171     |
| B-30392  | 10,553.08  |                 |                     |                  | Gordian Group                   | City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04.   | P063168     |
| B-30392  | 63,949.67  | 63,949.67       |                     | 63,949.67        |                                 | split with \$346,480.96 in CIP 331419 (D5) for a total of \$518,144.11.   |             |
| B-35908  | 2,236.50   |                 |                     |                  |                                 | approved req on 1/22/07   |             |
| B-35908  | 959.25     | 959.25          | 959.25              |                  |                                 | signed DP 12/29/06  |             |
| B-35908  | 3,200.00   | 3,200.00        | 3,200.00            |                  |                                 | approved req on 1/22/07   |             |
| B-35908  | 3,200.00   | 3,200.00        | 3,200.00            |                  |                                 | signed PAF on 3-27-06   |             |
| B-35908  | 2,236.50   |                 |                     |                  |                                 | signed req on 5/16/06;  |             |
| B-35908  | 959.25     | 959.25          |                     |                  |                                 | City of Miami JOC contract Horizontal A   |             |
| B-35908  | 3,200.00   | 3,200.00        | 3,200.00            |                  |                                 | signed req on 5/16/06; Authorized by Res #04-0515 dated 7/29/04.  |             |
| B-35908  | 2,236.50   |                 |                     |                  |                                 | City of Miami Beach Piggyback establishment of a job order contracting (JOC) System Contract #49-0001   |             |
| B-35908  | 959.25     | 959.25          | 959.25              |                  |                                 | signed PAF on 11-10-04; split funded with \$30,000.00 from D5 Neighborhood Parks in CIP 331419; \$5,000.00 in CIP 341126 and \$7,500.00 from Miami-Dade Empowerment Zone Fund not CIP, for a total of \$45,700.00 |             |
| B-35908  | 3,200.00   | 3,200.00        | 3,200.00            |                  |                                 | signed revised PAF on 2-7-05 to add split funded with \$9,723 in CIP 341183 for revised total of \$65,423.00  |             |
| B-35908  | 3,200.00   | 3,200.00        | 3,200.00            |                  |                                 | signed revised PAF on 2-22-05 to add \$2,400.00 to CIP 331419 D5 Neighborhood Parks for a revised total of \$67,423.00  |             |
| B-35908  | 3,200.00   | 3,200.00        | 3,200.00            |                  | F. H. Paschen, SN Nielsen       |   | P051448     |

**CIP PROJECT: 311715 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations |  | Funding Sources |                 | Total: \$        |                  | Contract Amount |                 | Payments to Date |                  | Contract Balance |                 | Comments         |                  | Contractor/Vendor   |                               | Req./P.O. # |  |
|----------------|--|-----------------|-----------------|------------------|------------------|-----------------|-----------------|------------------|------------------|------------------|-----------------|------------------|------------------|---|-------------------------------|-------------|--|
| B/Number       | Vendor/Description   | Allocation      | Contract Amount | Payments to Date | Contract Balance | Allocation      | Contract Amount | Payments to Date | Contract Balance | Allocation       | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor             | Req./P.O. # |  |
| B-35908        | Belafonte Tacoloy Park Site Improvements   | 30,751.23       | 30,751.23       | 30,751.23        | -                | 30,751.23       | 30,751.23       | 30,751.23        | -                | 30,751.23        | 30,751.23       | 30,751.23        | -                | signed req 2-15-05; authorized by Res #04-0516 dated 7-29-04<br>City of Miami Beach Job Order Contracts (JOC) Contract No. 14-03/04<br>Overpayment due to decrease in F.H. Paschen Contract by \$2,202.76   | F. H. Paschen, SN Nielsen     | P052729     |  |
| B-35908        | Miscellaneous receipts   | (33.04)         | (33.04)         | (33.04)          | -                | (33.04)         | (33.04)         | (33.04)          | -                | (33.04)          | (33.04)         | (33.04)          | -                | signed req 2-15-05; authorized by Res #04-0515 dated 7-29-04<br>City of Miami Beach Piggyback (JOC) System Contract #49-00/01   | The Gordian Group             | P052725     |  |
| B-35908        | Professional Services pertaining to the implementation of a Job Order Contracting (JOC) system for Belafonte Tacoloy Park Site Improvements    | 494.31          | 494.31          | 494.31           | -                | 494.31          | 494.31          | 494.31           | -                | 494.31           | 494.31          | 494.31           | -                | Signed PAF 2-11-05; signed revised PAF 7-22-05; split funded with \$1,204,564 in CIP 331419 (D5) and \$164,100 in CIP 331070 SNPB for a total of \$1,890,493  |                               |             |  |
| B-35889        | Athalle Range Park Swimming Pool Improvements  | 34,540.73       | 34,540.73       | 34,540.73        | -                | 34,540.73       | 34,540.73       | 34,540.73        | -                | 34,540.73        | 34,540.73       | 34,540.73        | -                | signed req 11-7-05; split with \$1,069,564.00 in CIP 331419 (D5) for a total of \$1,229,548.53<br>authorized by Res #05-0290 dated 5/12/05<br>Job Order Contracts (JOC) Vertical contract #K-0500328  | BMA Construction              | P060684     |  |
| B-35889        | Athalle Range Park Swimming Pool Improvements  | 159,984.53      | 159,984.53      | 159,984.53       | -                | 159,984.53      | 159,984.53      | 159,984.53       | -                | 159,984.53       | 159,984.53      | 159,984.53       | -                | signed req 11-7-05; split with \$1,069,564.00 in CIP 331419 (D5) for a total of \$1,229,548.53<br>authorized by Res #05-0290 dated 5/12/05<br>Job Order Contracts (JOC) Vertical contract #K-0500328  | BMA Construction              | P060684     |  |
| B-35889        | Athalle Range Park Swimming Pool Improvements plus \$3663.27 increase for modification of construction documents                               | 201,236.74      | 174,300.13      | 134,925.17       | 39,374.96        | 201,236.74      | 174,300.13      | 134,925.17       | 39,374.96        | 201,236.74       | 174,300.13      | 134,925.17       | 39,374.96        | signed req 2-28-05; Ref. PSA (contract #K-0400236) signed change order on 6-20-05<br>signed change order on 8/16/06   | Bermello Ajami Partners, Inc. | P052844     |  |
| B-35889        | Athalle Range Park Swimming Pool Improvements- Administration Fees (2005)  | 40,500.00       | 40,500.00       | 40,500.00        | -                | 40,500.00       | 40,500.00       | 40,500.00        | -                | 40,500.00        | 40,500.00       | 40,500.00        | -                | signed req on 6/2/06  | Atlantis Engineering          | JE 31922    |  |
| B-35889        | Testing  | 100.00          | 100.00          | 100.00           | -                | 100.00          | 100.00          | 100.00           | -                | 100.00           | 100.00          | 100.00           | -                | signed req on 6/2/06  | Atlantis Engineering          | P063346     |  |
| B-35889        | Testing  | 100.00          | 100.00          | 100.00           | -                | 100.00          | 100.00          | 100.00           | -                | 100.00           | 100.00          | 100.00           | -                | signed req on 6/7/06  | Atlantis Engineering          | P063397     |  |
| B-35889A       | Athalle Range Park Pool Improvements   | 17,006.44       | 17,006.44       | 17,006.44        | -                | 17,006.44       | 17,006.44       | 17,006.44        | -                | 17,006.44        | 17,006.44       | 17,006.44        | -                | approved req on 1/3/07; split with \$71,843.43 (award 1058) in CIP 331419 for a total of \$138,132.01   | BMA Construction              | R3606       |  |
| B-35889A       | Athalle Range Park Swimming Pool Improvements- plumbing and pool sub base repairs  | 66,288.58       | 66,288.58       | 66,288.58        | -                | 66,288.58       | 66,288.58       | 66,288.58        | -                | 66,288.58        | 66,288.58       | 66,288.58        | -                | approved req on 1/22/07;  | The Gordian Group             | R4098       |  |
| B-35889A       | Athalle Range Park Swimming Pool Improvements - Professional Services pertaining to the implementation of a Job Order Contracting (JOC) system | 2,071.98        | 2,071.98        | 2,071.98         | -                | 2,071.98        | 2,071.98        | 2,071.98         | -                | 2,071.98         | 2,071.98        | 2,071.98         | -                | authorized by Res #04-0515 dated 7-29-04<br>City of Miami Beach Piggyback (JOC) System Contract #49-00/01   | The Gordian Group             | R4098       |  |
| B-30204        | Model City Beautification  | 374,538.00      | 374,538.00      | 374,538.00       | -                | 374,538.00      | 374,538.00      | 374,538.00       | -                | 374,538.00       | 374,538.00      | 374,538.00       | -                | signed req. 2-22-05; Broward County Piggyback contract #H-9-03-242-B1 Ref. res #04-0745 dated 11/18/04<br><b>CHANGE ORDER DONE 4/3/06 TO CLOSE PO (\$400,628.50)</b>  | Weekly Asphalt Paving, Inc    | P052769     |  |
| B-40699        | Repair, maintenance & installation of Roadway Systems for Model City Beautification ON HOLD  |                 |                 |                  |                  |                 |                 |                  |                  |                  |                 |                  |                  |   |                               |             |  |
| B-40699        | Buena Vista Heights  | 1,098,380.97    | 1,098,380.97    | 1,098,380.97     | -                | 1,098,380.97    | 1,098,380.97    | 1,098,380.97     | -                | 1,098,380.97     | 1,098,380.97    | 1,098,380.97     | -                | signed revised PAF 4-8-05; split funded with \$150,000 in CIP 341330, \$151,753 in CIP 341183 and \$3,631,857 2005 Street Bonds Program (2006-2006) for a total of \$5,261,780<br>signed a revised PAF 7-21-05; split funded with \$151,753 in CIP 341183 for a total of \$2,379,923.00 |                               |             |  |
| B-40699        | Buena Vista Heights PH I- Administration Fees (2005)   | 44,855.00       | 44,855.00       | 44,855.00        | -                | 44,855.00       | 44,855.00       | 44,855.00        | -                | 44,855.00        | 44,855.00       | 44,855.00        | -                | signed req on 12/20/05; Ref PSA and Reso #04-0792   | Marlin Engineering            | JE 31922    |  |
| B-40699        | Buena Vista Heights- ph I -For construction, engineering and observation services  | 100,273.30      | 100,273.30      | 75,204.75        | 25,068.55        | 100,273.30      | 100,273.30      | 75,204.75        | 25,068.55        | 100,273.30       | 100,273.30      | 75,204.75        | 25,068.55        |   | Bermello Ajami Partners, Inc. | P061168     |  |
| B-40699        | Buena Vista Heights  | 97,945.12       | 97,945.12       | 97,945.12        | 97,945.12        | 97,945.12       | 97,945.12       | 97,945.12        | 97,945.12        | 97,945.12        | 97,945.12       | 97,945.12        | 97,945.12        |   | Bermello Ajami Partners, Inc. | P060920     |  |

| CIP PROJECT: 311715                                  |   |              |                 |                  |                  |  |                   |            |                        |
|--|---|--------------|-----------------|------------------|------------------|--|-------------------|------------|------------------------|
| District 5 Neighborhood Quality of Life Improvements |   |              |                 |                  |                  |  |                   |            |                        |
| Homeland Defense/Neighborhood Improvement Bond       |   |              |                 |                  |                  |  |                   |            |                        |
| Appropriations                                       |   |              |                 |                  |                  |  |                   |            |                        |
| Funding Sources:                                     |   |              |                 |                  |                  |  |                   |            |                        |
| Homeland Defense/Neighborhood Improvement Bond       |   |              |                 |                  |                  |  |                   |            |                        |
|  |   |              |                 |                  |                  |  |                   |            | Total: \$ 4,097,119.00 |
| Expenditures   |   |              |                 |                  |                  |  |                   |            |                        |
| B/Number   | Vendor/Description  | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor | Reg./P.O.# |                        |
| B-40699  | Buena Vista Heights PH I  | 695,356.81   | 695,356.81      | 662,669.48       | 32,687.33        | signed req on 4/3/06; Authorized by Res #05-0290 Job Order Contracts (JOC) - Horizontal- (Contract #K-05-00328)  | Acosta Tractors   | P062566    |                        |
| B-40699  | Buena Vista Heights PH I  | 10,430.35    | 10,430.35       | 10,430.35        | -                | signed req on 4/11/06; Authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback (JOC) System Contract #49-00/01   | Gordian Group     | P062558    |                        |
| B-40699  | Buena Vista Heights PH I- change of funding   | 52,338.41    | 52,338.41       | 52,338.41        | -                |  |                   | JE 34142   |                        |
| B-40699  | Buena Vista Heights PH I additional drainage structure  | 68,539.49    | 68,539.49       | 68,539.49        | -                | signed req on 8/3/06; Authorized by Res #05-0290 Job Order Contracts (JOC) - Horizontal  | Acosta Tractors   | P064256    |                        |
| B-40699  | Buena Vista Heights PH I - Professional services pertaining to the implementation of a Job order contracting (JOC) System | 1,028.09     | 1,028.09        | 1,028.09         | -                | signed req on 8/3/06; Authorized by Res #04-0515 dated 7/29/04. City of Miami Beach Piggyback establishment of a job order contracting (JOC) System Contract #49-00/01 | Gordian Group     | P064368    |                        |
| B-40699  | Buena Vista Heights PH I - Professional services pertaining to the implementation of a Job order contracting (JOC) System | 339.39       | 339.39          |                  |                  | approved req on 12/19/06   | Gordian Group     | R3107      |                        |
| B-40699  | Buena Vista Heights PH I  | 22,625.80    | 22,625.80       |                  |                  | approved req on 12/19/06   | Acosta Tractors   | R3105      |                        |
| B-40699  | Buena Vista Heights PH I -to furnish & install additional trees, typ4 D curb & sidewalks                                  | 35,524.40    | 35,524.40       |                  |                  | approved req on 12/19/06   | Acosta Tractors   | R3112      |                        |
| B-40699  | Buena Vista Heights PH I - Professional services pertaining to the implementation of a Job order contracting (JOC) System | 532.87       | 532.87          |                  |                  | approved req on 12/19/06   | Gordian Group     | R3117      |                        |
| B-40703  | West Model City/Floral Park - FUNDED WITH CDBG  | -            | -               | -                | -                | signed PAF 3-25-05;  |                   |            |                        |
| Totals:  |   | 4,087,786.27 | 2,173,900.23    | 1,714,423.25     | 459,476.98       |  |                   |            |                        |
| 09/30/06   | Balance of Appropriations:  | \$9,332.73   | \$ 1,923,218.77 |                  |                  |  |                   |            |                        |
| Run Date of 10/26/2006                               |   |              |                 |                  |                  |  |                   |            |                        |
| NOT ABOVE:   |   |              |                 |                  |                  |  |                   |            |                        |
| B-39904  | DISTRICT 5 QOL BALANCE  | \$ 9,332.00  |                 |                  |                  |  |                   |            |                        |
| TOTAL:   |   | \$ 9,332.00  |                 |                  |                  |  |                   |            |                        |

CIP PROJECT: 341211 Homeland Defense/Neighborhood Improvement Bond

| Greenways Improvements  |  |              |                 |                  |                  |   |
|---|--|--------------|-----------------|------------------|------------------|---|
| B/Number  | Vendor/Description   | Allocation   | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor   |
| <b>Appropriations</b><br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond 1,600,834.00<br>Florida Department of Transportation Grant 2,000,000.00<br>Total: \$ 3,602,834.00 |  |              |                 |                  |                  |   |
| <b>Expenditures</b>   |  |              |                 |                  |                  |   |
| B-30227   | Miami River Greenway-Other   | 69,090.00    |                 |                  |                  |   |
| B-40643A  | North Spring Garden Greenway swapped \$100,200 to 2nd series   | 8,941.00     |                 |                  |                  |   |
| B-40643A  | North Spring Garden Greenway-Administration Fees (2006)  | 54,000.00    | 54,000.00       | 54,000.00        |                  | signed PAF on 7/20/06. Split with \$325,000 in CIP 341330 and \$1,000,000.00 NON-HOMELAND for a total of \$1,505,000  |
| B-40643A  | North Spring Garden Greenway- for additional topographic & DTM Survey of easment located with Sung Harbor Condo. Property & 30 additional utility test holes.                              | 12,150.00    |                 |                  |                  | signed change order 12/19/06 to increase Gems PO 061755 converted in Oracle with Homeland   |
| B-40643A  | North Spring Garden Greenway   | 4,709.00     |                 |                  |                  | signed DP 3/2/07  |
| B-40643A  | North Spring Garden Greenway (1,000,000) NON - HOMELAND  |              |                 |                  |                  | signed PAF on 7/20/06. Split with \$325,000 in CIP 341330 and \$180,000 HD for a total of \$1,505,000   |
| B-40685   | matching funds for Miami Circle greenway (25,000.00)   |              |                 |                  |                  | Matching for Miami River Commission \$100K grant  |
| B-40685   | Miami River Greenway Regulatory Guidelines   | 74,863.00    | 74,863.00       | 70,564.01        | 4,298.99         | signed PAF on 7-16-04<br>Ref contract #K-0400444  |
| B-40686   | Miami River Greenways/Streetscape Segment D swapped \$296,966 to 2nd series  | 181,250.00   |                 |                  |                  | Split with \$1,000,000.00 FDOT - NON HOMELAND for a total of \$1,478,216.   |
| B-40686   | Miami River Greenways/Streetscape Segment D NON-HOMELAND   | 1,000,000.00 |                 |                  |                  | split with #478,216 HD for a total of \$1,478,216   |
| B-40707   | Greenway segment near NeoLofts SW 1 St. & Flagler  | 12,867.10    | 12,867.10       | 12,867.10        |                  | additional funding from FDOT?? Signed PAF 10-19-04  |
| B-40707   | Miami River Greenways - Segment E1   | 241,345.74   | 241,345.74      | 241,345.74       |                  | signed revised PAF 3-14-05; split funded with \$10,000.00 in CIP 341330 for a total of \$348,720<br>Split with \$251,27.85 in CIP341330 for a total of \$37,984.95<br>signed req 2-15-05; authorized by Res #04-0516 dated 7-29-04.<br>City of Miami Beach Job Order Contracts (JOC), Contract No. 14-03/04 |
| B-40707   | Professional Services pertaining to the implementation of a Job Order Contracting (JOC) System   | 3,620.19     | 3,620.19        | 3,620.19         |                  | signed req 2-15-05; authorized by Res #04-0515 dated 7-29-04.<br>City of Miami Beach Piggyback JOC System Contract No. 49-00/01   |
| B-40707   | Miami River Greenways - Segment E1 - Professional services pertaining to the implementation of a Job Order Contracting (JOC) system  | 641.34       | 641.34          | 641.34           |                  | signed req on 9-6-05; Authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback JOC System Contract #49-00/01  |
| B-40707   | Miami River Greenways - Segment E1- Remove and Dispose of concrete -add color cure to color cure to colored concrete sidewalks, install #8 stone aggregate fill, adjust 2 FP & L manholes. | 42,756.13    | 42,756.13       | 42,756.13        |                  | signed req on 9-6-05; Authorized by Res #04-0516 dated 7/29/04 and Res #04-0699 dated 10/28/04<br>City of Miami Beach JOB Order Contracts (JOC), Contract #14-03/04   |
| B-40707   | Printing Services  | 54.00        | 54.00           | 54.00            |                  | Inv #s 9919, 9920, 9924   |
| B-40707   | Testing  | 802.50       | 802.50          | 802.50           |                  | Atlantis Engineering  |
| B-40707   | For binding cost calculation to install a new underground decorative street lighting system for Segment E1   | 29,393.00    | 29,393.00       | 29,393.00        |                  | Florida Power & Light   |
| B-40707   | Miami River Greenways - Segment E1-Administration Fees (2005)  | 7,240.00     | 7,240.00        | 7,240.00         |                  |   |
| B-40684   | Deposit-SW SO Rvr Dr Impr Proj   | 518.00       | 518.00          | 518.00           |                  | Florida Power & Light   |

**CIP PROJECT: 341211**

**Greenways Improvements**

| Appropriations                             |   | Homeland Defense/Neighborhood Improvement Bond |                 |                  |                  |   |                           |            |  |  |  |  |  |  |  |
|--|---|--|-----------------|------------------|------------------|---|---------------------------|------------|--|--|--|--|--|--|--|
| Funding Sources:                           |   | Homeland Defense/Neighborhood Improvement Bond |                 |                  |                  |   |                           |            |  |  |  |  |  |  |  |
| Florida Department of Transportation Grant |   |  |                 |                  |                  |   |                           |            |  |  |  |  |  |  |  |
|  |   | 1,602,834.00                                   |                 |                  |                  |   |                           |            |  |  |  |  |  |  |  |
|  |   | 2,000,000.00                                   |                 |                  |                  |   |                           |            |  |  |  |  |  |  |  |
|  |   | <b>Total: \$ 3,602,834.00</b>                  |                 |                  |                  |   |                           |            |  |  |  |  |  |  |  |
| B/Number                                   | Vendor/Description  | Allocation                                     | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor         | Reg./P.O.# |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenways - Segment "A"   | -  | -               | -                | -                | signed PAF on 3-14-05; split funded with \$675,000 in CIP 322064 for a total of \$875,370<br>signed revised PAF on 5/16/06; split funded with \$675,000 in CIP 322064 and with \$60,000 in CIP 341330 for a total of \$935,370  | Florida Power & Light     | DP92326    |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenway Streetscape Project Seg "A"  | 1,095.00                                       | 1,095.00        | 1,095.00         | -                | signed req 4-1-05; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contracts (JOC) contract no. #14-03/04 split funded with \$619,000 in CIP 322064 for a total of \$651,928.00  | F H Paschen, SN Nielsen   | P053383    |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenways - Segment "A"   | 32,928.00                                      | 32,928.00       | 32,927.99        | 0.01             |   |                           |            |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenways - Segment "A" - Professional Services                             | 9,778.92                                       | 9,778.92        | 9,778.92         | -                | signed req 4-1-05; authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contracts (JOC) contract no. #49-00/01  | The Gordian Group         | P053379    |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenways - Segment "A" - For Professional Landscape Architectural Services | 56,000.00                                      | 56,000.00       | 27,852.30        | 28,147.70        | signed req on 8-3-05;<br>Ref PSA (contract #K-0400444)  | Kinley-Horn & Associates  | P055743    |  |  |  |  |  |  |  |
| B-40690                                    | Printing Services   | 54.00  | 54.00           | 54.00            | -                |   |                           | JE50797    |  |  |  |  |  |  |  |
| B-40690                                    | Printing Services   | 219.00   | 219.00          | 219.00           | -                |   |                           | JE30235    |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenways - Segment "A" - Administration Fees (2005)                        | 19,558.00                                      | 19,558.00       | 19,558.00        | -                |   |                           |            |  |  |  |  |  |  |  |
| B-40690                                    | Testing   | 100.00   | 100.00          | 100.00           | -                | signed req on 1/4/06  | Atlantis Engineering      | P061346    |  |  |  |  |  |  |  |
| B-40690                                    | Testing   | 160.00   | 160.00          | 160.00           | -                | signed req on 2/14/06   | Atlantis Engineering      | P061711    |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenways - Segment "A" - construction, engineering & observation services  | 44,893.50                                      | 44,893.50       | 44,893.50        | -                | signed req on 3/2/06; Ref PSA and Reso #04-0729 and contract #K0401083.<br>Horizontal   | Consult-Tech Construction | R072832    |  |  |  |  |  |  |  |
| B-40690                                    | Miami River Greenways - Segment "A" - to resolve engineering conflicts.                 | 35,583.58                                      | 35,583.58       | 35,583.58        | -                | signed req on 6/9/06; authorized by Res #04-0516 dated 7/29/04.<br>City of Miami Beach Piggyback Job Order Contracts (JOC) #14-03/04  | FHP Tectonics Corp        | P063392    |  |  |  |  |  |  |  |
| B-40691                                    | Miami River Greenways - Segment B-<br><b>NON HOMELAND</b>                               | -  | -               | -                | -                |   |                           |            |  |  |  |  |  |  |  |
| B-40691                                    | Miami River Greenways - Segment B   | 21,764.00                                      | 21,764.00       | -                | -                | signed revised PAF 4-19-05; split funded with \$150,000.00 in CIP 341330 and \$500,000. for FDOT Transportation Enhancement Program (2005-2006) for a total of \$722,450.00<br>signed revised PAF 7-8-05; split funded with \$464,688 in CIP 341330; for a total of \$1,037,138 |                           |            |  |  |  |  |  |  |  |

CIP PROJECT: 341211 Homeland Defense/Neighborhood Improvement Bond

| Greenways Improvements  |  | Contract Amount |                 | Payments to Date |                  | Contract Balance   |                           | Contractor/Vendor |  | Req./P.O. # |  |
|---|--|-----------------|-----------------|------------------|------------------|--|---------------------------|-------------------|--|-------------|--|
| B/Number  | Expenditures Vendor/Description                              | Allocation      | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor         | Req./P.O. #       |  |             |  |
| <b>Appropriations</b><br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>Florida Department of Transportation Grant<br>1,602,834.00<br>2,000,000.00<br>Total: \$ 3,602,834.00 |  |                 |                 |                  |                  |  |                           |                   |  |             |  |
| B-40691   | Miami River Greenways - Segment B-                           | 27,455.00       | 27,455.00       |                  | 27,455.00        | signed req on 8-3-05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracts (JOC) #14-03/04 split funded with \$27,455.00 Homeland Funds, \$500,000.00 FDOT Funds and \$212,033.08 Parking Surcharge Funds in CIP 341330 for a total of \$739,488.08 | F. H. Paschen, SN Nielsen | P055796           |  |             |  |
| B-40691   | Miami River Greenways - Segment B-<br><b>NON HOMELAND</b>    | 500,000.00      | 500,000.00      |                  | 500,000.00       | signed req on 8-3-05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracts (JOC) #14-03/04 split funded with \$27,455.00 Homeland Funds, \$500,000.00 FDOT Funds and \$212,033.08 Parking Surcharge Funds in CIP 341330 for a total of \$739,488.08 | F. H. Paschen, SN Nielsen | P055796           |  |             |  |
| B-40691   | Printing Services  | 54.00           | 54.00           | 54.00            |                  |  | Florida Power & Light     | JE30235           |  |             |  |
| B-40691   | Decorative Streetlighting- 2% deposit                        | 680.00          | 680.00          | 680.00           |                  |  |                           | DP92348           |  |             |  |
| B-40691   | Miami River Greenways - Segment B-Administration Fees (2005) | 22,497.00       | 22,497.00       | 22,497.00        |                  |  |                           | JE 31922          |  |             |  |
| B-40692   | Miami River Greenways - Segment C<br><b>NON HOMELAND</b>     | 262,785.55      |                 |                  |                  |  |                           |                   |  |             |  |
| B-40692   | Miami River Greenways - Segment C                            | (52.19)         |                 |                  |                  | signed revised PAF 4-19-05; \$500,000, for FDOT Transportation Enhancement Program (2005-2006)<br>signed revised PAF 7-8-05; \$500,000, for FDOT Transportation Enhancement Program (2005-2006) for a total of \$615,250.00  |                           |                   |  |             |  |
| B-40692   | Miami River Greenways - Segment C                            | 109,265.00      | 109,265.00      |                  | 109,265.00       | signed req on 8-3-05; authorized by Res #04-0516 dated 7/29/04. City of Miami Beach Piggyback Job Order Contracts (JOC) #14-03/04 split funded with \$109,265.00 Homeland Funds, \$237,214.45 FDOT Funds for a total of \$346,479.45.  | F. H. Paschen, SN Nielsen | P055795           |  |             |  |





**CIP PROJECT: 341211 Homeland Defense/Neighborhood Improvement Bond**

| Appropriations   |  | Expenditures        |                        | Payments to Date |                  | Contract Amount  |                         | Contract Balance |  | Comments |  | Contractor/Vendor |  | Req./P.O.# |  |
|--|--|---------------------|------------------------|------------------|------------------|--|-------------------------|------------------|--|----------|--|-------------------|--|------------|--|
| B/Number   | Vendor/Description   | Allocation          | Contract Amount        | Payments to Date | Contract Balance | Comments   | Contractor/Vendor       | Req./P.O.#       |  |          |  |                   |  |            |  |
| <b>Greenways Improvements</b><br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond<br>Florida Department of Transportation Grant<br>1,602,834.00<br>2,000,000.00<br><b>Total: \$ 3,602,834.00</b> |  |                     |                        |                  |                  |  |                         |                  |  |          |  |                   |  |            |  |
| B-40694  | Miami River Greenways - Seg "F"  | 289,277.83          | 289,277.83             | 289,277.83       | -                | signed req 3-1-05; authorized by Res #04-0516 dated 7/29/04<br>City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04<br>NOTE: As soon as FDOT is executed this PO will be decreased by \$182,566.00 to match the PAF signed 3-14-05<br>signed PAF 3-14-05; (111,521.00) split funded with \$277,523 in CIP 331413 for a total of \$389,044.00 | F H Pascher, SN Nielsen | P052888          |  |          |  |                   |  |            |  |
| B-40694  | Miami River Greenways - Seg "F" - Professional Services  | 4,339.17            | 4,339.17               | 4,339.17         | -                | signed req 3-1-05; authorized by Res #04-0515 dated 7/29/04<br>pertaining to the implementation of a Job Order Contracting (JOC) system.   | The Gordian Group       | P052885          |  |          |  |                   |  |            |  |
| B-40694  | Miami River Greenways - Seg "F"  | 9,142.96            | 9,142.96               | 9,142.96         | -                | authorized by Res #04-0516 dated 7/29/04 AND Res #04-0699 dated 10/13/04.<br>City of Miami Beach Piggyback Job Order Contracts (JOC) contract #14-03/04  | FHP Tectonics Corp      | P061748          |  |          |  |                   |  |            |  |
| B-40694  | Miami River Greenways - Seg "F" - Professional services pertaining to the implementation of a job order contracting (JOC) System               | 137.14              | 137.14                 | 137.14           | -                | Authorized by Res #04-0515 dated 7/29/04.<br>City of Miami Beach Piggyback establishment of a job order contracting (JOC) System Contract #49-00/01  | The Gordian Group       | P061746          |  |          |  |                   |  |            |  |
| B-40694  | Miami River Greenway Streetscape Project Seg "F"   | 460.00              | 460.00                 | 460.00           | -                |  | Florida Power & Light   | DP92326          |  |          |  |                   |  |            |  |
| B-40694  | Printing Services  | 106.00              | 106.00                 | 106.00           | -                |  |                         | JE30797          |  |          |  |                   |  |            |  |
| B-40694  | Printing Services  | 439.00              | 439.00                 | 439.00           | -                |  |                         | JE30235          |  |          |  |                   |  |            |  |
| B-40694  | Testing  | 200.00              | 200.00                 | 200.00           | -                | signed req on 6-13-05  | Atlantis Engineering    | P054498          |  |          |  |                   |  |            |  |
| B-40694  | 14,400 Lumens MH 175 watt Acorn, 20,500 Lumens MH 250 watt Teardrop 2, Washington 15 foot black concrete 4, octagonal 29 foot black concrete 2 | 23,431.00           | 23,431.00              | 23,431.00        | -                | signed DP on 1/31/06   | Florida Power & Light   | DP 99935         |  |          |  |                   |  |            |  |
| B-40694  | Miami River Greenways - Seg "F" - change of funding  | (216,012.10)        | (216,012.10)           | (216,012.10)     | -                | MOVED THIS AMOUNT TO 341330 TO BE MOVED TO FDOT 331413 ONCE APPROVED   |                         | JE 34452         |  |          |  |                   |  |            |  |
| B-40695  | Miami River Greenway Streetscape Project Seg "G"   | 1,353.00            | 1,353.00               | 1,353.00         | -                |  | Florida Power & Light   | DP92326          |  |          |  |                   |  |            |  |
| <b>Totals:</b>   |  | 3,604,651.00        | 2,038,928.34           | 1,132,547.19     | 906,381.15       |  |                         |                  |  |          |  |                   |  |            |  |
| <b>Balance of Appropriations:</b>  |  | <b>(\$1,817.00)</b> | <b>\$ 1,563,905.66</b> |                  |                  |  |                         |                  |  |          |  |                   |  |            |  |

CIP PROJECT: 341212 Homeland Defense/Neighborhood Improvement Bond

| Appropriations         |  | Neighborhood Gateways Improvements             |                 | Homeland Defense/Neighborhood Improvement Bond |                  | Neighborhood Gateways Improvements                          |                   | Homeland Defense/Neighborhood Improvement Bond |  |
|------------------------|--|--|-----------------|--|------------------|---|-------------------|--|--|
| Funding Sources:       |  | Homeland Defense/Neighborhood Improvement Bond |                 | Neighborhood Gateways Improvements             |                  | Homeland Defense/Neighborhood Improvement Bond              |                   | Neighborhood Gateways Improvements             |  |
|                        |  | Total: \$                                      |                 |  |                  |   |                   |  |  |
| B/Number               | Vendor/Description   | Allocation                                     | Contract Amount | Payments to Date                               | Contract Balance | Comments  | Contractor/Vendor | Reg./P.O. #                                    |  |
| B-30144                | District 4 Neighborhood Gateways (funding moved to Series 2)                         | -  | -               | -  | -                |   |                   |  |  |
| B-30143                | District 3 Neighborhood Gateways - Beacom Blvd                                       | 144.21   | -               | -  | -                | signed PAF 3-16-05; signed revised PAF 7-21-05              |                   |  |  |
| B-30143                | District 3 Neighborhood Gateways - Beacom Blvd - Professional Architectural Services | 64,855.79                                      | 64,855.79       | 28,004.90                                      | 36,850.89        | signed req 5-23-05; Ref (contract #K-05001) ACAI Associates |                   | P054222  |  |
| B-30143                | District 3 Neighborhood Gateways - Beacom Blvd - Administration Fees (2005)          | 30,000.00                                      | 30,000.00       | 30,000.00                                      | -                |   |                   | JE 31922                                       |  |
| Totals:                |  | 95,000.00                                      | 94,855.79       | 58,004.90                                      | 36,850.89        |   |                   |  |  |
| 09/30/06               | Balance of Appropriations:   | \$ 806.00                                      | \$ 950.21       |  |                  |   |                   |  |  |
| Run Date of 10/26/2006 |  |  |                 |  |                  |   |                   |  |  |

**CIP PROJECT: 333143**  
**Museum of Science**

**Appropriated Amount**

**Funding Sources:**

Homeland Defense/Neighborhood Improvement Bond

Total: \$ 1,400,000.00  
 1,400,000.00

| Expenditures           |  | Allocation          | Contract Amount     | Payments to Date  | Contract Balance  | Comments  | Contractor/Vendor            | Reg./P.O. # |
|------------------------|--|---------------------|---------------------|-------------------|-------------------|---|------------------------------|-------------|
| B/N/Number             | Vendor/Description   |                     |                     |                   |                   |   |                              |             |
| B-30169                | Contribution to Park Master Plan   | 0.00                |                     |                   | 0.00              |   |                              |             |
| B-30169                | Professional services for the preparation of a Master Plan   | 700,000.00          | 700,000.00          | 667,227.50        | 32,772.50         | signed req on 6-17-05, split funded with \$700,000.00 in CIP 333144 for a total of \$1,400,000.00.  | Cooper, Robertson & Partners | P054852     |
| B-78502                | Reimbursement for Planning Development and project management activities relating to the construction of Miami Museum of Science and Planetarium to be located at the City's Bicentennial Park | 700,000.00          | 700,000.00          | 288,438.61        | 411,561.39        | signed Agenda Item Summary form on 6-3-05 for CC meeting 7/7/05. Ref Project Co-operation Agreement and Res #05-0416 dated 7/7/05. signed req on 8-10-05. | Museum of Science            | P055867     |
| <b>Totals:</b>         |  | <b>1,400,000.00</b> | <b>1,400,000.00</b> | <b>955,666.11</b> | <b>444,333.89</b> |   |                              |             |
| 09/30/06               | Balance of Appropriations:   | \$                  | \$                  |                   |                   |   |                              |             |
| Run Date of 10/26/2006 |  |                     |                     |                   |                   |   |                              |             |

| CIP PROJECT: 333144                            |   |              |                 |                  |                  |  |                              |             |              |
|--|---|--------------|-----------------|------------------|------------------|--|------------------------------|-------------|--------------|
| Miami Art Museum                               |   |              |                 |                  |                  |  |                              |             |              |
| Appropriated Amount:                           |   |              |                 |                  |                  |  |                              |             |              |
| Funding Sources:                               |   |              |                 |                  |                  |  |                              |             |              |
| Homeland Defense/Neighborhood Improvement Bond |   |              |                 |                  |                  |  |                              |             |              |
|  |   |              |                 |                  |                  |  |                              |             | Total: \$    |
|  |   |              |                 |                  |                  |  |                              |             | 1,400,000.00 |
|  |   |              |                 |                  |                  |  |                              |             | 1,400,000.00 |
| Expenditures                                   |   |              |                 |                  |                  |  |                              |             |              |
| B/Number                                       | Vendor/Description  | Allocation   | Contract Amount | Payments to Date | Contract Balance | Comments   | Contractor/Vendor            | Req./P.O. # |              |
| B-30170  | Contribution to Park Master Plan  | 0.00         |                 |                  | 0.00             |  |                              |             |              |
| B-30170  | Professional services for the preparation of a Master Plan-   | 700,000.00   | 700,000.00      | 444,748.60       | 255,251.40       | signed req on 6-17-05;<br>split funded with \$700,000.00 in CIP<br>333143 for a total of \$1,400,000.00. | Cooper, Robertson & Partners | P054852     |              |
| B-78503  | Reimbursement for Planning, Development and Project Management Activities relating to the Construction of Miami Art Museum to be located at the City's Bicentennial Park. | 700,000.00   | 700,000.00      | 457,805.21       | 242,194.79       | signed req on 8-3-05;<br>Ref Project Cooperative Agreement and Res #05-0175 dated 3/24/05                | Miami Art Museum             | P055838     |              |
| Totals:  |   | 1,400,000.00 | 1,400,000.00    | 902,553.81       | 497,446.19       |  |                              |             |              |
| 09/30/06                                       | Balance of Appropriations:  | \$           | \$0.00          |                  |                  |  |                              |             |              |
| Run Date of                                    |   |              |                 |                  |                  |  |                              |             |              |
| 10/26/2006                                     |   |              |                 |                  |                  |  |                              |             |              |

**CIP PROJECT: 327001  
Historic Preservation Initiatives**

**Homeland Defense/Neighborhood Improvement Bond**

| Appropriations   | Funding Sources:    | Contract Amount | Payments to Date | Contract Balance | Contractor/Vendor | Reg/PO # |
|--|---------------------|-----------------|------------------|------------------|-------------------|----------|
| Homeland Defense/Neighborhood Improvement Bond               | 1,795,288.00        |                 |                  |                  |                   |          |
| Donations from Dade Heritage Trust                           | 76,351.00           |                 |                  |                  |                   |          |
| Capital Projects Revolving Account                           | 100,000.00          |                 |                  |                  |                   |          |
| Florida Bureau of Historic Preservation                      | 300,000.00          |                 |                  |                  |                   |          |
| Florida Department of State Division of Historical Resources | 350,000.00          |                 |                  |                  |                   |          |
| Contribution from FY 2006 General Fund                       | 46,000.00           |                 |                  |                  |                   |          |
| Miami-Dade County Building Better Communities (G. O. B)      | 300,000.00          |                 |                  |                  |                   |          |
| Miami-Dade County Building Better Communities (G. O. B)      | 250,000.00          |                 |                  |                  |                   |          |
| <b>Total: \$</b>   | <b>3,217,639.00</b> |                 |                  |                  |                   |          |

| B/Number                                   | Expenditures  | Allocation | Contract Amount | Payments to Date | Contract Balance | Comments  | Contractor/Vendor              | Reg/PO # |
|--|---|------------|-----------------|------------------|------------------|---|--------------------------------|----------|
| <b>Non-bond items:</b>                     |   |            |                 |                  |                  |   |                                |          |
| B-3290A                                    | Miami High - architect's fees   | 67,920.00  | 67,920.00       | 67,920.00        | 0.00             |   | Heisenbottle Architects        | P239090  |
| B-3290A                                    | For Update survey at south side park lots 1,2,3,4,5,17,18,19,820                                      | 500.00     | 500.00          | 500.00           | 0.00             |   | Manuel G. Vera & Associates    | P042670  |
| B-3290A                                    | Miami High bungalow relocation  | 6,912.00   | 8,000.00        | 8,000.00         | 0.00             | Total relocation is \$258,000 - balance is bond funded - see below  | Turnkey Construction           | P239098  |
| B-3290A                                    | Miami High bungalow restoration   | 95,251.00  | 94,163.00       | 94,163.00        | 0.00             | For increase to Turnkey Construction for stabilization.   | Turnkey Construction           | P239098  |
| B-3290A                                    | Professional Environmental Engineering Svcs for Miami High School bungalow relocation & stabilization | 2,600.00   | 2,600.00        | 2,600.00         | 0.00             |   | ATC Associates, Inc.           | P231641  |
| B-3290A                                    | Miami High bungalow relocation Professional Surveying & Mapping Svcs                                  | 3,000.00   | 3,000.00        | 3,000.00         | 0.00             |   | Manuel G. Vera & Associates    | P231642  |
| B-3290A                                    | Miami High bungalow relocation Professional environmental engineering Svcs                            | 168.00     | 168.00          | 168.00           | 0.00             |   | ATC Associates, Inc.           | P042737  |
| B-30121                                    | Historic Preservation Initiatives - City Hall   | 350,000.00 |                 |                  |                  | Per Reso 07-0037  |                                |          |
| B-30273                                    | Spring Garden Point Park Seybold Canal House Restoration  | 20,000.00  |                 |                  |                  |   |                                |          |
| B-30299                                    | Black Police Precinct Station and Courthouse Museum Restoration Project                               | 300,000.00 | 300,000.00      | 300,000.00       | 0.00             | signed PAF on 11/22/06; Award 1103  | F. H. Paschen, SN Nielsen      | P051449  |
| B-30299A                                   | Black Police Precinct Museum/Employee Training Center   | 26,000.00  |                 |                  |                  |   |                                |          |
| B-30531                                    | Dorsey Memorial Library   | 250,000.00 |                 |                  |                  |   |                                |          |
| B-30532                                    | Old Miami High First Miami High School  | 300,000.00 |                 |                  |                  |   |                                |          |
| <b>Subtotal Non-Bond items: 476,351.00</b> |   |            |                 |                  |                  |   |                                |          |
| <b>Bond-funded items:</b>                  |   |            |                 |                  |                  |   |                                |          |
| B-3290A                                    | Miami High bungalow relocation  | 251,088.00 | 251,088.00      | 251,088.00       |                  | Total relocation is \$258,000 - balance is bond funded  | Turnkey Construction           | P239098  |
| B-30218                                    | Spring Garden Point Park Privacy Wall   | 11,200.00  | 11,200.00       | 11,200.00        |                  | signed PAF 1-19-05; split with \$19,540.00 in CIP 331369  | Total Construction Maintenance | P054609  |
| B-30121                                    | City Hall structural improvements and storm protection (\$395,000.00 will be allocated in 2nd series) |            |                 |                  | 0.00             | per Dianne Johnson this would be a match for a State historic preservation grant; grant is Pan American Seaplane Terminal. Historical and Structural Rehabilitation |                                |          |
| B-30273                                    | Spring Garden Point Park Seybold Canal House Restoration (\$287,500.00 to be added in 2nd Series)     |            |                 |                  | 0.00             | approved by BOB in April 2005 signed PAF 7-7-05 signed revised PAF 7-14-05 signed again revised PAF 8-10-05   |                                |          |
| B-30273                                    | Spring Garden Point Park Seybold Canal House Restoration-Administration Fees (2005)                   | 12,500.00  | 12,500.00       | 12,500.00        |                  |   |                                |          |

**CIP PROJECT: 327001 Homeland Defense/Neighborhood Improvement Bond**

| Historic Preservation Initiatives   |   | Expenditures |                 | Contract Amount  |                  | Payments to Date                         |          | Contract Balance |  | Comments   |                           | Contractor/Vendor |  | Req/PO # |  |
|---|---|--------------|-----------------|------------------|------------------|--|----------|------------------|--|--|---------------------------|-------------------|--|----------|--|
| B/Number  |   | Allocation   | Contract Amount | Payments to Date | Contract Balance |  |          |                  |  |  |                           |                   |  |          |  |
| <b>Appropriations</b><br>Funding Sources:<br>Homeland Defense/Neighborhood Improvement Bond 1,795,288.00<br>Donations from Dade Heritage Trust 76,351.00<br>Capital Projects Revolving Account 100,000.00<br>Florida Bureau of Historic Preservation 300,000.00<br>Florida Department of State Division of Historical Resources 350,000.00<br>Contribution from FY 2006 General Fund 46,000.00<br>Miami-Dade County Building Better Communities (G. O. B) 300,000.00<br>Miami-Dade County Building Better Communities (G. O. B) 250,000.00<br><b>Total: \$ 3,217,639.00</b> |   |              |                 |                  |                  |  |          |                  |  |  |                           |                   |  |          |  |
| B-30299   | Black Police Precinct Station and Courthouse Museum Restoration Project - Construction of New Elevator Enclosure. Renovation of 2nd story structure | 997,225.20   | 997,225.20      | 612,577.39       | 384,647.81       |  |          |                  |  | \$69,700 for architectural services from Heisenbottle identified from D5 OOL 311715 (89,886.80 for a total of \$1,387,112.00.) Signed PAF on 4/29/04 Authorized by Res #04-0516 dated 7/29/04 City of Miami Beach Piggyback Job order Contracts #49-00J01 This portion funded by the Florida Historic Preservation Grant | F. H. Paschen, SN Nielsen | P051449           |  |          |  |
| B-30299   | Asbestos survey at Old Miami Police Precinct & Courthouses  | 1,500.00     | 1,220.00        | 1,220.00         | 0.00             | Evans Environmental & Geosciences        | P041235  |                  |  |  |                           |                   |  |          |  |
| B-30299   | Application Fee Museum Restoration  | 60.00        | 60.00           | 60.00            | 0.00             | Miami Dade Environmental Res             | DP92270  |                  |  |  |                           |                   |  |          |  |
| B-30299   | Advertising   | 679.35       | 679.35          | 679.35           | 0.00             | Miami Times                              | AD 07762 |                  |  |  |                           |                   |  |          |  |
| B-30299   | Advertising   | 118.95       | 118.95          | 118.95           | 0.00             | Daily Business Review                    | AD 07762 |                  |  |  |                           |                   |  |          |  |
| B-30299   | Advertising   | 416.50       | 416.50          | 416.50           | 0.00             | Diano Las Americas                       | AD 07762 |                  |  |  |                           |                   |  |          |  |
| B-78510   | Gusman Hall historical restoration project  | 97,197.74    | 97,197.74       | 97,197.74        | -                | Miami Parking System                     | DP92320  |                  |  |  |                           |                   |  |          |  |
| B-78510   | Gusman Center Restoration PHV1  | 81,693.28    | 81,693.28       | 81,693.28        | -                | Miami Parking System                     | DP92286  |                  |  |  |                           |                   |  |          |  |
| B-78510   | Reimb For Restoration. & Rehab -Gusman Center   | 321,108.98   | 321,108.98      | 321,108.98       | 0.00             | Miami Parking System                     | DP92285  |                  |  |  |                           |                   |  |          |  |
| B-78512   | Historic preservation development initiative grant  | 20,000.00    | 20,000.00       | 20,000.00        | -                | National Trust for Historic Preservation | P234691  |                  |  |  |                           |                   |  |          |  |
| B-38502   | Balance on first series   |              |                 |                  |                  |  |          |                  |  |  |                           |                   |  |          |  |
|   | Subtotal Bond-funded items:   | 1,794,786.00 | 1,794,508.00    | 1,409,860.19     | 384,647.81       |  |          |                  |  |  |                           |                   |  |          |  |
|   | Totals:   | 3,217,139.00 | 2,270,859.00    | 1,886,211.19     | 384,647.81       |  |          |                  |  |  |                           |                   |  |          |  |
| 09/30/06  | Balance of Appropriations:  | \$500.00     | \$ 946,780.00   |                  |                  |  |          |                  |  |  |                           |                   |  |          |  |
| 10/26/2006  | Run Date of   |              |                 |                  |                  |  |          |                  |  |  |                           |                   |  |          |  |



# City of Miami

## 02000 - Site Work

| MINOR        | CSI         | UOM | DESCRIPTION  | TOTAL DIRECT UNIT COST | DEMOLITION UNIT COST |
|--------------|-------------|-----|--|------------------------|----------------------|
| 02555        | 1207        | LF  | 2-1/2" (60 mm) Galvanized Steel Pipe ASTM A-53, Schedule 40 And 150 Class Malleable Iron Fittings, Threaded And Coupled. Prices Include All Couplings, Elbow, Tee, Reducer Fittings.   | 12.96                  | 2.28                 |
| 02555        | 1208        | LF  | 3" (80 mm) Galvanized Steel Pipe ASTM A-53, Schedule 40 And 150 Class Malleable Iron Fittings, Threaded And Coupled. Prices Include All Couplings, Elbow, Tee, Reducer Fittings.   | 16.33                  | 3.04                 |
| 02555        | 1209        | LF  | 4" (10 cm) Galvanized Steel Pipe ASTM A-53, Schedule 40 And 150 Class Malleable Iron Fittings, Threaded And Coupled. Prices Include All Couplings, Elbow, Tee, Reducer Fittings.   | 20.70                  | 3.66                 |
| 02555        | 1211        | LF  | 5" (12.5 cm) Galvanized Steel Pipe ASTM A-53, Schedule 40 And 150 Class Malleable Iron Fittings, Threaded And Coupled. Prices Include All Hangers And Couplings, Elbow, Tee, Reducer Fittings. All Hangers Are Complete Assemblies | 38.12                  | 4.67                 |
| 02555        | 1212        | LF  | 6" (15 cm) Galvanized Steel Pipe ASTM A-53, Schedule 40 And 150 Class Malleable Iron Fittings, Threaded And Coupled. Prices Include All Hangers And Couplings, Elbow, Tee, Reducer Fittings. All Hangers Are Complete Assemblies   | 49.94                  | 5.52                 |
| <b>02555</b> | <b>1300</b> |     | <b>Copper Tubing, Type K</b><br>For Gate Valve At Tap See CSI 15101.   |                        |                      |
| 02555        | 1301        | LF  | 1/2" (12 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 2.23                   | 0.53                 |
| 02555        | 1302        | LF  | 3/4" (19 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 3.09                   | 0.60                 |
| 02555        | 1303        | LF  | 1" (25 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 3.97                   | 0.67                 |
| 02555        | 1304        | LF  | 1-1/4" (32 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 4.76                   | 0.80                 |
| 02555        | 1305        | LF  | 1-1/2" (36 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 6.06                   | 1.07                 |
| 02555        | 1306        | LF  | 2" (50 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 8.61                   | 1.33                 |
| 02555        | 1307        | LF  | 2-1/2" (63 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 12.49                  | 1.60                 |
| 02555        | 1308        | LF  | 3" (76 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 16.49                  | 1.76                 |
| 02555        | 1309        | LF  | 3-1/2" (88 mm) Diameter, Type K, Copper Tubing, Water Distribution   | 21.73                  | 2.21                 |
| 02555        | 1311        | LF  | 4" (10 cm) Diameter, Type K, Copper Tubing, Water Distribution   | 27.75                  | 2.80                 |
| 02555        | 1312        | LF  | 5" (12.5 cm) Diameter, Type K, Copper Tubing, Water Distribution   | 64.52                  | 3.49                 |
| 02555        | 1313        | LF  | 6" (15 cm) Diameter, Type K, Copper Tubing, Water Distribution   | 90.86                  | 4.21                 |
| 02555        | 1314        | LF  | 8" (20 cm) Diameter, Type K, Copper Tubing, Water Distribution   | 163.29                 | 4.72                 |
| <b>02555</b> | <b>1400</b> |     | <b>Copper Fittings</b>   |                        |                      |
| <b>02555</b> | <b>1410</b> |     | <b>90 Degree Elbow</b>   |                        |                      |
| 02555        | 1411        | EA  | 1/2" 90 Degree Elbow, Copper   | 5.97                   | 3.71                 |
| 02555        | 1412        | EA  | 3/4" 90 Degree Elbow, Copper   | 8.22                   | 4.88                 |
| 02555        | 1413        | EA  | 1" 90 Degree Elbow, Copper   | 11.53                  | 6.19                 |
| 02555        | 1414        | EA  | 1-1/4" 90 Degree Elbow, Copper   | 16.12                  | 8.50                 |
| 02555        | 1415        | EA  | 1-1/2" 90 Degree Elbow, Copper   | 20.21                  | 9.97                 |
| 02555        | 1416        | EA  | 2" 90 Degree Elbow, Copper   | 27.68                  | 12.07                |
| 02555        | 1417        | EA  | 2-1/2" 90 Degree Elbow, Copper   | 40.18                  | 14.64                |
| 02555        | 1418        | EA  | 3" 90 Degree Elbow, Copper   | 54.42                  | 19.24                |
| 02555        | 1419        | EA  | 4" 90 Degree Elbow, Copper   | 99.76                  | 22.86                |
| 02555        | 1421        | EA  | 5" 90 Degree Elbow, Copper   | 283.24                 | 28.12                |
| 02555        | 1422        | EA  | 6" 90 Degree Elbow, Copper   | 397.63                 | 40.62                |
| 02555        | 1423        | EA  | 8" 90 Degree Elbow, Copper   | 810.64                 | 57.97                |
| 02555        | 143         | EA  | 6" 45 Degree Elbow, Copper   | 408.18                 | 52.25                |
| <b>02555</b> | <b>1430</b> |     | <b>45 Degree Elbow</b>   |                        |                      |
| 02555        | 1431        | EA  | 1/2" 45 Degree Elbow, Copper   | 6.29                   | 4.88                 |
| 02555        | 1431        | EA  | 4" 45 Degree Elbow, Copper   | 94.08                  | 28.12                |
| 02555        | 1432        | EA  | 3/4" 45 Degree Elbow, Copper   | 8.62                   | 6.19                 |
| 02555        | 1432        | EA  | 5" 45 Degree Elbow, Copper   | 273.44                 | 40.62                |
| 02555        | 1433        | EA  | 1" 45 Degree Elbow, Copper   | 12.56                  | 8.49                 |
| 02555        | 1434        | EA  | 1-1/4" 45 Degree Elbow, Copper   | 17.18                  | 9.97                 |
| 02555        | 1434        | EA  | 8" 45 Degree Elbow, Copper   | 726.99                 | 62.50                |
| 02555        | 1435        | EA  | 1-1/2" 45 Degree Elbow, Copper   | 20.25                  | 12.07                |
| 02555        | 1436        | EA  | 2" 45 Degree Elbow, Copper   | 27.00                  | 14.48                |
| 02555        | 1437        | EA  | 2-1/2" 45 Degree Elbow, Copper   | 40.86                  | 19.24                |
| 02555        | 1438        | EA  | 3" 45 Degree Elbow, Copper   | 56.93                  | 22.86                |
| <b>02555</b> | <b>1450</b> |     | <b>Copper Tee - Straight Sweat</b>   |                        |                      |
| 02555        | 1451        | EA  | 1/2" Copper Tee - Straight Sweat   | 9.98                   | 6.19                 |
| 02555        | 1452        | EA  | 3/4" Copper Tee - Straight Sweat   | 12.77                  | 7.39                 |
| 02555        | 1453        | EA  | 1" Copper Tee - Straight Sweat   | 20.10                  | 9.97                 |
| 02555        | 1454        | EA  | 1-1/4" Copper Tee - Straight Sweat   | 25.93                  | 12.07                |
| 02555        | 1455        | EA  | 1-1/2" Copper Tee - Straight Sweat   | 32.35                  | 14.34                |
| 02555        | 1456        | EA  | 2" Copper Tee - Straight Sweat   | 45.57                  | 19.12                |
| 02555        | 1457        | EA  | 2-1/2" Copper Tee - Straight Sweat   | 62.99                  | 19.24                |
| 02555        | 1458        | EA  | 3" Copper Tee - Straight Sweat   | 86.34                  | 22.86                |
| 02555        | 1459        | EA  | 4" Copper Tee - Straight Sweat   | 171.48                 | 30.48                |
| 02555        | 1461        | EA  | 5" Copper Tee - Straight Sweat   | 446.55                 | 36.57                |



## 02000 - Site Work

| MINOR        | CSI         | UOM | DESCRIPTION   | TOTAL DIRECT UNIT COST | DEMOLITION UNIT COST |
|--------------|-------------|-----|---|------------------------|----------------------|
| 02555        | 1462        | EA  | 6" Copper Tee - Straight Sweat .....                                    | 613.92                 | 52.25                |
| 02555        | 1463        | EA  | 8" Copper Tee - Straight Sweat .....                                    | 1,280.51               | 73.13                |
| <b>02555</b> | <b>1470</b> |     | <b>Copper Tee - Reducing Sweat</b>                                      |                        |                      |
| 02555        | 1471        | EA  | 3/4" Copper Tee Reducing Sweat .....                                    | 12.72                  | 7.39                 |
| 02555        | 1472        | EA  | 1" Copper Tee Reducing Sweat .....                                      | 20.10                  | 9.97                 |
| 02555        | 1473        | EA  | 1-1/4" Copper Tee Reducing Sweat .....                                  | 25.72                  | 12.07                |
| 02555        | 1474        | EA  | 1-1/2" Copper Tee Reducing Sweat .....                                  | 29.58                  | 14.34                |
| 02555        | 1475        | EA  | 2" Copper Tee Reducing Sweat .....                                      | 41.42                  | 19.12                |
| 02555        | 1476        | EA  | 2-1/2" Copper Tee Reducing Sweat .....                                  | 68.63                  | 19.24                |
| 02555        | 1477        | EA  | 3" Copper Tee Reducing Sweat .....                                      | 78.06                  | 22.86                |
| <b>02555</b> | <b>1480</b> |     | <b>Couplings</b>  |                        |                      |
| 02555        | 1481        | EA  | 1/2" Straight Copper Coupling .....                                     | 5.94                   | 3.71                 |
| 02555        | 1482        | EA  | 3/4" Straight Copper Coupling .....                                     | 7.93                   | 4.88                 |
| 02555        | 1483        | EA  | 1" Straight Copper Coupling .....                                       | 10.55                  | 6.19                 |
| 02555        | 1484        | EA  | 1-1/4" Straight Copper Coupling .....                                   | 14.93                  | 8.50                 |
| 02555        | 1485        | EA  | 1-1/2" Straight Copper Coupling .....                                   | 17.84                  | 9.97                 |
| 02555        | 1486        | EA  | 2" Straight Copper Coupling .....                                       | 22.91                  | 12.07                |
| 02555        | 1487        | EA  | 2-1/2" Straight Copper Coupling .....                                   | 32.14                  | 14.64                |
| 02555        | 1488        | EA  | 3" Straight Copper Coupling .....                                       | 44.20                  | 19.24                |
| 02555        | 1489        | EA  | 4" Straight Copper Coupling .....                                       | 64.94                  | 22.86                |
| 02555        | 1491        | EA  | 5" Straight Copper Coupling .....                                       | 113.87                 | 28.12                |
| 02555        | 1492        | EA  | 6" Straight Copper Coupling .....                                       | 173.15                 | 40.62                |
| 02555        | 1493        | EA  | 8" Straight Copper Coupling .....                                       | 288.82                 | 57.97                |
| <b>02555</b> | <b>1500</b> |     | <b>Copper Fittings - continued</b>                                      |                        |                      |
| <b>02555</b> | <b>1510</b> |     | <b>Copper - Sweat Companion Flanges</b>                                 |                        |                      |
| 02555        | 1511        | EA  | 2" Copper Flange, Sweat .....   | 45.72                  | 6.09                 |
| 02555        | 1512        | EA  | 2-1/2" Copper Flange, Sweat .....                                       | 58.03                  | 7.32                 |
| 02555        | 1513        | EA  | 3" Copper Flange, Sweat .....   | 63.10                  | 9.59                 |
| 02555        | 1514        | EA  | 4" Copper Flange, Sweat .....   | 85.12                  | 11.43                |
| 02555        | 1515        | EA  | 5" Copper Flange, Sweat .....   | 161.80                 | 23.18                |
| 02555        | 1516        | EA  | 6" Copper Flange, Sweat .....   | 183.47                 | 33.67                |
| 02555        | 1517        | EA  | 8" Copper Flange, Sweat .....   | 436.72                 | 48.03                |
| <b>02555</b> | <b>1520</b> |     | <b>Service Fitting Coupling, Copper To Copper</b>                       |                        |                      |
|              |             |     | Mueller H-15405   |                        |                      |
| 02555        | 1521        | EA  | 3/4" Copper To Copper Coupling.....                                     | 14.10                  |                      |
| 02555        | 1522        | EA  | 1" Copper To Copper Coupling.....                                       | 20.59                  |                      |
| 02555        | 1523        | EA  | 1-1/2" Copper To Copper Coupling.....                                   | 54.38                  |                      |
| 02555        | 1524        | EA  | 2" Copper To Copper Coupling.....                                       | 69.29                  |                      |
| <b>02555</b> | <b>1530</b> |     | <b>Service Fitting Coupling, Copper To Iron Pipe With Female Thread</b> |                        |                      |
|              |             |     | Mueller H-15450   |                        |                      |
| 02555        | 1531        | EA  | 1/2" Coupling, Copper To Iron Pipe, Female Thread.....                  | 17.65                  |                      |
| 02555        | 1532        | EA  | 3/4" Coupling, Copper To Iron Pipe, Female Thread.....                  | 14.17                  |                      |
| 02555        | 1533        | EA  | 1" Coupling, Copper To Iron Pipe, Female Thread.....                    | 19.87                  |                      |
| 02555        | 1534        | EA  | 1-1/4" Coupling, Copper To Iron Pipe, Female Thread.....                | 30.24                  |                      |
| 02555        | 1535        | EA  | 1-1/2" Coupling, Copper To Iron Pipe, Female Thread.....                | 40.02                  |                      |
| 02555        | 1536        | EA  | 2" Coupling, Copper To Iron Pipe, Female Thread.....                    | 66.78                  |                      |
| <b>02555</b> | <b>1540</b> |     | <b>Service Fitting Coupling, Copper To Iron Pipe With Male Thread</b>   |                        |                      |
|              |             |     | Mueller H-15425   |                        |                      |
| 02555        | 1541        | EA  | 1/2" Coupling, Copper To Iron Pipe, Male Thread.....                    | 15.03                  |                      |
| 02555        | 1542        | EA  | 3/4" Coupling, Copper To Iron Pipe, Male Thread.....                    | 14.46                  |                      |
| 02555        | 1543        | EA  | 1" Coupling, Copper To Iron Pipe, Male Thread.....                      | 19.63                  |                      |
| 02555        | 1544        | EA  | 1-1/4" Coupling, Copper To Iron Pipe, Male Thread.....                  | 30.89                  |                      |
| 02555        | 1545        | EA  | 1-1/2" Coupling, Copper To Iron Pipe, Male Thread.....                  | 43.28                  |                      |
| 02555        | 1546        | EA  | 2" Coupling, Copper To Iron Pipe, Male Thread.....                      | 71.41                  |                      |
| <b>02555</b> | <b>1600</b> |     | <b>Dielectric Fittings</b>  |                        |                      |
| <b>02555</b> | <b>1610</b> |     | <b>Dielectric Unions, Copper X Female Iron Pipe Thread</b>              |                        |                      |
| 02555        | 1611        | EA  | 1/2" Dielectric Union, Copper X Female Iron Pipe.....                   | 10.31                  | 3.68                 |
| 02555        | 1612        | EA  | 3/4" Dielectric Union, Copper X Female Iron Pipe.....                   | 12.04                  | 4.82                 |
| 02555        | 1613        | EA  | 1" Dielectric Union, Copper X Female Iron Pipe.....                     | 15.77                  | 4.93                 |
| 02555        | 1614        | EA  | 1-1/4" Dielectric Union, Copper X Female Iron Pipe.....                 | 24.12                  | 6.94                 |
| 02555        | 1615        | EA  | 1-1/2" Dielectric Union, Copper X Female Iron Pipe.....                 | 31.89                  | 7.87                 |
| 02555        | 1616        | EA  | 2" Dielectric Union, Copper X Female Iron Pipe.....                     | 43.13                  | 9.87                 |
| <b>02555</b> | <b>1620</b> |     | <b>Dielectric Unions, Female Brass Thread X Iron Pipe Thread</b>        |                        |                      |
| 02555        | 1621        | EA  | 1/2" Dielectric Union, Female Brass Thread X Iron Pipe.....             | 13.34                  | 3.68                 |
| 02555        | 1622        | EA  | 3/4" Dielectric Union, Female Brass Thread X Iron Pipe.....             | 17.04                  | 4.82                 |
| 02555        | 1623        | EA  | 1" Dielectric Union, Female Brass Thread X Iron Pipe.....               | 22.36                  | 4.93                 |
| 02555        | 1624        | EA  | 1-1/4" Dielectric Union, Female Brass Thread X Iron Pipe.....           | 32.87                  | 6.94                 |





| MINOR        | CSI         | UOM | DESCRIPTION   | TOTAL DIRECT UNIT COST | DEMOLITION UNIT COST |
|--------------|-------------|-----|---|------------------------|----------------------|
| 02555        | 1625        | EA  | 1-1/2" Dielectric Union, Female Brass Thread X Iron Pipe.....   | 42.71                  | 7.87                 |
| 02555        | 1626        | EA  | 2" Dielectric Union, Female Brass Thread X Iron Pipe.....   | 55.82                  | 9.87                 |
| <b>02555</b> | <b>1630</b> |     | <b>Dielectric Unions, Female Iron Pipe Thread X Iron Pipe Thread</b>  |                        |                      |
| 02555        | 1631        | EA  | 1/2" Dielectric Union, Female Iron Pipe X Iron Pipe.....  | 11.42                  | 3.68                 |
| 02555        | 1632        | EA  | 3/4" Dielectric Union, Female Iron Pipe X Iron Pipe.....  | 13.87                  | 4.82                 |
| 02555        | 1633        | EA  | 1" Dielectric Union, Female Iron Pipe X Iron Pipe.....  | 16.25                  | 4.93                 |
| 02555        | 1634        | EA  | 1-1/4" Dielectric Union, Female Iron Pipe X Iron Pipe.....  | 22.43                  | 6.94                 |
| 02555        | 1635        | EA  | 1-1/2" Dielectric Union, Female Iron Pipe X Iron Pipe.....  | 30.21                  | 7.87                 |
| 02555        | 1636        | EA  | 2" Dielectric Union, Female Iron Pipe X Iron Pipe.....  | 41.78                  | 9.87                 |
| <b>02555</b> | <b>1640</b> |     | <b>Dielectric Flanges, Copper X Female Iron Pipe Thread</b>   |                        |                      |
| 02555        | 1641        | EA  | 2-1/2" Dielectric Flange, Copper X Female Iron Pipe.....  | 113.19                 | 33.83                |
| 02555        | 1642        | EA  | 3" Dielectric Flange, Copper X Female Iron Pipe.....  | 141.18                 | 42.60                |
| 02555        | 1643        | EA  | 4" Dielectric Flange, Copper X Female Iron Pipe.....  | 203.53                 | 57.97                |
| <b>02555</b> | <b>1650</b> |     | <b>Dielectric Flanges, Copper X Female Iron Pipe Thread X Iron Pipe Thread</b>  |                        |                      |
| 02555        | 1651        | EA  | 2-1/2" Dielectric Flange, Female Iron Pipe X Iron Pipe.....   | 114.46                 | 33.83                |
| 02555        | 1652        | EA  | 3" Dielectric Flange, Female Iron Pipe X Iron Pipe.....   | 151.14                 | 42.60                |
| 02555        | 1653        | EA  | 4" Dielectric Flange, Female Iron Pipe X Iron Pipe.....   | 318.40                 | 57.97                |
| <b>02555</b> | <b>1700</b> |     | <b>Brass Fittings</b>   |                        |                      |
| <b>02555</b> | <b>1710</b> |     | <b>Reducer Coupling, Brass, Compression</b>   |                        |                      |
| 02555        | 1711        | EA  | 3/4" x 1" Reducer Coupling, Compression, Brass.....   | 15.77                  | 4.64                 |
| 02555        | 1712        | EA  | 1" x 3/4" Reducer Coupling, Compression, Brass.....   | 11.97                  | 4.64                 |
| 02555        | 1713        | EA  | 1-1/2" x 1" Reducer Coupling, Compression, Brass.....   | 26.59                  | 7.05                 |
| 02555        | 1714        | EA  | 2" x 1-1/2" Reducer Coupling, Compression, Brass.....   | 32.82                  | 8.94                 |
| <b>02555</b> | <b>1720</b> |     | <b>Adapter Coupling, Brass, Compression X MNPT</b>  |                        |                      |
| 02555        | 1721        | EA  | 3/4" Adapter Coupling, Brass, Compression X MNPT.....   | 17.87                  | 5.16                 |
| 02555        | 1722        | EA  | 3/4" x 1" Adapter Coupling, Brass, Compression X MNPT.....  | 20.29                  | 6.02                 |
| 02555        | 1723        | EA  | 1" Adapter Coupling, Brass, Compression X MNPT.....   | 20.41                  | 6.02                 |
| 02555        | 1724        | EA  | 1" x 3/4" Adapter Coupling, Brass, Compression X MNPT.....  | 20.99                  | 6.02                 |
| 02555        | 1725        | EA  | 1-1/4" Adapter Coupling, Brass, Compression X MNPT.....   | 29.40                  | 6.88                 |
| 02555        | 1726        | EA  | 1-1/4" x 1" Adapter Coupling, Brass, Compression X MNPT.....  | 28.35                  | 6.88                 |
| 02555        | 1727        | EA  | 1-1/2" Adapter Coupling, Brass, Compression X MNPT.....   | 39.60                  | 8.60                 |
| 02555        | 1728        | EA  | 2" Adapter Coupling, Brass, Compression X MNPT.....   | 53.30                  | 10.32                |
| <b>02555</b> | <b>1730</b> |     | <b>Nipples, Brass</b>   |                        |                      |
| 02555        | 1731        | EA  | 3/4" x 6" Long Brass Nipple.....  | 6.58                   | 2.15                 |
| 02555        | 1732        | EA  | 1" x 6" Long Brass Nipple.....  | 8.92                   | 2.32                 |
| 02555        | 1733        | EA  | 1-1/2" x 6" Long Brass Nipple.....  | 10.58                  | 2.49                 |
| <b>02555</b> | <b>1780</b> |     | <b>Meter Insetters, Brass</b>   |                        |                      |
| 02555        | 1781        | EA  | Meter Insetter, "H" Style, Brass, Compression.....  | 50.44                  | 8.22                 |
| 02555        | 1782        | EA  | Meter Insetter, "H" Style, Brass, Threaded.....   | 42.83                  | 8.22                 |
| <b>02555</b> | <b>1790</b> |     | <b>Meter Setters - Resetter, Brass</b>  |                        |                      |
| 02555        | 1791        | EA  | Meter Setter - Resetter, Brass.....<br>With Male Meter Thread - Bottom Inlet/outlet, Angle Ball Valve - Top Inlet, Meter Nut - Top Outlet | 103.82                 | 8.22                 |
| <b>02555</b> | <b>2000</b> |     | <b>Plastic Pipe</b>   |                        |                      |
| <b>02555</b> | <b>2100</b> |     | <b>AWWA C900 / C905 PVC Pipe</b>  |                        |                      |
|              |             |     | Note: Includes Hub On One End Of Pipe   |                        |                      |
| <b>02555</b> | <b>2110</b> |     | <b>AWWA C900, DR 25, PR100</b>  |                        |                      |
| 02555        | 2111        | LF  | 4" (10 cm) PVC C900 Pipe, DR 25, PR 100.....  | 5.83                   | 2.24                 |
| 02555        | 2112        | LF  | 6" (15 cm) PVC C900 Pipe, DR 25, PR 100.....  | 8.54                   | 2.59                 |
| 02555        | 2113        | LF  | 8" (20 cm) PVC C900 Pipe, DR 25, PR 100.....  | 12.21                  | 3.01                 |
| 02555        | 2114        | LF  | 10" (25 cm) PVC C900 Pipe, DR 25, PR 100.....   | 16.06                  | 3.15                 |
| 02555        | 2115        | LF  | 12" (31 cm) PVC C900 Pipe, DR 25, PR 100.....   | 20.71                  | 3.27                 |
| <b>02555</b> | <b>2120</b> |     | <b>AWWA C900, DR 18, PR150</b>  |                        |                      |
| 02555        | 2121        | LF  | 4" (10 cm) PVC C900 Pipe, DR 18, PR 150.....  | 6.56                   | 2.24                 |
| 02555        | 2122        | LF  | 6" (15 cm) PVC C900 Pipe, DR 18, PR 150.....  | 10.04                  | 2.59                 |
| 02555        | 2123        | LF  | 8" (20 cm) PVC C900 Pipe, DR 18, PR 150.....  | 14.80                  | 3.01                 |
| 02555        | 2124        | LF  | 10" (25 cm) PVC C900 Pipe, DR 18, PR 150.....   | 19.98                  | 3.15                 |
| 02555        | 2125        | LF  | 12" (31 cm) PVC C900 Pipe, DR 18, PR 150.....   | 26.36                  | 3.27                 |
| <b>02555</b> | <b>2130</b> |     | <b>AWWA C900, DR 14, PR200</b>  |                        |                      |
| 02555        | 2131        | LF  | 4" (10 cm) PVC C900 Pipe, DR 14, PR 200.....  | 7.28                   | 2.24                 |
| 02555        | 2132        | LF  | 6" (15 cm) PVC C900 Pipe, DR 14, PR 200.....  | 11.53                  | 2.59                 |
| 02555        | 2133        | LF  | 8" (20 cm) PVC C900 Pipe, DR 14, PR 200.....  | 17.34                  | 3.01                 |
| 02555        | 2134        | LF  | 10" (25 cm) PVC C900 Pipe, DR 14, PR 200.....   | 23.83                  | 3.15                 |
| 02555        | 2135        | LF  | 12" (31 cm) PVC C900 Pipe, DR 14, PR 200.....   | 31.85                  | 3.27                 |
| <b>02555</b> | <b>2140</b> |     | <b>AWWA C905, DR 51, PR80</b>   |                        |                      |
| 02555        | 2141        | LF  | 18" (46 cm) PVC C905 Pipe, DR 51, PR 80.....  | 24.13                  | 4.13                 |



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| MINOR | CSI  | UOM | DESCRIPTION   | TOTAL DIRECT UNIT COST | DEMOLITION UNIT COST |
|-------|------|-----|---|------------------------|----------------------|
| 02555 | 2142 | LF  | 20" (50 cm) PVC C905 Pipe, DR 51, PR 80                         | 28.79                  | 4.48                 |
| 02555 | 2143 | LF  | 24" (61 cm) PVC C905 Pipe, DR 51, PR 80                         | 38.28                  | 4.95                 |
| 02555 | 2144 | LF  | 30" (76 cm) PVC C905 Pipe, DR 51, PR 80                         | 56.13                  | 6.04                 |
| 02555 | 2145 | LF  | 36" (92 cm) PVC C905 Pipe, DR 51, PR 80                         | 77.62                  | 6.39                 |
| 02555 | 2146 | LF  | 42" (107 cm) PVC C905 Pipe, DR 51, PR 80                        | 101.79                 | 6.92                 |
| 02555 | 2147 | LF  | 48" (122 cm) PVC C905 Pipe, DR 51, PR 80                        | 130.61                 | 7.78                 |
| 02555 | 2150 |     | <b>AWWA C905, DR 41, PR100</b>                                  |                        |                      |
| 02555 | 2151 | LF  | 14" (35 cm) PVC C905 Pipe, DR 41, PR 100                        | 18.84                  | 3.54                 |
| 02555 | 2152 | LF  | 16" (40 cm) PVC C905 Pipe, DR 41, PR 100                        | 23.52                  | 3.83                 |
| 02555 | 2153 | LF  | 18" (46 cm) PVC C905 Pipe, DR 41, PR 100                        | 28.38                  | 4.13                 |
| 02555 | 2154 | LF  | 20" (50 cm) PVC C905 Pipe, DR 41, PR 100                        | 34.28                  | 4.48                 |
| 02555 | 2155 | LF  | 24" (61 cm) PVC C905 Pipe, DR 41, PR 100                        | 45.83                  | 4.95                 |
| 02555 | 2156 | LF  | 30" (76 cm) PVC C905 Pipe, DR 41, PR 100                        | 68.06                  | 6.04                 |
| 02555 | 2157 | LF  | 36" (92 cm) PVC C905 Pipe, DR 41, PR 100                        | 92.63                  | 6.39                 |
| 02555 | 2158 | LF  | 42" (107 cm) PVC C905 Pipe, DR 41, PR 100                       | 123.21                 | 6.92                 |
| 02555 | 2159 | LF  | 48" (122 cm) PVC C905 Pipe, DR 41, PR 100                       | 158.51                 | 7.78                 |
| 02555 | 2170 |     | <b>AWWA C905, DR 32.5, PR125</b>                                |                        |                      |
| 02555 | 2171 | LF  | 14" (35 cm) PVC C905 Pipe, DR 32.5, PR 125                      | 21.95                  | 3.54                 |
| 02555 | 2172 | LF  | 16" (40 cm) PVC C905 Pipe, DR 32.5, PR 125                      | 27.82                  | 3.83                 |
| 02555 | 2173 | LF  | 18" (46 cm) PVC C905 Pipe, DR 32.5, PR 125                      | 33.73                  | 4.13                 |
| 02555 | 2174 | LF  | 20" (50 cm) PVC C905 Pipe, DR 32.5, PR 125                      | 40.66                  | 4.48                 |
| 02555 | 2175 | LF  | 24" (61 cm) PVC C905 Pipe, DR 32.5, PR 125                      | 55.40                  | 4.95                 |
| 02555 | 2176 | LF  | 30" (76 cm) PVC C905 Pipe, DR 32.5, PR 125                      | 81.45                  | 6.04                 |
| 02555 | 2177 | LF  | 36" (92 cm) PVC C905 Pipe, DR 32.5, PR 125                      | 112.76                 | 6.39                 |
| 02555 | 2178 | LF  | 42" (107 cm) PVC C905 Pipe, DR 32.5, PR 125                     | 151.42                 | 6.92                 |
| 02555 | 2179 | LF  | 48" (122 cm) PVC C905 Pipe, DR 32.5, PR 125                     | 196.14                 | 7.78                 |
| 02555 | 2200 |     | <b>AWWA C900 PVC Fittings, Class 150 SDR 18</b>                 |                        |                      |
|       |      |     | With Rubber Gaskets   |                        |                      |
| 02555 | 2210 |     | <b>90 Degree Elbows</b>   |                        |                      |
| 02555 | 2211 | EA  | 4" Diameter 90 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900  | 40.78                  | 3.19                 |
| 02555 | 2212 | EA  | 6" Diameter 90 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900  | 77.53                  | 3.59                 |
| 02555 | 2213 | EA  | 8" Diameter 90 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900  | 140.85                 | 3.99                 |
| 02555 | 2214 | EA  | 10" Diameter 90 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 272.40                 | 6.95                 |
| 02555 | 2215 | EA  | 12" Diameter 90 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 372.88                 | 11.58                |
| 02555 | 2216 | EA  | 14" Diameter 90 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 454.70                 | 14.48                |
| 02555 | 2217 | EA  | 16" Diameter 90 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 536.53                 | 17.38                |
| 02555 | 2220 |     | <b>45 Degree Elbows</b>   |                        |                      |
| 02555 | 2221 | EA  | 4" Diameter 45 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900  | 47.03                  | 3.19                 |
| 02555 | 2222 | EA  | 6" Diameter 45 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900  | 77.52                  | 3.59                 |
| 02555 | 2223 | EA  | 8" Diameter 45 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900  | 147.10                 | 3.99                 |
| 02555 | 2224 | EA  | 10" Diameter 45 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 318.00                 | 6.95                 |
| 02555 | 2225 | EA  | 12" Diameter 45 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 471.72                 | 11.58                |
| 02555 | 2226 | EA  | 14" Diameter 45 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 576.35                 | 14.48                |
| 02555 | 2227 | EA  | 16" Diameter 45 Degree Elbow, PVC SDR 18, Class 150, AWWA, C900 | 642.97                 | 17.38                |
| 02555 | 2230 |     | <b>Tees Or Wyes</b>   |                        |                      |
| 02555 | 2231 | EA  | 4" Diameter Tees Or Wyes, PVC SDR 18, Class 150, AWWA, C900     | 47.82                  | 3.59                 |
| 02555 | 2232 | EA  | 6" Diameter Tees Or Wyes, PVC SDR 18, Class 150, AWWA, C900     | 78.33                  | 3.99                 |
| 02555 | 2233 | EA  | 8" Diameter Tees Or Wyes, PVC SDR 18, Class 150, AWWA, C900     | 157.54                 | 4.53                 |
| 02555 | 2234 | EA  | 10" Diameter Tees Or Wyes, PVC SDR 18, Class 150, AWWA, C900    | 330.00                 | 8.69                 |
| 02555 | 2235 | EA  | 12" Diameter Tees Or Wyes, PVC SDR 18, Class 150, AWWA, C900    | 488.03                 | 17.38                |
| 02555 | 2236 | EA  | 14" Diameter Tees Or Wyes, PVC SDR 18, Class 150, AWWA, C900    | 606.13                 | 21.72                |
| 02555 | 2237 | EA  | 16" Diameter Tees Or Wyes, PVC SDR 18, Class 150, AWWA, C900    | 677.37                 | 26.07                |
| 02555 | 2240 |     | <b>Couplings</b>  |                        |                      |
| 02555 | 2241 | EA  | 4" Diameter Coupling, PVC SDR 18, Class 150, AWWA, C900         | 37.65                  | 3.19                 |
| 02555 | 2242 | EA  | 6" Diameter Coupling, PVC SDR 18, Class 150, AWWA, C900         | 54.08                  | 3.59                 |
| 02555 | 2243 | EA  | 8" Diameter Coupling, PVC SDR 18, Class 150, AWWA, C900         | 93.96                  | 3.99                 |
| 02555 | 2244 | EA  | 10" Diameter Coupling, PVC SDR 18, Class 150, AWWA, C900        | 248.37                 | 6.95                 |
| 02555 | 2245 | EA  | 12" Diameter Coupling, PVC SDR 18, Class 150, AWWA, C900        | 298.74                 | 8.69                 |
| 02555 | 2246 | EA  | 14" Diameter Coupling, PVC SDR 18, Class 150, AWWA, C900        | 351.42                 | 11.58                |
| 02555 | 2247 | EA  | 16" Diameter Coupling, PVC SDR 18, Class 150, AWWA, C900        | 388.47                 | 14.48                |



| MINOR<br>CSI UOM DESCRIPTION  | TOTAL DIRECT<br>UNIT COST | DEMOLITION<br>UNIT COST |
|---|---------------------------|-------------------------|
| <b>02555 2250 Cross</b>   |                           |                         |
| 02555 2251 EA 4" Diameter Cross, PVC SDR 18, Class 150, AWWA, C900.....                               | 67.49                     | 6.39                    |
| 02555 2252 EA 6" Diameter Cross, PVC SDR 18, Class 150, AWWA, C900.....                               | 100.35                    | 7.19                    |
| 02555 2253 EA 8" Diameter Cross, PVC SDR 18, Class 150, AWWA, C900.....                               | 164.46                    | 7.99                    |
| 02555 2254 EA 10" Diameter Cross, PVC SDR 18, Class 150, AWWA, C900.....                              | 340.41                    | 13.90                   |
| 02555 2255 EA 12" Diameter Cross, PVC SDR 18, Class 150, AWWA, C900.....                              | 495.85                    | 17.38                   |
| 02555 2256 EA 14" Diameter Cross, PVC SDR 18, Class 150, AWWA, C900.....                              | 609.04                    | 23.17                   |
| 02555 2257 EA 16" Diameter Cross, PVC SDR 18, Class 150, AWWA, C900.....                              | 683.10                    | 28.96                   |
| <b>02555 3000 AWWA Valves</b>   |                           |                         |
| <b>02555 3200 Corporation Stop And Curb Valve, AWWA C800</b>  |                           |                         |
| <b>02555 3210 Corporation Valve, Ball Type</b>  |                           |                         |
| 02555 3211 EA 3/4" Corporation Stop Valve.....  | 36.74                     | 5.76                    |
| 02555 3212 EA 1" Corporation Stop Valve.....  | 46.58                     | 7.13                    |
| 02555 3213 EA 1-1/4" Corporation Stop Valve.....  | 74.73                     | 8.77                    |
| 02555 3214 EA 1-1/2" Corporation Stop Valve.....  | 90.45                     | 10.42                   |
| 02555 3215 EA 2" Corporation Stop Valve.....  | 146.09                    | 12.34                   |
| <b>02555 3500 Ball Meter Valves</b>   |                           |                         |
| 02555 3501 EA 3/4" Ball Meter Valve, Ford B43-342W.....   | 45.67                     | 8.60                    |
| 02555 3502 EA 1" Ball Meter Valve, Ford B43-444W.....   | 49.73                     | 9.12                    |
| 02555 3503 EA 1-1/2" Ball Meter Valve, Ford BF43-66W.....   | 95.74                     | 15.48                   |
| 02555 3504 EA 2" Ball Meter Valve, Ford BF43-777W.....  | 136.09                    | 15.65                   |
| <b>02555 3600 Yokes And Angles</b>  |                           |                         |
| <b>02555 3610 Yoke, Meter</b>   |                           |                         |
| 02555 3611 Yoke, Meter, 5/8".....   | 17.30                     | 5.16                    |
| 02555 3612 Yoke, Meter, 3/4".....   | 19.67                     | 5.68                    |
| 02555 3613 Yoke, Meter, 1".....   | 25.83                     | 6.54                    |
| <b>02555 3620 Angles And Ells</b>   |                           |                         |
| 02555 3621 1-1/2" Flanged Angle, ELL.....   | 45.96                     | 3.61                    |
| 02555 3622 ELL, Yoke, With Female I.P.T.....  | 13.01                     | 3.10                    |
| <b>02555 4000 Fire Hydrants (Breakaway)</b>   |                           |                         |
| <b>02555 4100 Standard (Traditional) Model, Three Way</b>   |                           |                         |
| Note - Prices Listed Are For Mechanical Joint. Includes Shoe, Lower Barrel And Upper Barrel (Hydrant) |                           |                         |
| 02555 4111 EA 4-1/2" Valve Fire Hydrant With 1-1/2' Burial Section<br>Three Way.....                  | 1,058.06                  | 76.94                   |
| 02555 4112 EA 4-1/2" Valve Fire Hydrant With 2' Burial Section<br>Three Way.....                      | 1,077.94                  | 76.94                   |
| 02555 4113 EA 4-1/2" Valve Fire Hydrant With 2-1/2' Burial Section<br>Three Way.....                  | 1,097.88                  | 76.94                   |
| 02555 4114 EA 4-1/2" Valve Fire Hydrant With 3' Burial Section<br>Three Way.....                      | 1,123.21                  | 82.43                   |
| 02555 4115 EA 4-1/2" Valve Fire Hydrant With 3-1/2' Burial Section<br>Three Way.....                  | 1,143.12                  | 82.43                   |
| 02555 4116 EA 4-1/2" Valve Fire Hydrant With 4' Burial Section<br>Three Way.....                      | 1,169.91                  | 89.30                   |
| 02555 4117 EA 4-1/2" Valve Fire Hydrant With 4-1/2' Burial Section<br>Three Way.....                  | 1,189.80                  | 89.30                   |
| 02555 4118 EA 4-1/2" Valve Fire Hydrant With 5' Burial Section<br>Three Way.....                      | 1,216.56                  | 96.17                   |
| 02555 4119 EA 4-1/2" Valve Fire Hydrant With 5-1/2' Burial Section<br>Three Way.....                  | 1,236.52                  | 96.17                   |
| 02555 4120 EA 4-1/2" Valve Fire Hydrant With 6' Burial Section<br>Three Way.....                      | 1,263.25                  | 103.04                  |
| 02555 4121 EA 4-1/2" Valve Fire Hydrant With 6-1/2' Burial Section<br>Three Way.....                  | 1,290.02                  | 109.91                  |
| 02555 4122 EA 4-1/2" Valve Fire Hydrant With 7' Burial Section<br>Three Way.....                      | 1,323.63                  | 123.65                  |
| 02555 4131 EA 5-1/4" Valve Fire Hydrant With 1-1/2' Burial Section<br>Three Way.....                  | 1,076.20                  | 76.94                   |
| 02555 4132 EA 5-1/4" Valve Fire Hydrant With 2' Burial Section<br>Three Way.....                      | 1,111.99                  | 76.94                   |
| 02555 4133 EA 5-1/4" Valve Fire Hydrant With 2-1/2' Burial Section<br>Three Way.....                  | 1,127.77                  | 76.94                   |
| 02555 4134 EA 5-1/4" Valve Fire Hydrant With 3' Burial Section<br>Three Way.....                      | 1,158.98                  | 82.43                   |
| 02555 4135 EA 5-1/4" Valve Fire Hydrant With 3-1/2' Burial Section<br>Three Way.....                  | 1,184.75                  | 82.43                   |
| 02555 4136 EA 5-1/4" Valve Fire Hydrant With 4' Burial Section<br>Three Way.....                      | 1,217.46                  | 89.30                   |
| 02555 4137 EA 5-1/4" Valve Fire Hydrant With 4-1/2' Burial Section<br>Three Way.....                  | 1,243.17                  | 89.30                   |



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| MINOR<br>CSI | UOM  | DESCRIPTION   | TOTAL DIRECT<br>UNIT COST | DEMOLITION<br>UNIT COST |
|--------------|------|---|---------------------------|-------------------------|
| 02555        | 4138 | EA 5-1/4" Valve Fire Hydrant With 5' Burial Section<br>Three Way  | 1,275.83                  | 96.17                   |
| 02555        | 4139 | EA 5-1/4" Valve Fire Hydrant With 5-1/2' Burial Section<br>Three Way  | 1,301.55                  | 96.17                   |
| 02555        | 4140 | EA 5-1/4" Valve Fire Hydrant With 6' Burial Section<br>Three Way  | 1,334.13                  | 103.04                  |
| 02555        | 4141 | EA 5-1/4" Valve Fire Hydrant With 6-1/2' Burial Section<br>Three Way  | 1,366.80                  | 109.91                  |
| 02555        | 4142 | EA 5-1/4" Valve Fire Hydrant With 7' Burial Section<br>Three Way  | 1,406.24                  | 123.65                  |
| 02555        | 4200 | <b>Standard (Traditional) Model, Two Way</b><br>Note - Prices Listed Are For Mechanical Joint. Includes Shoe, Lower Barrel And Upper Barrel (Hydrant) |                           |                         |
| 02555        | 4211 | EA 4-1/2" Valve Fire Hydrant With 1-1/2' Burial Section<br>Two Way  | 984.19                    | 76.94                   |
| 02555        | 4212 | EA 4-1/2" Valve Fire Hydrant With 2' Burial Section<br>Two Way  | 1,003.97                  | 76.94                   |
| 02555        | 4213 | EA 4-1/2" Valve Fire Hydrant With 2-1/2' Burial Section<br>Two Way  | 1,023.75                  | 76.94                   |
| 02555        | 4214 | EA 4-1/2" Valve Fire Hydrant With 3' Burial Section<br>Two Way  | 1,049.05                  | 82.43                   |
| 02555        | 4215 | EA 4-1/2" Valve Fire Hydrant With 3-1/2' Burial Section<br>Two Way  | 1,068.93                  | 82.43                   |
| 02555        | 4216 | EA 4-1/2" Valve Fire Hydrant With 4' Burial Section<br>Two Way  | 1,095.51                  | 89.30                   |
| 02555        | 4217 | EA 4-1/2" Valve Fire Hydrant With 4-1/2' Burial Section<br>Two Way  | 1,115.31                  | 89.30                   |
| 02555        | 4218 | EA 4-1/2" Valve Fire Hydrant With 5' Burial Section<br>Two Way  | 1,141.98                  | 96.17                   |
| 02555        | 4219 | EA 4-1/2" Valve Fire Hydrant With 5-1/2' Burial Section<br>Two Way  | 1,161.74                  | 96.17                   |
| 02555        | 4220 | EA 4-1/2" Valve Fire Hydrant With 6' Burial Section<br>Two Way  | 1,188.52                  | 103.04                  |
| 02555        | 4221 | EA 4-1/2" Valve Fire Hydrant With 6-1/2' Burial Section<br>Two Way  | 1,215.09                  | 109.91                  |
| 02555        | 4222 | EA 4-1/2" Valve Fire Hydrant With 7' Burial Section<br>Two Way  | 1,248.62                  | 123.65                  |
| 02555        | 4231 | EA 5-1/4" Valve Fire Hydrant With 1-1/2' Burial Section<br>Two Way  | 1,039.07                  | 76.94                   |
| 02555        | 4232 | EA 5-1/4" Valve Fire Hydrant With 2' Burial Section<br>Two Way  | 1,066.64                  | 76.94                   |
| 02555        | 4233 | EA 5-1/4" Valve Fire Hydrant With 2-1/2' Burial Section<br>Two Way  | 1,094.21                  | 76.94                   |
| 02555        | 4234 | EA 5-1/4" Valve Fire Hydrant With 3' Burial Section<br>Two Way  | 1,127.29                  | 82.43                   |
| 02555        | 4235 | EA 5-1/4" Valve Fire Hydrant With 3-1/2' Burial Section<br>Two Way  | 1,155.01                  | 82.43                   |
| 02555        | 4236 | EA 5-1/4" Valve Fire Hydrant With 4' Burial Section<br>Two Way  | 1,189.46                  | 89.30                   |
| 02555        | 4237 | EA 5-1/4" Valve Fire Hydrant With 4-1/2' Burial Section<br>Two Way  | 1,217.17                  | 89.30                   |
| 02555        | 4238 | EA 5-1/4" Valve Fire Hydrant With 5' Burial Section<br>Two Way  | 1,251.64                  | 96.17                   |
| 02555        | 4239 | EA 5-1/4" Valve Fire Hydrant With 5-1/2' Burial Section<br>Two Way  | 1,279.29                  | 96.17                   |
| 02555        | 4240 | EA 5-1/4" Valve Fire Hydrant With 6' Burial Section<br>Two Way  | 1,313.81                  | 103.04                  |
| 02555        | 4241 | EA 5-1/4" Valve Fire Hydrant With 6-1/2' Burial Section<br>Two Way  | 1,348.30                  | 109.91                  |
| 02555        | 4242 | EA 5-1/4" Valve Fire Hydrant With 7' Burial Section<br>Two Way  | 1,389.70                  | 123.65                  |
| 02555        | 4300 | <b>Modern Model, Three Way</b><br>Note - Prices Listed Are For Mechanical Joint. Includes Shoe, Lower Barrel And Upper Barrel (Hydrant)               |                           |                         |
| 02555        | 4311 | EA Modern Fire Hydrant With 1-1/2' Burial Section<br>Three Way  | 1,140.14                  | 76.94                   |
| 02555        | 4312 | EA Modern Fire Hydrant With 2' Burial Section<br>Three Way  | 1,170.45                  | 76.94                   |
| 02555        | 4313 | EA Modern Fire Hydrant With 2-1/2' Burial Section<br>Three Way  | 1,200.76                  | 76.94                   |
| 02555        | 4314 | EA Modern Fire Hydrant With 3' Burial Section<br>Three Way  | 1,236.57                  | 82.43                   |
| 02555        | 4315 | EA Modern Fire Hydrant With 3-1/2' Burial Section<br>Three Way  | 1,266.99                  | 82.43                   |
| 02555        | 4316 | EA Modern Fire Hydrant With 4' Burial Section<br>Three Way  | 1,304.34                  | 89.30                   |
| 02555        | 4317 | EA Modern Fire Hydrant With 4-1/2' Burial Section<br>Three Way  | 1,334.79                  | 89.30                   |