

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

**5-23-06 – 6:00 P.M.
CITY OF MIAMI
CITY HALL CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133**

I. **APPROVAL OF THE MINUTES OF THE MEETING OF APRIL 25, 2006.**

II. **NEW BUSINESS:**

INTRODUCTION OF NEW BOARD MEMBER:

- David M. Kubiliun nominated by Commissioner Regalado

NEW ITEM:

- Program Management Services Agreement for Orange Bowl Renovation Project

UPDATES:

1. Fuel Dock at Dinner Key Marina
2. Additional Funding and Scope Of Work Change for VKBPT-Capital Related Consulting
3. Miami Circle Greenway
4. Bicentennial Park Shoreline Stabilization Phase II
5. Bicentennial Park Shoreline Stabilization Phase III – Design Services
6. Henry Reeves Park Community Building Improvements
7. Miami Police Department Stables
8. Professional Services for Jose Marti Gym.
9. Grapeland Heights Park Ballfield Complex Design Build Contract
10. Sewell Park Restrooms/Park Facility Building
11. Juan Pablo Duarte Building Renovation/Expansion
12. Fire Station No.11
13. Margaret Pace Park Improvements Phase II
14. Robert King High Park New Building and Site Improvements
15. Robert King High Park Soccer Field
16. Professional Services Agreement with HDR Engineering, Inc. for Professional Program Management Services

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

IV. **ADDITIONAL ITEMS:**

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

**4-25-06 – 6:00 P.M.
CITY OF MIAMI
CITY HALL CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133**

The meeting was called to order at 6:09 p.m., with the following members found to be

Present: Rolando Aedo (in at 6:11 p.m.)
Elaine Black (in at 6:14 p.m.)
Eileen Broton
Mariano Cruz
Kay Hancock Apfel
Robert A. Flanders (Chairman)
Gary Reshefsky
Jami Reyes (in at 6:23 p.m.)
Manolo Reyes (Vice Chairman)

Absent: Luis Cabrera
Ringo Cayard
Luis De Rosa
Walter Harvey
Jason Manowitz
David E. Marko

ALSO PRESENT: Rafael O. Diaz, Deputy City Attorney
Mary Conway, Director, CIP & Transportation
Robert Ruano, Grants Administrator
Danette Perez, CIP Department
Zimri Prendes, CIP Department
Roger Hatton, CIP Department
Ed Blanco, Parks & Recreation
Madeline Valdes, Public Facilities
Juan Ordonez, CIP Department
Tony Sabbag, CIP Department
Fernando Paiva, CIP Department
Jose Ortega, CIP Department
Jose Gonzalez, CIP & Transportation Department

Teri E. Thomas, City Clerk's Office

I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF FEBRUARY 28, 2006 and MARCH 28, 2006.**

HD/NIB MOTION 06-4

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF FEBRUARY 28, 2006.

MOVED: M. Cruz
SECONDED: K. Apfel
ABSENT: L. Cabrera, R. Cayard, L. De Rosa, W. Harvey, J. Manowitz, D. Marko

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

HD/NIB MOTION 06-5

A MOTION TO APPROVE THE REVISED MINUTES OF THE MEETING OF MARCH 28, 2006.

MOVED: G. Reshefsky
SECONDED: M. Reyes
ABSENT: L. Cabrera, R. Cayard, L. De Rosa, W. Harvey, J. Manowitz, D. Marko

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

II. **OLD BUSINESS:**

- Increase Estimated Costs for the Sites Acquired in Connection with Little Haiti Park Parcels #67, 75 and 76.

NAME OF PROJECT: INCREASE ESTIMATED COSTS FOR THE SITES ACQUIRED IN CONNECTION WITH LITTLE HAITI PARK, LHP #67,75, 76.

2. BUDGETARY INFORMATION: Are funds budgeted? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, TOTAL DOLLAR AMOUNT: \$67,000 (\$20 Million in first Series, total \$25 Million) SOURCE OF FUNDS: HDNI Bonds - Little Haiti Park Land Acquisition & Development DESCRIPTION OF PROJECT: Additional costs of \$15,000 for asbestos abatement detected on floor tiles and \$52,000 for court costs and expenses related to the eminent domain case, as these costs were under estimated and are related to the hearing and meetings in preparation of the eminent domain case.
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HD/NIB MOTION 06-6

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE INCREASED ESTIMATED COSTS FOR THE SITES ACQUIRED IN CONNECTION WITH LITTLE HAITI PARK, LHP # 67, 75 & 76.

MOVED: M. Reyes
SECONDED: M. Cruz
ABSENT: L. Cabrera, R. Cayard, L. De Rosa, W. Harvey, J. Manowitz, D. Marko

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

III. NEW BUSINESS:

UPDATES:

1. Little Haiti Park Soccer Field – Recreational Component

Roger Hatton, CIP Department, reported that the department is currently in the permitting process for the drawings and some construction is being done. Asbestos abatement for the church building is being done. The department has obtained demo permits to knock down the building. The City does have the money to complete the soccer fields.

Mary Conway, Director, CIP & Transportation, reported that this is one of the projects that will utilize County GOB monies to supplement the City's bond dollars.

2. Professional Services for Little Haiti Park Cultural Component

Roger Hatton, CIP Department, reported that the design for this project is 90 percent complete, and it is in the permitting process for final comments and approval from the Building and Public Works Departments. The contractor is currently getting bids to provide a guaranteed maximum price for the project.

Eileen Broton requested that the drawings for the cultural component be brought back at the next meeting for review.

Elaine Black requested that a meeting be scheduled for the community to see the latest update in the design of the park.

Mary Conway, Director, CIP & Transportation, reported that she will coordinate with the Commissioner's office to set up a forum for that.

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

Robert Ruano, Grants Administrator, reported that the department is on track for the funding. This year, the application scored very well. It ranked third in the state of our 100 applicants. It is 350,000 with a cash match of 395,000. It will replace the façade on this building and will do some structural improvements to the basement of the building.

Kay Hancock Apfel questioned the time frame to receive the funds and to complete the project.

Mary Conway, Director, CIP & Transportation, stated that upon receipt of the dollars, the City would start the design, so none of the preliminary engineering has begun for this project yet. There will be probably the standard 12 months for design and permitting; probably another 12 to 15 months for construction, depending on how extensive the planned repairs are.

4. Riverside Park Playground Equipment

Ed Blanco, Parks & Recreation, reported that the project is about ready to begin in January. The project was put on hold when the City applied for a grant for the project. An \$80,000 grant was awarded in November 2005. It went to the Commission in December, and a contract was executed in January. The scope of the project has changed. It's a \$270,000 project, which will have handicap walkways and handicap equipment for children in the playground. Construction is estimated to begin in May for an August completion.

5. Dinner Key Dredging

Juan Ordonez, CIP Department, reported that the project is under permitting. The permitting is expected to be completed by the end of this year. The process is longer because of the involvement with wildlife. Construction is expected to begin in April 2007 for completion in July 2007.

6. Marine Stadium Marina Improvements

Juan Ordonez, CIP Department, reported that the improvements consist of the boat rack for 84 boats. In-house designs have been prepared for this project. The designs have been presented to the building department, and fully permitted plans are expected for the month of May. Construction is anticipated to begin in July 2006 for completion in December 2006.

Rolando Aedo requested information on the Marine Stadium.

Mary Conway, Director, CIP & Transportation, stated that the future of the Marine Stadium and what will happen there will be addressed as part of the Virginia Key Master Plan study that is about to begin.

Manolo Reyes requested that projects be summarized in a report.

7. Dinner Key Marina Pier Decking Replacement

Juan Ordonez, CIP Department, reported that the project was funded from another source of funds, and it has been completed. The portion related to the gate and locks will be funded from another source of funds, not from Homeland Defense.

8. Shenandoah Park Improvements Phase II

Fernando Paiva, CIP Department, reported that the design is 70 percent complete. The design completion is anticipated for July 2006. The estimated construction start date is after the summer program of 2006. The project's expected completion date is February 2007.

9. Coral Gate Park Building Improvements

Juan Ordonez, CIP Department, reported that the design process is complete, and the plans are in the process of permitting. There are pending issues with the Public Works Department and the Zoning Department. The construction is estimated to begin when the second series bond monies are available.

Mary Conway, Director, CIP & Transportation, stated that if a project was in first series and it was determined that the monies could not be expended within the time frames established for the first series of the bonds, the projects were shifted out. Then the department looked at projects that were in second series that could be done now. Some of the projects were smaller in nature that, in a relatively quick time frame, the projects could be implemented and all of the monies could be spent. For quite a few of the other projects, a conscientious decision was made to fund the design of those projects with the first series monies so that, when the second series bond proceeds were available, the Department would not have to wait for all of the preliminary engineering to be completed before the projects could start.

Mariano Cruz stated that he had received complaints from an individual concerning paint peeling from a newly done fence in a park.

Mary Conway, Director, CIP & Transportation, stated that plans and specifications accompany all of the projects that specify how the work is to be performed, and either City staff or industry partner staff provides construction inspection services on every job, making sure that the projects are being built according to those plans and specifications. She requested that the information regarding the fence be forwarded to her for further review.

10. West End Park Building Terrace Remodeling

Tony Sabbag, CIP Department, reported that the existing terrace had about 1,200 square feet of open terrace. The west elevation has been closed in, about 560 square feet. The cost was about \$76,031. Construction began January 9, 2006. The estimated completion date is June 7, 2006. The scope of work consisted of new footings, new concrete block walls, and new windows. There was an added scope from storm panels to accordion shutters for theft protections and for convenience. Also, data cables and additional junction boxes were added in the recreation room. All of the stucco work and electric work are done. The new air conditioning units have been put in. The project is on budget.

11. West End Park Pool Improvements

Tony Sabbag, CIP Department, reported that there is an existing 7- to 8-foot metal fence located around the perimeter of the pool, which was damaged during the two hurricanes. Coordination has been done with the Parks Department to begin construction on the pool after the park pool program ends, which will be in August. The anticipated construction start date is September 4, 2006, and the estimated completion date is March 7, 2007. The entire roof of the pool building will be replaced due to a termite problem with the roof. The snack

bar will be expanded. New sanitary connections are being provided from the existing bathroom facilities; new bathroom fixtures, partitions, handicap ramp accessibility to the pool building on either side. There was lead found in the paint at the pool building. A lead abatement professional was hired to do paint sampling and testing. The levels were low enough, so when work begins in September, demolition can be done without any problems. Replacement of the fence around the perimeter of the pool began two weeks ago and it should be completed by the beginning of the pool program on May 28.

12. Police Headquarters Restrooms Rehabilitation and ADA Upgrade

Jose Ortega, CIP Department, reported that the contractor is presently working on the fifth and fourth floor of the building. The bathroom project consists of four bathrooms per floor, second, third, fourth, and fifth. The construction is approximately 20 percent complete, and estimated completion date is August 1.

13. Dupont Plaza Traffic Circulation PD&E Study Review

Jose Gonzalez, CIP & Transportation Department, reported that the study is associated with the more comprehensive project development and environment study that's been ongoing for several years. The final draft report was just submitted to the City, and it is expected to go before the technical advisory committee in a couple months in the summer.

14. Brickell Avenue Bicycle/Pedestrian Conflict Study

Jose Gonzalez, CIP & Transportation Department, reported that the study is being conducted to address some community concerns that were raised recently via the Brickell Homeowners Association, whereby there may be potential conflicts on the east sidewalk of Brickell Avenue. The draft was submitted to the City earlier this month, and the recommendations are pending approval by the City Commission and the MPO.

Mary Conway, Director, CIP & Transportation, stated that this was an issue that was brought forward through the Commissioner's office on behalf of the community because there was a perception that there was a problem on the east side of Brickell, with conflicts between pedestrians and bicyclists, so in an attempt to address that concern, the Department did a study to verify whether that was a real or a perceived issue.

Jose Gonzalez, CIP & Transportation Department, reported that there were not many conflicts perceived. There were only two conflicts in a span of several days, and they were potential conflicts. It is more of a perceived issue than anything else, and the Department has the quantitative data to support those findings, but it is something that will be coordinated with the MPO, and the recommendations do need to go before the City Commission because there is a draft ordinance that was tabled about a year ago that would prohibit bicyclists from using the eastern sidewalk, so the findings have to go before the City Commission for final approval.

Mary Conway, Director, CIP & Transportation, stated that, at this point, the Department does not have data sufficient to recommend that there be any bicycle provision on the east side of Brickell based on the data collection that was performed.

Rolando Aedo stated that he doesn't believe that any voter would believe that the Board would be expending bond dollars to determine if there are too many bicycles on Brickell Avenue.

15. Revision of the City of Miami Downtown Paramics Simulation Model

Jose Gonzalez, CIP & Transportation Department, reported that the project updates the existing traffic model that covers the downtown area that was done a few years ago by the MPO and the City. The final calibration validation report is expected by this summer.

IV. CHAIRPERSON'S OPEN AGENDA:

V. ADDITIONAL ITEMS:

1. Mary Conway, Director, CIP & Transportation, stated, in response to a comment made concerning planning efforts associated with implementation of capital plans and the utilization of bond proceeds, no one will advocate more strongly for seeing the majority of the dollars go toward design and implementation of tangible improvements for the benefit of the residents. However, museum park is a perfect example of a project that, without the master planning effort, serves as the absolute foundation of everything that will happen to move that project forward and to advance it.

2. Mary Conway, Director, CIP & Transportation, stated, regarding the request for an update regarding Model City, an update can be arranged for a subsequent meeting. Initially, there was \$1.8 million in an initial approval from the board, followed by an additional \$1.8 million that would be used so that the Trust could replace monies that were disallowed through HUD associated with some of their practices on how they acquired the land. That was done by the Board with the proviso that those monies be reinstated through another source, and that has occurred and was done for the Model City Floral Park Street Improvements projects. That was not in the full amount of the \$3.6 million. To date, it's a little under \$3 million. The Department is continuing to work with the Community Development Office to identify future HUD or CDBG monies to complete fulfilling the commitment of restoring those dollars.

Manolo Reyes stated that the request was for a timetable of the number of houses to be built, the number of houses already built, the price ranges, the number of new owners, the benefit to the residents of Model City, and the meaning of "affordable housing" and "affordable rent."

Mary Conway, Director, CIP & Transportation, stated that CIP will coordinate with the Community Development Department, as well as with the Model City Homeownership Trust, to bring back the statistics.

3. Mary Conway, Director, CIP & Transportation, stated that, by home rule charter, the County is responsible for all traffic control devices. Based on a directive from a City Commission in 2004, the CIP Department met with each of the Commissioners' offices to identify the residential neighborhoods that were most being impacted by cut-through traffic. The first step was to do traffic engineering studies for each of the areas. That resulted in recommendations, which in a lot of instances, were the traffic circles. The traffic circles then had geometric designs put into place based on standard criteria. In response to comments about the design of the traffic circles, Mary Conway stated that the point is for you not to be able to easily navigate the circle on going straight, but to have to slow down, turn your wheel to the right, turn your wheel to the left, to navigate those circles so that you can't speed through the residential neighborhood streets.

Manolo Reyes stated that the size of the circles in Flagami are not the size required by the County. It is not true because if you navigate the circles in Coral Gables, you cannot just go by them at any type of speed, but to navigate the ones that have been placed in Flagami, for example, those are extremely large, and even the City's fire trucks have to drive all over them.

Chairman Flanders questioned where a citizen who is unhappy about the design and composition of a traffic circle should go.

Mary Conway, Director, CIP & Transportation, stated that raising the issue through the Department of Capital Improvements and Transportation is the appropriate forum. The reason why the outside of the circles has a mountable curb is because we know that larger, longer vehicles will not be able to navigate them, so they will be able to go through that intersection without having to go over the center planted area, but going over the outside area when they go along those roadways. The circles are designed for the majority of vehicles that are passenger vehicles, so that they will have to make that additional maneuver and slow down so that we can diminish the speeding traffic.

Manolo Reyes requested that the size of the circles be reconsidered.

Mary Conway, Director, CIP & Transportation, stated that she will make sure that the Department will take a look at the sizing and the geometric design of those circles to make sure that it's appropriate.

Manolo Reyes requested that the Department get residents' input on it.

Gary Reshefsky requested that the circles look as good as the circles in Coral Gables, if not better. He also requested clarification from Mary Conway regarding any complaints about the traffic circles.

Mary Conway, Director, CIP & Transportation, stated that before final payment is made on any construction project, there is a final inspection, a walk-through. A

punchlist of items is developed of anything deficiencies that need to be corrected before any construction contract is closed out. In the recent past, there have been no specific comments about the quality of the workmanship and the construction of the circles. More of it has had to do with operations. There have been some concerns that there have been minor flooding issues associated with the circles. Some concerns have been received regarding the landscape plantings. There have been some problems with individuals driving straight through the circles, without attempting to turn the wheels of their cars. There were some issues in the beginning, but once the first few circles were done, that's been addressed, and all the contractors have followed the new standard for how to build them.

4. Mary Conway, Director, CIP & Transportation, stated that previous discussions with the Board concerned the issue the City had, which was to commit and to spend the first series of the bond proceeds. The Department has been able to successfully commit those monies. The last statistic was we were at or above 60 percent expenditure of the bond proceeds, and rapidly moving toward having substantial expenditure by the end of this calendar year, so we're on track in that regard. As far as when the second series will be issued, there's no hard and fast rule. That's going to be a determination that the City, with input from the Manager's Office, as well as the Finance Department and bond counsel, bond consultants, are going to make based on a determination of when we think the City is going to receive the most favorable conditions to sell new bonds in the bond market. From the standpoint of the City's preparedness to do that, we're in a very good position based on the success that we've now had with committing and spending the first series, and the fact that we do have so many projects where we have plans that are already complete or that are about to be complete, so that they will be on the shelf ready to go out to construction as soon as the monies are available. The anticipation is we're probably looking toward the latter part of this calendar year or early part of next calendar year.

Gary Reshefsky questioned the risk of having project designs sitting on the shelf completed.

Mary Conway, Director, CIP & Transportation, stated that it's fairly minimal. The State had a major building code update this year. It's not anticipated that there will be any build code updates in the new future that would have any kind of significant impact on the design of these projects, so that risk is low. The only issue is that, as time continues, costs escalate, and that's a reality across the board. As far as having to reengineer or redesign the plans, that risk is minimal. The larger risk is what we've already seen to date; that there may be changing opinions as more time elapses.

5. In response to Chairman Flanders' question concerning the fuel docks, Mary Conway, Director, CIP, stated that the monies for the fuel dock project have been

shifted to the second series of the bond awaiting the outcome of the Sasaki waterfront master plan.

Gary Reshefsky requested that the discussion on the fuel docks be brought back at the next meeting, to include the amount of money expended on the project to date.

HD/NIB MOTION 06-7

A MOTION TO RESTUDY THE FUEL DOCK PROJECT.

MOVED: G. Reshefsky
SECONDED: R. Aedo
ABSENT: L. Cabrera, R. Cayard, L. De Rosa, W. Harvey, J. Manowitz, D. Marko

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

HD/NIB MOTION 06-8

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: G. Reshefsky
SECONDED: R. Aedo
ABSENT: L. Cabrera, R. Cayard, L. De Rosa, W. Harvey, J. Manowitz, D. Marko

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

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

Summary Sheet by Approved Project

CIP No.		A Total Bond Authorization	B Total Authorization from First Series	C Total Designations from First Series	B less C Balance Pending to be Designated	D Amount Spent As of: 3/31/2006	D + B % Spent from First Series	% Spent of Designations
Public Safety								
312043	Police Training Facility	10,000,000	1,466,000	1,466,000	-	3,010	0.2%	0.2%
312048	Police Homeland Defense Preparedness Initiative	5,500,000	3,509,385	3,508,577	808	1,400,487	39.9%	39.9%
313305	Fire-Rescue Homeland Defense Preparedness Initiative	5,500,000	1,300,000	1,300,000	-	924,374	71.1%	71.1%
313306	Neighborhood Fire Stations & Training Facility	10,000,000	2,842,987	2,842,987	-	2,296,201	80.8%	80.8%
	Total Public Safety	31,000,000	9,118,372	9,117,564	808	4,624,072	50.7%	50.7%
Parks and Recreation								
331412	Little Haiti Park Land Acquisition & Development	25,000,000	25,000,000	25,816,414	(816,414)	12,867,022	51.5%	49.8%
331416	Virginia Key Park Improvements	5,000,000	3,953,235	4,627,159	(673,924)	1,427,763	36.1%	30.9%
331418	Bicentennial Park Improvements	10,000,000	8,227,900	14,667,714	(6,439,814)	10,751,612	130.7%	73.3%
333104	Pace Park Improvements	4,000,000	1,950,000	2,785,084	(835,084)	1,769,818	90.8%	63.5%
331419	Neighborhood Park Improve. & Acq. (See Attachment)	31,000,000	20,986,326	21,698,382	(712,056)	8,681,361	41.4%	40.0%
326015	Citywide Waterfront Improvements	10,000,000	2,947,391	2,947,390	1	345,314	11.7%	11.7%
324002	Orange Bowl Stadium Ramps & Improvements	16,000,000	13,326,249	13,826,249	(500,000)	8,467,919	63.5%	61.2%
333142	Jose Marti/East Little Havana Parks Expansion	5,000,000	5,000,000	4,320,000	680,000	453,790	9.1%	0.0%
333145	Soccer Complex Development	10,000,000	437,870	437,870	-	158,470	-	-
	Marine Stadium Renovation	2,000,000	-	-	-	-	-	-
333138	Fern Isle Cleanup and Renovation	9,000,000	9,000,000	9,140,000	(140,000)	3,639,682	40.4%	39.8%
	Total Parks and Recreation	127,000,000	90,828,971	100,266,263	(9,437,292)	48,562,751	53.5%	48.4%
Streets and Drainage								
3 CIP's	Flagami Storm Water Mitigation (See Attachment)	10,000,000	4,357,000	4,357,000	-	1,208,712	27.7%	0.0%
341208	Grand Avenue Improvements	3,000,000	1,923,576	4,772,096	(2,848,520)	4,273,377	222.2%	89.5%
341127	Calle Ocho Improvements	6,000,000	2,027,300	2,027,300	0	1,894,404	93.4%	93.4%
341126	Model City Infrastructure Improvements	6,000,000	6,000,000	6,005,000	(5,000)	3,303,428	55.1%	55.0%
341157	Design District/FEC Corridor Improvements	10,000,000	2,436,865	2,430,681	6,184	2,156,511	88.5%	88.7%
341210	Downtown Infrastructure Improvements	10,000,000	9,500,000	9,500,000	-	3,618,493	38.1%	38.1%
341213	Coral Way Improvements	3,000,000	3,000,000	3,000,000	-	2,834,177	94.5%	0.0%
341214	NE 2nd Avenue Improvements (36 St. to 78 St.)	6,000,000	1,425,600	1,425,600.00	-	170,646	12.0%	0.0%
	Total Streets and Drainage	54,000,000	30,670,341	33,517,677	(2,847,336)	19,459,749	63.4%	58.1%
Quality of Life								
311711	District 1 Neighborhood Quality of Life Improvements	5,000,000	5,000,000	5,000,000	-	4,192,378	83.8%	0.0%
311712	District 2 Neighborhood Quality of Life Improvements	5,000,000	1,295,000	1,295,000	-	602,538	46.5%	46.5%
311713	District 3 Neighborhood Quality of Life Improvements	5,000,000	3,418,801	3,418,801	-	3,160,827	92.5%	92.5%
311714	District 4 Neighborhood Quality of Life Improvements	5,000,000	3,880,302	3,750,300	130,002	2,035,977	52.5%	54.3%
311715	District 5 Neighborhood Quality of Life Improvements	5,000,000	4,097,119	4,111,342	(14,223)	571,194	13.9%	13.9%
341211	Greenways Improvements	2,000,000	2,000,000	2,299,511	(299,511)	1,118,734	55.9%	48.7%
341212	Neighborhood Gateways Improvements	4,000,000	95,806	95,000	806	53,362	55.7%	56.2%
333143	Museum of Science	3,500,000	1,400,000	1,400,000	-	836,771	59.8%	0.0%
333144	Miami Art Museum	3,500,000	1,400,000	1,400,000	-	302,347	21.6%	0.0%
	Total Quality of Life	38,000,000	22,587,028	22,769,954	(182,926)	12,874,129	57.0%	56.5%
Historic Preservation								
327001	Historic Preservation Initiatives	5,000,000	1,795,288	1,794,788	500	1,181,411	65.8%	65.8%
	Total Historic Preservation	5,000,000	1,795,288	1,794,788	500	1,181,411	65.8%	65.8%
	Total Program	\$ 255,000,000	\$ 155,000,000	\$ 167,466,246	\$ (12,466,246)	\$ 86,702,112	55.9%	51.8%

City of Miami:
Negatives in this column
indicate the presence of
other funding sources.

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

Summary Sheet by Approved Project

CIP No.		A Total Bond Authorization	B Total Authorization from First Series	C Total Designations from First Series	B less C Balance Pending to be Designated	D Amount Spent As of: 2/28/2006	D + B % Spent from First Series	% Spent of Designations
Public Safety								
312043	Police Training Facility	10,000,000	1,466,000	1,466,000	-	3,010	0.2%	0.2%
312048	Police Homeland Defense Preparedness Initiative	5,500,000	3,509,385	3,508,577	808	1,295,692	36.9%	36.9%
313305	Fire-Rescue Homeland Defense Preparedness Initiative	5,500,000	1,300,000	1,300,000	-	924,374	71.1%	71.1%
313306	Neighborhood Fire Stations & Training Facility	10,000,000	2,842,987	2,842,987	-	2,296,201	80.8%	80.8%
	Total Public Safety	31,000,000	9,118,372	9,117,564	808	4,519,277	49.6%	49.6%
Parks and Recreation								
331412	Little Haiti Park Land Acquisition & Development	25,000,000	25,000,000	25,816,414	(816,414)	12,683,666	50.7%	49.1%
331416	Virginia Key Park Improvements	5,000,000	3,953,235	4,627,159	(673,924)	1,412,759	35.7%	30.5%
331418	Bicentennial Park Improvements	10,000,000	8,227,900	14,667,714	(6,439,814)	10,662,243	129.6%	72.7%
333104	Pace Park Improvements	4,000,000	1,950,000	2,785,084	(835,084)	1,753,918	89.9%	63.0%
331419	Neighborhood Park Improve. & Acq. (See Attachment)	31,000,000	21,946,548	21,698,382	248,166	8,438,722	38.5%	38.9%
326015	Citywide Waterfront Improvements	10,000,000	3,947,391	3,947,390	1	338,432	8.6%	8.6%
324002	Orange Bowl Stadium Ramps & Improvements	16,000,000	9,500,000	9,500,000	-	8,447,563	88.9%	88.9%
333142	Jose Marti/East Little Havana Parks Expansion	5,000,000	5,000,000	4,320,000	680,000	453,790	9.1%	0.0%
333145	Soccer Complex Development	10,000,000	2,257,984	2,257,984	-	121,700	-	-
N/A	Marine Stadium Renovation	2,000,000	-	-	-	-	-	-
333138	Fern Isle Cleanup and Renovation	9,000,000	9,000,000	9,140,000	(140,000)	3,351,721	37.2%	36.7%
	Total Parks and Recreation	127,000,000	90,783,058	98,760,128	(7,977,070)	47,664,515	52.5%	48.3%
Streets and Drainage								
3 CIP's Flagami Storm Water Mitigation (See Attachment)								
341208	Grand Avenue Improvements	3,000,000	1,923,576	4,772,096	(2,848,520)	1,045,431	24.0%	0.0%
341127	Calfe Ocho Improvements	6,000,000	2,027,300	2,027,300	0	4,240,434	220.4%	88.9%
341126	Model City Infrastructure Improvements	6,000,000	6,000,000	6,005,000	(5,000)	1,805,798	89.1%	89.1%
341157	Design District/FEC Corridor Improvements	10,000,000	2,436,865	2,430,681	6,184	3,269,465	54.5%	54.4%
341210	Downtown Infrastructure Improvements	10,000,000	9,500,000	9,500,000	-	2,118,814	86.9%	87.2%
341213	Coral Way Improvements	3,000,000	3,000,000	3,000,000	-	3,576,276	37.6%	37.6%
341214	NE 2nd Avenue Improvements (36 St. to 78 St.)	6,000,000	1,425,600	1,425,600	-	2,681,461	89.4%	0.0%
	Total Streets and Drainage	54,000,000	30,670,341	33,517,677	(2,847,336)	18,908,325	61.7%	56.4%
Quality of Life								
311711	District 1 Neighborhood Quality of Life Improvements	5,000,000	5,000,000	5,000,000	-	3,683,940	73.7%	0.0%
311712	District 2 Neighborhood Quality of Life Improvements	5,000,000	1,295,000	1,295,000	-	551,188	42.6%	42.6%
311713	District 3 Neighborhood Quality of Life Improvements	5,000,000	3,418,801	3,418,801	-	3,154,602	92.3%	92.3%
311714	District 4 Neighborhood Quality of Life Improvements	5,000,000	3,880,302	3,750,300	130,002	2,035,377	52.5%	54.3%
311715	District 5 Neighborhood Quality of Life Improvements	5,000,000	4,097,119	4,111,342	(14,223)	570,712	13.9%	13.9%
341211	Greenways Improvements	2,000,000	2,045,913	2,516,511	(470,598)	947,473	46.3%	37.7%
341212	Neighborhood Gateways Improvements	4,000,000	95,806	95,000	806	53,362	55.7%	56.2%
333143	Museum of Science	3,500,000	1,400,000	1,400,000	-	789,224	56.4%	0.0%
333144	Miami Art Museum	3,500,000	1,400,000	1,400,000	-	151,086	10.8%	0.0%
	Total Quality of Life	38,000,000	22,632,941	22,986,954	(354,013)	11,936,965	52.7%	51.9%
Historic Preservation								
327001	Historic Preservation Initiatives	5,000,000	1,795,288	1,794,788	500	1,078,650	60.1%	60.1%
	Total Historic Preservation	5,000,000	1,795,288	1,794,788	500	1,078,650	60.1%	60.1%
	Total Program	\$ 255,000,000	\$ 155,000,000	\$ 166,177,111	\$ (11,177,111)	\$ 84,107,732	54.3%	50.6%

City of Miami:
Negatives in this column
indicate the presence of
other funding sources.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 5/23/06 DISTRICT: 3
NAME OF PROJECT: PROGRAM MANAGEMENT SERVICES FOR THE ORANGE BOWL STADIUM RENOVATION PROJECT
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Mary Conway (305) 416-1271
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 324002
ADDITIONAL PROJECT NUMBER: B-30153 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$6,500,000 (not to exceed)
SOURCE OF FUNDS: Orange Bowl Ramps/Improvements & Structural Repairs
ACCOUNT CODE(S): CIP # 324002
If grant funded, is there a City match requirement? [] YES [] NO
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: To award an agreement with Jones Lang LaSalle Americas, Inc. to provide program, project, construction, and post-construction management to oversee the design and construction of the renovations of the Orange Bowl. The scope also includes financial, economic and marketing analysis to maximize access to potential sources of revenue as well as the game day experience of the attendees at the Orange Bowl.

ADA Compliant? [] YES [] NO [] N/A
Approved by Audit Committee? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 5/23/06
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Community Mtg./Dist. Commissioner Approval? [] YES [] NO [] N/A DATES:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

6. COMMENTS:
APPROVAL: [Signature] DATE: 5/23/06
BOND OVERSIGHT BOARD



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 3/13/2006

Requesting Department: Capital Impvts. and Transp.

Commission Meeting Date: 5/11/2006

District Impacted: 3

Type: Resolution Ordinance Emergency Ordinance Discussion Item
 Other _____

Subject: Resolution to approve an emergency finding pursuant to City Code Section 18-86 and to award an Agreement to Jones Lang LaSalle Americas, Inc. to provide Program Management services for the Orange Bowl Stadium Renovation Project.

Purpose of Item:

To request approval of the attached resolution, by a four-fifths affirmative vote adopting the City Manager's finding of an emergency, waiving competitive bidding procedures and approving the use of a competitive negotiations method as stipulated in Section 18-86 of the City of Miami Code and to authorize the City Manager to execute an Agreement with Jones Lang LaSalle Americas, Inc. in an amount not to exceed \$6,500,000.

Background Information:

On December 19, 2005, the Department of Capital Improvements & Transportation (CIT) issued a Request for Letters of Interest (RFLI) 05-06-022 for the purpose of creating a short-list of three firms in order to competitively negotiate an Agreement for Program Management services for the Orange Bowl Stadium Renovation. On January 9, 2006, nine (9) submittals were received in response to the RFLI. The evaluation committee met on January 11, 2006 to review and develop a short-list of three firms. The three short-listed firms were International Facilities Group (IFG), Jones Lang LaSalle, and Barton Malow Company. Subsequently, on January 19, 2006 CIT issued a Request For Information (RFI) 04-05-022. The RFI requested that the three short-listed firms submit program plans, which would be used as the basis for competitive negotiations. CIT received two responses on February 3, 2006. Barton Malow Company did not submit a response to the RFI. CIT conducted negotiations during the week of February 13, 2006. Based on the results of the negotiations the City Manager determined that Jones Lang LaSalle Americas, Inc. offers the City the most advantageous agreement based on a combination of experience, program plan, quality and price. To accomplish this it is necessary to waive the competitive proposal process under City Code Section 18-86. The City Manager has made a written finding justifying this action.

Budget Impact Analysis

NO **Is this item related to revenue?**
YES **Is this item an expenditure? If so, please identify funding source below.**

General Account No: _____

Special Revenue Account No: _____

CIP Project No: B-30153

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

Start Up Capital Cost: \$6,500,000.00

Maintenance Cost: _____

Total Fiscal Impact: _____

Final Approvals (SIGN AND DATE)

CIP _____ Budget _____

If using or receiving capital funds
Grants _____ Risk Management _____

Purchasing _____ Dept. Director _____

Chief _____ City Manager _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Joe Arriola
City Manager

DATE: March 13, 2006 FILE: B-30153

SUBJECT: Emergency Finding:
Jones Lang LaSalle, Americas
Inc. – Orange Bowl Renovation-
Program Management Services

FROM: Mary H. Conway, P.E.
Director
Department of Capital Improvements

REFERENCES:

ENCLOSURES:

BACKGROUND

The City of Miami (City) and the University of Miami (UM) entered into a Use Agreement for the use of the Orange Bowl Stadium (Stadium) on June 22, 1990. To resolve a dispute relating to the Use Fee stipulated in that agreement, the City and UM entered in to a settlement agreement in 2002.

As part of the settlement agreement, the City and UM agreed to secure a feasibility analysis for the redevelopment of the Stadium, as a means to increase stadium usage and associated revenues for both parties. Subsequently, a study was conducted and it was determined that the Stadium should undergo a substantial renovation.

On March 10, 2005 the adopted Resolution No. 05-01514, authorized the City Manager to execute a Professional Services Agreement (PSA) with Hammes Company Sports Development, Inc. The City was not able to successfully complete negotiations and execute the PSA. Therefore the decision was made to competitively solicit firms to provide these services.

FINDING

The Department of Capital Improvements and Transportation finds and determines that it is in the best interest of the City to waive competitive bids and secure the services of Jones Lang LaSalle, Americas Inc., to provide program, project, construction, and post-construction management to oversee the design and construction of the renovations of the Orange Bowl Stadium. The scope of work also includes financial, economic, and marketing analysis to maximize access to potential sources of revenue as well as the game day experience of the attendees at the Orange Bowl Stadium.

The City and UM have been working to develop a construction schedule that will minimize the impact to events held at the Stadium and allow UM to continue to play all their scheduled home football games at the Stadium. As a result, it was determined that construction should start during December 2006. To meet this timeframe Department of Capital Improvements (CIT) determined that it is in the best interest of the City to utilize the competitive negotiation process and to waive the competitive sealed proposal requirements of Section 18-96 of the Code of the City of Miami.

A competitive negotiation process was utilized to solicit qualified firms and to negotiate a PSA. CIT issued a Request for Letters of Interest (RFLI) for the purpose of developing a short-list of three firms to participate in the competitive negotiations. Nine firms responded to the RFLI. An Evaluation Committee met and selected the three most qualified firms. The three firms were invited to participate in the competitive negotiation process. A Request for Information (RFI) was issued to the three firms to submit their management plans, which would be utilized as the basis for negotiations. Only two firms responded to the RFI. Subsequently negotiations were held with the two firms during the week of February 13, 2006. The negotiation team determined that Jones Lang LaSalle Americas, Inc. offered the City the most advantageous PSA based on a combination of experience, program management plan, quality and price.

As provided in accordance Section 18-86 and 18-90 of the Code of the City of Miami, we recommend that the City Manager affirm and adopt these findings and forward the matter to the City Commission for its approval.

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

Approved: _____
Joe Arriola, City Manager

C: Jorge L. Fernandez, City Attorney
Olga Ramirez-Seijas, Asst. City Attorney
Gary Fabrikant, CIT Procurement Supervisor

MHC/GF

NOTICE OF PUBLIC HEARING
regarding
**RATIFICATION OF EMERGENCY FINDINGS FOR WAIVER OF
PROPOSALS FOR THE AWARD OF AN AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES FOR THE ORANGE BOWL
RENOVATION PROJECT NO. B-30153**

City Hall – 3500 Pan American Drive
Miami, Florida



The Miami City Commission will hold a Public Hearing on April 6, 2006 beginning at 9:00 a.m. to consider whether it is in the public's best interest that the City Commission ratify, approve and confirm the Emergency Findings of the City Manager justifying the waiver of competitive proposals award of an agreement for Program Management Services for the Orange Bowl Renovation Project No. B-30153 to Jones Lang LaSalle Americas, Inc. in the amount of \$6,500,000.

The Public Hearing will be held in conjunction with the regularly scheduled City Commission meeting of April 6, 2006 at:

MIAMI CITY HALL
3500 Pan American Drive
Miami, Florida

All interested persons may appear at the meeting and may be heard with respect to the proposed issue. Should any person desire to appeal any decision of the City Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5360 (Voice) no later than two (2) business days prior to the proceeding or at (305) 250-5472 (TTY) no later than three (3) business days prior to the proceeding.

(City Seal)
(#)

Priscilla A. Thompson
City Clerk

..TITLE

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE CITY MANAGER'S EMERGENCY FINDINGS, WAIVING COMPETITIVE BIDDING PROCEDURES, PURSUANT TO SECTION 18-86 AND 18-90 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, APPROVING THE USE OF COMPETITIVE NEGOTIATIONS FOR THE PURPOSES OF NEGOTIATING AN AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR THE "ORANGE BOWL RENOVATION PROJECT, B-30153" AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC., IN SUBSTANTIALLY THE ATTACHED FORM, IN AN AMOUNT NOT TO EXCEED \$6,500,000.

..Body

WHEREAS, the City of Miami's ("City's") Capital Improvement Program and Multi-Year Plan includes the renovation of the Orange Bowl Stadium; and

WHEREAS, the Department of Capital Improvements & Transportation ("CIT") issued a Request for Letters of Interest ("RFLI") No. 05-06-022 for the purposes of soliciting competition to develop a short-list of three firms for competitive negotiations to select the firm offering the most advantageous proposal to the City; and

WHEREAS, the Evaluation Committee met on January 11, 2006 and short listed three firms, International Facilities Group ("IFG"), Jones Lang LaSalle Americas, Inc., and the Barton Malow Company, as the three most qualified firms; and

WHEREAS, CIT issued a Request for Information ("RFI") No. 05-06-022 to the three short-listed firms to obtain their program management plan to be utilized by CIT as the basis for the competitive negotiations; and

WHEREAS, IFG and Jones Lang LaSalle Americas, Inc. provided their program management plans in response to the RFI; and

WHEREAS, CIT competitively negotiated potential agreements with both firms; and

WHEREAS, the City Manager has determined that Jones Lang LaSalle offers the City the most advantageous proposal based on a combination of experience, program management plan, quality and price.

WHEREAS, the Administration has determined that the most expeditious method to commence renovation of the Orange Bowl Stadium by December 2006 and to minimize the impact to the University of Miami home football games, is to waive competitive sealed bidding procedures, as provided in Sections 18-86 and 18-90 of the Code of the City of Miami, Florida, as amended ("City Code"), and

WHEREAS, the City Manager requests authorization to execute an Agreement with Jones Lang LaSalle, in substantially the attached form, to provide for Program Management Services for the Orange Bowl Stadium Renovation Project, and

WHEREAS, funds for the Project are available under Capital Project B-30153, in the amount of \$6,500,000, and

WHEREAS, the City Manager's written finding of a valid public emergency, attached and incorporated, references that it is in the best interest of the City, to waive competitive sealed bidding for the Project; and

WHEREAS, said findings of the City Manager have been duly considered and adopted by the City Commission; and

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

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

Section 2. By a four-fifths (4/5ths) affirmative vote, after an advertised public hearing the City Manager's emergency findings, waiving competitive bidding procedures, pursuant to Section 18-86 and 18-90 of the City Code, and further authorizing the City Manager to execute an Agreement with Jones Lang LaSalle Americas, Inc., with funds allocated for said agreement from Capital Project No. B-30153.

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

..Footnote

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

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



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

Service Category	Program Management
Contract Type	Project Specific
Project (if applicable)	Renovation of the Orange Bowl Stadium
Program Manager	(Jones Lang LaSalle Americas, Inc.)
Office Location	Miami, Florida
City Authorization	City Code Section 18-87

THIS AGREEMENT made this ___ day of _____ in the year 2006 by and between The City of Miami, Florida, hereinafter called the "City," and Jones Lang LaSalle Americas, Inc., a _____ corporation, hereinafter called the "Program Manager."

RECITAL

A. The City issued a Request for Letters of Interest ("RFLI") No. 05-06-022 on December 19, 2005 to develop a short-list of qualified firms and a Request for Information (RFI) No. 05-06-022 to enter into competitive negotiations for the provision of Program Management Services for the Orange Bowl Stadium Renovation Project (the "Services") and based on the submittals submitted by Program Manager ("Submittals"), in response thereto, Program Manager was selected for the provision of said Services. The RFLI, RFI and the Submittals 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. At the commencement of negotiations, Program Manager executed an instrument by which the City advised Program Manager of a lawsuit filed against the City by Hammes Company sports Development, Inc. and Hammes Sports Development of Florida, LLC (the "Litigation") concerning the Project (the "Disclaimer"). In the Disclaimer the City disclaimed any and all representations as to the potential outcome of the Litigation, and retained the right to terminate this Agreement if it deemed it to be in its best interest in connection with the Litigation. Program Manager executed the Disclaimer to acknowledge its receipt and its decision to proceed with contract negotiations notwithstanding the Litigation. The Disclaimer is attached hereto as Exhibit "A" and is by this reference incorporated into this Agreement.

C. WHEREAS, by Resolution no. 06-_____, adopted _____, 2006, the City Commission has selected the Program Manager to provide the Services described herein.

WITNESSETH, that the City and the Program Manager, for the considerations herein set forth, agree as follows:

[INTENTIONALLY OMITTED]

ARTICLE 1 DEFINITIONS

1.01 Additional Services means any Work defined as such in a Work Order, secured in compliance with Florida Statutes and City Code.

1.02 Architect or A/E means the professional architectural firm selected by the the City and awarded a contract for the architectural and engineering services required for the renovation of the Orange Bowl Stadium.

1.03 Attachments means the attachments to this Agreement that are expressly incorporated by reference and made a part of this Agreement as if set forth herein in full.

1.04 Base Fee means the amount of compensation mutually agreed upon for the completion of Basic Services.

1.05 Basic Services means those services designated as such in this Agreement, including the Attachments.

1.06 City Commission means the legislative body of the City of Miami.

1.07 City Manager means the duly appointed chief administrative officer of the City of Miami.

1.08 City means the City of Miami, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement 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 Agreement. For the purposes of this Agreement, "City" without modification shall mean the City Manager or Director, as applicable.

1.09 CONSTRUCTION OBSERVER means 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.

1.10 Program Manager means the individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into this Agreement to provide professional services to the City.

1.11 Contractor means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the City for services required for the renovation of the Orange Bowl Stadium.

1.12 Core Project Staff means staff of the Program Manager or Sub-Program Managers assigned on a full time basis to the Project by the Program Manager. Program Manager shall be paid for the services of the Core Project Staff on a lump sum basis based on the staffing requirements for each phase of the Services.

1.13 Director means the Director of the City Department designated herein who has the authority and responsibility for managing the Project. For the purpose of this Agreement, the Director is the top administrator of the Department of Capital Improvements and Transportation or designee.

1.14 Master Project Schedule means the schedule developed by the Program Manager and approved by the City that shall be utilized to track the progress of the Project.

1.15 Notice To Proceed means 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 the Project.

1.16 PM Project Manager means an employee or Program Manager who shall be responsible for the day to day management of the Services under this Agreement.

1.17 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 as a direct representative of the City.

1.18 Project means the construction, alteration, renovation and/or repair, and all other services and incidentals thereto, of the Orange Bowl Stadium, as contemplated and budgeted by the City. The Project(s) shall be further defined in the Scope Of Services section of this Agreement.

1.19 Project Participants means the City, Program Manager, A/E, Contractor and other firms or companies that may be involved in the Project.

1.20 Professional Services Those services provided by the Program Manager to lead and support the City in the renovation of the Orange Bowl Stadium, including, without limitation, all administrative, technical, and management activities undertaken as part of the Scope of Services. May also be referred to herein as Program Management.

1.21 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.

1.22 Scope Of Services or Services means a comprehensive description of the activities, tasks,

design features, objectives, deliverables and milestones required for the completion of the Project as defined herein.

1.23 Sub-Program Manager means a person, firm or organization that has entered into a written agreement with the Program Manager to furnish specified professional services for this Project.

1.24 Supplemental Program Staff means staff of Program Manager and/or Sub-Program Manager assigned to the Project 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. Supplemental Program Staff may also be added to the Core Staff.

1.25 Wage Rates means 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 categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

1.26 Work Order means a written document issued by the City to the Program Manager authorizing the performance of Additional Services, including identification of the tasks, deliverables, time for completion, and the amount of compensation authorized for such Additional Services.

ARTICLE 2 GENERAL CONDITIONS

2.01 TERM:

2.01-1 Commencement

The term of this Agreement shall commence upon execution of this Agreement and conclude upon the completion and acceptance of the Services by the Director, unless terminated earlier as provided herein.

2.02 SCOPE OF SERVICES

The Project includes, but is not limited to, the redevelopment of the existing structure to include a reduction in the seat count to approximately 63,000 seats, the addition of approximately 14 suites, a total of 1,000 indoor club seats, a total of 750 outdoor club seats, a new club lounge and press box, new concessions, toilets and service facilities. The Project means all work required to complete the renovation of the Orange Bowl Stadium, including specifically, but not limited to, all the Architect's Work and the Contractor's Work, and includes all labor, materials, equipment and services provided or to be provided by the A/E and Contractor to fulfill their respective obligations under their respective contracts.

Program Manager shall be responsible for the management of all aspects of the Project and for providing support and assistance to the City for other services and contracts necessary for the completion of the Project. The Program Manager shall be responsible for managing, monitoring, and reporting to the City with respect to the performance of all Project Participants

and the progress of the work in accordance with the approved Master Project Schedule.

Program Manager agrees to provide the Services as specifically described in Attachment A to this Agreement, including the special terms and conditions set forth in Attachment "A", which by this reference are incorporated into and made a part of this Agreement. The Program Manager shall serve as the City's Representative for the design, construction and post-construction Services required under this Agreement.

2.03 COMPENSATION

2.03-1 Compensation Limits

The maximum amount of compensation payable by the City to Program Manager as a not to exceed fee, is \$6,500,000, based on a base fee of \$5,688,747, \$300,000 in additional services fees, and \$511,253 in reimbursable services and fees. This amount is based on the rates and schedules established in **Attachment B and Schedule B1**, which are incorporated into this Agreement. In no event shall the amount of compensation exceed said total 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.

2.03-2 Payments

Payment shall be made within thirty (30) days after receipt of an acceptable invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail (Standard invoice template to be provided by City), to allow a proper audit of expenditures, should the City require one to be performed in accordance with the terms of this Agreement. If Program Manager is entitled to reimbursement of travel expenses, then copies of all bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

ARTICLE 3 PROGRAM MANAGER'S PERFORMANCE

3.01 Limitations on Responsibility of the Program Manager

The Program Manager is not responsible or liable for the design services provided by the A/E, including, without limitation, architecture, design, and engineering, which shall be the responsibility of the A/E and its sub-consultants. The Program Manager is not responsible or liable for the construction contractor's work, including, without limitation, the construction means, methods, techniques, sequences, procedures, and safety programs and precautions which shall be carried out by the Contractor under the construction contract.

Notwithstanding the foregoing, if the PM Project Manager observes or otherwise becomes aware of any fault or defect in the A/E's work or Contractor's work, nonconformity of the Contractor's work with the

contract documents, or noncompliance with applicable law, the Program Manager shall take commercially reasonable steps to protect the City's interests by giving prompt written notice thereof to the City, A/E and Contractor and direct the A/E and Contractor to take appropriate corrective action. The foregoing shall not release the A/E or the Contractor from their responsibilities under their respective contracts. The City recognizes and acknowledges that the Architect is responsible for designing the Project within the financial limitations of the City as identified in the Fixed Construction Budget as accepted to by the City. The Program Manager shall have responsibility to the City for ensuring that the design documents prepared by the Architect are consistent with the Fixed Construction Budget.

3.02 PERFORMANCE AND DELEGATION

The Professional Services to be performed hereunder shall be performed by the Program Manager's own staff and the Sub-Program Managers identified in this Agreement, unless otherwise approved in writing by the City. Said approval shall not be construed as constituting an agreement between the City and said other person(s) or firm.

3.03 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 any personnel of any such Sub-Program Managers engaged by the Program Manager to provide and perform Services pursuant to the requirements of this Agreement stating the reason for such request. The Program Manager shall respond to City within five (5) working 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. All decisions involving personnel will be made by Program Manager.

3.04 PROGRAM MANAGER KEY STAFF

The parties acknowledge that Program Manager was selected by the City, in part, on the basis of qualifications of particular staff identified in Program Manager's Submittals, hereinafter referred to as "Key Personnel". Program Manager shall ensure that Key Personnel as detailed in Schedule A-2 are available for Work hereunder as long as said Key Personnel are in Program Manager's or Sub-Program Manager's employ. Program Manager will obtain prior written approval of Director or designee to change Key Personnel. Program Manager shall provide Director, or designee, with such information as necessary to determine the suitability of proposed new Key Personnel. Director will act reasonably in evaluating Key Personnel qualifications.

3.05 TIME FOR PERFORMANCE

The Program Manager agrees to start all Services hereunder upon receipt of a Notice to Proceed issued

by the Director and continue to perform such Services until all Services have been performed and accepted by the City. Time is of the essence with respect to performance of this Agreement.

3.06 DESIGN RESPONSIBILITIES

3.06-1 Errors and Omissions

The Program Manager shall not be responsible for errors and omissions of the A/E.

3.06-2 Nonconforming Work

The Program Manager shall promptly give notice to the City of any defective or nonconforming work of the A/E or Contractor or any other Project participant whenever discovered by the Program Manager and whether before or after the date of Final Completion of the Contractor's work.

3.07 Meetings

The Program Manager and the City will work jointly to determine the need for meetings and their frequency during each phase of the Project.

ARTICLE 4 SUB-PROGRAM MANAGERS

4.01 GENERAL

4.01-1 A Sub-Program Manager is a person, firm or organization who has entered into a written agreement with the Program Manager to furnish Professional Services under this Agreement, that was identified as part of the Program Manager's team in the competitive selection process by which Program Manager was chosen to perform the Services under this Agreement or subsequently approved by the Director, and as such, is identified and listed in Schedule A1 attached hereto.

4.02 SUB-PROGRAM MANAGER RELATIONSHIPS

4.02-1 All services provided by the Sub-Program 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. Sub-Program Managers shall not be authorized or permitted to further subcontract any Work.

4.02-2 Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Sub-Program Managers. The Program Manager acknowledges that Sub-Program Managers are entirely under its direction, control, supervision, retention and/or discharge.

4.03 CHANGES TO SUB-PROGRAM MANAGERS

The Program Manager shall not change any Sub-Program Managers listed in Schedule A1 without prior

written approval by the Director. 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 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, upon fifteen (15) days written notice to Program Manager, given subsequent to the expiration of any applicable cure period, terminate this Agreement. 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. Upon such termination the City and the Program Manager shall determine the time to be provided to the Program Manager to demobilize. All costs incurred as a result of such demobilization shall be at the Program Manager's sole expense.

In the event of termination due to default, in addition to the foregoing, Program Manager shall be liable to the City for expenses, capped at \$6,000, 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, including consequential and incidental damages. In the event of default, the City may also suspend or withhold reimbursements from Program Manager until such time as the actions giving rise to default have been cured.

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, beyond the specified period allowed to cure such default.
- 5.02-3** Program Manager fails to commence the Services within the time provided or contemplated herein.

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 of the time specified in said notice, which shall be thirty (30) days except where the delay impacts the critical path or creates an emergency conditions. Under

such circumstances the City may specify a timeframe that is less than the stipulated Thirty (30) days. Failure to cure the default in the stipulated timeframe may result in the City Manager or designee terminating this Agreement. The City Manager or Director may, in their sole discretion, extend in writing the timeframe for curing said default.

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 the City may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Program Manager is delayed in performing any obligation under this Agreement due to a force majeure condition, the Program Manager 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 Program Manager for extra compensation unless Additional Services are required.

ARTICLE 6 TERMINATION OF AGREEMENT

6.01 CITY'S RIGHT TO TERMINATE

- 6.01-1** The City has the right to terminate this Agreement for any reason or no reason, upon sixty (60) days' written notice. Upon termination of this Agreement, all reports, charts, sketches, studies, drawings, and other documents or electronic media 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 Article B4 of Attachment B, upon delivery of all such documents, materials and information. 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.
- 6.01-2**

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 thirty (30) days from the date of the City's receipt of a written notice from Program Manager specifying the City's 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 an 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 for cause.

ARTICLE 7 DOCUMENTS AND RECORDS

7.01 OWNERSHIP OF DOCUMENTS

All work products, including but not limited to; plans, specifications, maps, computer files, models and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered "work for hire" as such phrase is defined in Section 101 of Title 17 of the United States Code (Public Law 94-533 and all title, ownership and copyright privileges are and at all times shall be the property of the City without restriction or limitation on their use, and will be made available, on request, to the City at any time during the performance of such services and/or upon completion or termination of this Agreement. Program Manager and its Sub-Program Managers' electronic files, drawings tapes, disks, and similar items remain the property of the City. The Program Manager will provide these electronic items upon the request of the City or upon completion/termination of this Agreement. The Program Manager shall provide documents to others at the direction of the City consistent in content and format with normal document production as determined by the City. The City understands that the use and conversion of Electronic Data to an alternate format may not be accomplished without the potential for introduction of anomalies or errors and that changes or modifications by anyone other than the Program Manager may result in adverse consequences that Program Manager can neither predict nor control. Accordingly, the City agrees that Program Manager shall not be liable for and hereby waives all claims arising out of or connected with (a) the use, modification or misuse by the City of such Electronic Data; or (b) the decline of accuracy or readability of the Electronic Data due to storage conditions, the passage of time, or otherwise; or (c) any use of said electronic data by any third parties receiving the electronic data from the City.

The Program Manager will not be liable for use by the City of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

Notwithstanding anything contained herein to the contrary, Program Manager shall retain all right, title, and interest in intellectual property: (i) created by

Program Manager prior to this Agreement, including (without limitation) Program Manager's proprietary software programs and processes for providing services and (ii) created by Program Manager during the term of this Agreement in the normal course of business for Program Manager's clients generally. Program Manager shall not copyright any material and products or patent any invention developed under this Agreement. The City shall have the right to access/inspect the offices of the Program Manager for inspection of the Services and the products of Program Manager at any time. The Program Manager shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the City's use and occupancy of the Project.

7.02 DELIVERY UPON REQUEST OR CANCELLATION

Failure of the Program Manager to promptly deliver all Project records to the Director within thirty (30) days of cancellation, or within thirty (30) 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 documents. 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 for completion or continuation of this Project by others.

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, and Sub-Program Managers to comply with the provisions of this Article.

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 Project 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 at the Program Manager's local office and not more than once per year.

ARTICLE 8 INDEMNIFICATION

8.01 The Program Manager shall hold harmless, indemnify and defend the City, at Program Manager's own cost and expense, City officials and employees from any and all third party 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 Article shall not be limited in any way by the agreed upon compensation, 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 Manager, its agents, servants, representatives or Sub-Program Managers. This Article shall survive the termination or expiration of this Agreement.

ARTICLE 9 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(V), 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 acceptance 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. Program Manager shall maintain coverage with equal or better rating as identified herein for the term of this Agreement. Program Manager's certificates of insurance shall provide that insurers will endeavor to provide written notice to the City's Department of Risk Management of any, cancellation and/or notice of non-renewal of the insurance within 30 days of the

change. Program Manager shall make a copy of the insurance policy or policies available to view in its Risk Management office in Chicago upon request of the Risk Administrator.

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 Personal and Advertising Injury and Products/Completed Operations each with a minimum limit of \$1,000,000. Required endorsements include; Employees included as insured, Contractual Liability, and Independent Contractors Coverage. Automobile coverage for any auto 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, combined single limits, providing for all sums 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. The deductible shall not exceed \$100,000 This insurance shall be maintained for at least one year after completion of the construction and acceptance of the Project covered by this Agreement.

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. Waiver of Subrogation shall be included.

9.03-4 Excess Liability

The Program Manager shall maintain Excess Liability insurance in a minimum amount of \$3,000,000 for the following; Bodily Injury and Property Damage for each occurrence and in the aggregate.

9.03-5 Employer's Liability

The Program Manager shall maintain Employer's Liability in a minimum amount of \$500,000 for bodily injury caused by an accident, each accident, and for bodily injury caused by disease, each employee and policy limit.

9.03-6 Cancellation

The certificates evidencing the above policies shall include that the insurer will endeavor to provide the City with written notice of cancellation or material changes from the insurer not less than thirty (30) days prior to any such cancellation or material change.

9.03-7 Sub-Program Manager Compliance

Program Manager shall ensure that all Sub-Program Managers comply with these same insurance requirements.

9.03-9 Waiver of Liability.

The City shall include in all subsequent contracts with third parties for the Project contractual language that will limit the liability of the Program Manager to those actions for which the Project manager is liable under this Agreement. The City will also require that the Program Manager be named as an additional insured under all such contracts. Language shall be included that clearly indicates that the Program Manager's insurance is not the primary insurance for all of the work to be performed under this Project.

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 compensation for reimbursement of any additional costs from the City.

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 commercially reasonable 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 written approval.

The Program Manager's services are unique in nature and any transference without City 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

Program Manager, by executing this Agreement, certifies 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 Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the Project price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

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 or in the case of claims covered under Section 10.13 where the City shall pay the Program Manager's expenses and legal fees.

10.06 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by

registered United States mail, or electronic mail, 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:
Gary Fabrikant

City of Miami
Department of Capital Improvements (CIP)
444 S.W. 2nd Ave., - 8th Fl
Miami, Florida 33130

With a copy to:
Gary Farbrikant
Procurement Supervisor
Department of Capital Improvements (CIP)
444 S.W. 2nd Ave., - 8th Fl
Miami, Florida 33130

For Program Manager:
Vivian Mumaw
Chief Operating Officer
200 E. Randolph Drive
Chicago, Illinois 60601

With a copy to:
John A. Paccione
Senior Vice President
200 East Robinson Street
Suite 525
Orlando, Florida 32801

And

Delores Schroeder
General Counsel
200 E. Robinson Drive
Chicago, Illinois 60601

10.07 INTERPRETATION

Preparation of this Agreement has been a joint effort. 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 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.

10.09 COMPLIANCE WITH LAWS

Program Manager shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, OSHA, 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.

10.09-1 Non-Discrimination

Program Manager 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.

10.10 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.

10.11 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 in dispute hereunder exceed \$500,000, 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.

10.12 MEDIATION- WAIVER OF JURY TRIAL

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject Project, and/or following the completion of the Project 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 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 a certified mediator on a 50/50 basis. The Program Manager agrees to include such similar contract provisions with all Sub-Program Managers retained for the Project, 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 or to file permissive counterclaims in any action arising under this Agreement.

10.13 THIRD PARTY CLAIMS

In the event that any third party asserts claims against the Program Manager relating to the Project, then, provided (i) Program Manager's insurer fails or refuses to provide Program Manager with legal representation, (ii) the claims do not involve matters for which the Program Manager has an obligation pursuant to Article 8 of this Agreement to indemnify the City, or (iii) the claims do not involve matters for which the City has a good-faith basis to assert claims against the Program Manager, the City agrees to pay Program Manager reasonable compensation for the time and expenses of the Program Manager's personnel involved in the analysis of, response to, and resolution of such claims and the reasonable cost of the Program Manager's defense of such claims, including reasonable fees of legal counsel, any expert witnesses and other essential defense costs ("Program Manager's Defense"). The Program Manager shall have the right to select its legal counsel, subject to the approval of the City, which approval shall not be unreasonably withheld. It is understood and agreed that in the event that counsel selected by Program Manager charges rates greater than those customarily paid by the City at the time that such claim is asserted, but in no event less than \$250.00 per hour, the parties shall, in good faith,

attempt to agree upon such rates or upon an allocated payment of such rates. If the City and Program Manager disagree on the City's obligation to pay for Program Manager's Defense, then the City shall not be required to do so, but shall reimburse the Program Manager the cost of the Program Manager's Defense if, at the conclusion of the claim, it is determined that Program Manager was not at fault, or that the City's assertion of a claim against the Program Manager or the City's decision not to provide the defense contemplated herein, was not in good faith.

In the event that the third party claim for which the City has provided or paid the Program Manager's Defense results in a finding of fault on the part of the Program Manager, then the Program Manager shall reimburse the City the cost of Program Manager's Defense to the extent of such finding of fault. For purposes of this provision, a settlement agreement without the City's approval shall be deemed a finding of fault on the part of Program Manager. The City agrees that it will not withhold its approval of a proposed settlement only for the purpose of avoiding its obligations under this Article.

The City shall be relieved of its obligation to pay Program Manager's Defense in the event that, at any time during the defense of the third party claim, (i) any insurance carrier provides Program Manager with legal representation, (ii) the City has a good-faith basis to assert a claim or claims against the Program Manager involving matters for which the Program Manager has an obligation to indemnify the City pursuant to Article 8, (iii) the Program Manager takes a position adverse to the City other than in response to discovery requests or testimony or in good faith in the evaluation of any claim by or against the City, or (iv) claims are asserted by or between the City and Program Manager with respect to either party's performance under this Agreement.

10.14 INDEPENDENT CONTRACTOR:

Provider has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. 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. 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 Program Manager agrees to provide workers' compensation insurance for any employee or agent of the Program Manager rendering Services to the City under this Agreement.

10.15 PERFORMANCE EVALUATION

Program Manager is hereby advised that during the performance of Services under this Agreement, upon completion of the Project and/or at any other time deemed appropriate by the City a performance evaluation report may be completed by the City. The performance evaluations will be kept in City files for use on future solicitations.

10.16 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.

10.17 LIMITATION ON LIABILITY

Notwithstanding anything else contained herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, except for Program Manager's liability under Section 8 above, in no event shall Program Manager's liability to the City with respect to this Agreement exceed an amount equal to the greater of total annual fees paid or three Million Dollars.

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

WITNESS/ATTEST

**PROGRAM MANAGER,
JONES LANG LASALLE AMERICAS, INC.**

Signature

Signature

Print Name, Title

John A. Paccione, Senior Vice President

ATTEST:

(Corporate Seal)

Program Manager Secretary
Delores Reep

ATTEST:

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

Priscilla Thompson, City Clerk

Joe Arriola, City Manager

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Dania Carrillo, Administrator
Risk Management Department

Jorge L. Fernandez, City Attorney

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

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

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

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

Secretary: _____

Print: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

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

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

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

Partner: _____

Print: _____

Names and addresses of partners:

Name	Street Address	City	State	Zip
------	----------------	------	-------	-----

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Agreement to which this attestation is attached.

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

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

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ATTACHMENT A - SCOPE OF WORK

ARTICLE A1 GENERAL

A1.01 RANGE OF SERVICES

The Program Manager shall furnish, as Basic Services, comprehensive management services described in Attachment A1.

The Request for Letters of Interest (RFLI) dated December 19, 2005, No. _____ and the Request For Information (RFI) dated January 19, 2006, number 05-06-022 and their corresponding responses are incorporated herein by reference are included of this Agreement. In addition, the attached Negotiation Amendment to the RFI is incorporated by reference and is included as part of this Agreement. Where there is a conflict between these documents the order of preference shall be; 1. Professional Services Agreement, 2. Negotiation Addendum, 3. RFI, 4. RFLI.

The Program Management Services contemplated by this Agreement consist of management of all aspects of the Project and support and assistance to the City in the five Phases of the Project. Phase I covers the requirements for economic, marketing and financial analyses and cost to benefits aspects of this Project. Phase II includes managing and/or assisting in all aspects of the Project, including, without limitation, the procurement of services, including bidding and contracting, Project development, design, and construction, and post construction aspects of the Project. The Program Manager shall be responsible for managing, monitoring, and reporting to the City on all aspects, performance of all participant, and the progress of the Project in accordance with approved Master Project Schedule.

The Program Manager agrees to furnish the Program Management Services described in this Agreement and those that are expressly described or necessarily inferred in the Agreement as the responsibility or function of the Program Manager. The Program Manager agrees to perform such services in an expeditious and timely manner consistent with the best interests of the City as set forth in the Agreement and as otherwise made known to the Program Manager and agreed to by the Program Manager. The Program Manager shall provide the Program Management Services under this Agreement in a manner consistent with the highest standard of care and professionalism of the industry.

The Program Manager shall assist in the preparation, review and evaluation of all proposals, bids and solicitations relating to the Project and shall assist and make recommendations to the City for the award and negotiation of contracts connected with this Project.

The City and Program Manager hereby agree that the Program Manager may, subject to the prior written approval of the Director, negotiate Change Orders on behalf of the City. Notwithstanding the foregoing, the Program Manager shall have no authority to bind the City with respect to such Change Orders and same may only become binding upon the approval and execution of the City. The City reserves the right to directly negotiate, participate in negotiation of Change Orders or to reject Change Orders negotiated by the Program Manager and direct the Program Manager to re-negotiate the Change Orders.

In case of termination of the A/E, the Contractor or other firms participating in this Project, the Program Manager shall as part of the Program Manager's Basic Services assist the City in securing the services of another lawfully licensed person or entity to perform the services necessary to complete the Project.

A1.02 COOPERATIVE WORK

The Program Manager will be responsible to work in cooperation with officials of the City, the University of Miami, the A/E, the Contractor, the community and other stakeholders, and with other entities necessary to administer the planning, design and construction of the Project.

A1.03 NON-EXCLUSIVE RIGHT

It is understood that the 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 Notice to Proceed for the Project. The City reserves at all times the right to perform any and all Professional Services in-house, or with other private firms or to discontinue or withdraw the Project 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 Work required by the City.

A1.04 PAYMENTS

The City will pay the Program Manager a monthly amount for the Core Staff and shall pay for Supplemental Staff, 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 proposal for Additional Services.

ARTICLE A2 STAFFING

The Program Manager will perform all Services described in this Scope of Services by use of the Core Staff and/or the Supplemental Staff, as described below. All staff shall be duly qualified, trained and/or licensed to perform the Work assigned to them.

A2.01 Core Staff

As depicted in in this Agreement Basic Services shall be performed by Program Manager's staff assigned on a full-time basis.

Any modification in the Services may trigger a corresponding modification in the Lump Sum Compensation.

A2.02 Supplemental Staff

The Services performed by these staff will be for short term Services, or for long-term and continuing Services, associated with the Scope of Services. Services may be compensated on a hourly or lump sum basis.

A2.03 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.

2.01-1 Changes due to Absence or Termination: If there are changes in the Core Staff or Supplemental Staff, due to voluntary or involuntary termination, that position(s) 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 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.

2.01-1 Changes due to Project Requirements: Director's approval shall be in writing for additional or replacement Core Staff and for additional Supplemental Staff not included in the Core or Supplemental Staff and estimated to work in excess of 20 hours per month in total. In such cases, Program Manager shall provides a written proposal to Director detailing anticipated man-hours 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 Supplemental Staff shall be duly noted in the monthly invoice and Management Report. Program Manager shall bear the cost of any additional staff not approved by Director.

2.01-1 Electronic mail requests or proposals and authorizations are acceptable.

ARTICLE A3 CITY'S RESPONSIBILITIES

A3.01 PROJECT & SITE INFORMATION

The City, at its expense and insofar as performance under this Agreement may require, will make its best efforts to furnish the Program Manager with available information on the Orange Bowl Stadium that may assist the Program Manager in the performance of its responsibilities under this Agreement.

A3.02 PROJECT MANAGEMENT

A3.02-(a) The Director or designee shall act on behalf of the City in all matters pertaining to this Agreement. The Director or designee shall issue all Notices to Proceed to the Program Manager. The Director or designee shall approve all invoices for payment to the Program Manager.

A3.02-(b) The Director shall designate a City Project Manager from staff to have general responsibility for management of the Project. The City Project Manager shall meet with the Program Manager at periodic intervals throughout the Services to assess the progress of the Services in accordance with approved schedules. The City Project Manager shall also examine documents submitted by the Program Manager, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the Services.

ATTACHMENT A1

PROJECT DESCRIPTION

1.0 OVERVIEW (taken from RFI)

The Orange Bowl Stadium (Stadium), which was built in 1937, is owned and managed by the City of Miami. From the day the Stadium opened it has been home to the University of Miami Hurricane football team, who have won three national collegiate football championships and who have been routinely ranked as one of the top ten teams in the national polls during the last thirty (30) years. The stadium has also hosted many world class events throughout its history.

The Stadium was home to the Miami Dolphins when they became the only NFL team to achieve a perfect season. The annual NCAA Orange Bowl Classic Football Game was held at the Stadium until recently being move to the nearby Dolphin Stadium. The Stadium was the site of the boxing match between Alexis Arguello and Aaron Pryor, for the undisputed welterweight champion; The Stadium has also hosted many national and international soccer tournaments such as the Marlboro Cup, Libertadores, the 1996 Soccer Summer Olympics, and the Gold Cup.

The Orange Bowl is located in the heart of Miami and in close proximity to areas and features which draw tourists and fans from around the world. There is shopping in downtown Miami, and the areas of Little Havana, Little Haiti and other locales with unique cultural distinctions. The Miami International Airport is nearby as are world-class hotel accommodations.

The City of Miami is undergoing unprecedented revitalization as it continues to grow into a world-class City, attracting new residents from around the world. Miami is recognized worldwide as the gateway to Latin America and as an international hub. Miami successfully hosted the 4th annual Latin Grammy Awards show, the visit of the Spanish Prime Minister Jose Maria Aznar, the celebration of the Free Trade of the Americas Conference, FTAA, the MTV Music Video Awards and the Latin Billboard Awards.

The City of Miami's goal is to revitalize and redevelop and return the Orange Bowl to a world-class stadium sought after by local, national, and world-class events.

This goal includes the following.

Develop New Sources Revenue

Provide a stadium that vastly improves annual revenue potential for the City of Miami and the University of Miami Hurricanes. Additional revenue sources to be evaluated include stadium or scoreboard naming rights, seating plans, conference center, restaurants, branding, development of outparcels, acquisition of adjoining lands, potential additional partnerships with the University of Miami, the Miami-Dade County School Board and other, etc. The Program Manager will be required to guide the design team in creating multiple tiers of new amenities for ticket holders ranging from general admissions seating to new luxury suites. New amenities should be added consistent with new and recently renovated collegiate and/or professional football stadiums.

Improve Game Day Experience and Fan Amenities

Improve the overall quality game day experiences for all fans by creating new premium amenities, and amenities that also benefit all ticket holders. Some of these amenities include updating and increasing restroom counts, concourse widths to increase access to restrooms and concessions, concession points of sale and an exterior redesign intended to create a new image for the Orange Bowl.

Reduce Impacts to University and Existing Ticket Holders

Construction will be phased so that the University of Miami Hurricanes can play at the stadium throughout the redevelopment, which would be complete for the 2009 football season.

2.0 PROJECT DETAIL (taken from RFI)

The Program Management services envisioned for this Project requires the Program Management firm to perform the following:

1. Understanding of the City of Miami's Scope Requirements
 - a. Partnering
 - b. Be efficient and adaptive
 - c. Provide innovative tools and necessary resources
 - d. Assist in legacy building and community stewardship
2. Administrative Elements

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- a. Master scheduling
 - b. Control of construction budgeting
 - c. Analyze and control funding
 - d. Develop appropriate contract delivery methods
 - e. Manage professional consultants
3. Production Program Elements
- a. Development of Project's scopes for various professional services required
 - b. External coordination with various funding sources
 - c. Understanding of State of Florida, Miami-Dade County, and City of Miami Design and Construction codes, rules and regulations
 - d. Understanding of City policies and procedures
 - e. Quality control and constructability reviews
 - f. Coordination of design and construction efforts
 - g. Construction observation
 - h. Construction and professional services contract administration
 - i. Public relations support
 - j. ADA compliance management
 - k. Filing and record document control
 - l. Contractor and consultant performance reviews
4. Construction Program Management Elements
- a. Management approach, personnel and staffing plan
 - b. Manpower efficiency
 - c. Schedule and budget control
 - d. Quality control and on-site construction reviews
 - e. Development of City staff
 - f. Review of management and staffing efficiencies
 - g. Compensation strategies

The Program Management Services to be provided by the Program Manager, include but are not limited to:

1. **Program Management.** The Program Manager shall identify the responsibilities of and between all participants and other service providers, involved in the Project, including those under contract to the City. Manage and coordinate all such responsibilities. The Program Manager will assist in the solicitation of proposals for professional services, negotiation and the award of contracts.
2. **Master Project Budget(s).** The Program Manager will be responsible for establishing and managing the Master Project Budget, including the fixed construction budget, which will be done with the assistance of the City. The Program Manager will be responsible for periodically monitoring, evaluating, updating and reporting on the Master Project Budget for the Project. The initial Master Project Budget(s) and all updates of the Master Project Budget will be subject to the review and approval of the City.
3. **Master Project Schedule(s).** The Program Manager will be responsible to evaluate the Project to identify and develop an overall Project critical path. The Program Manager will be responsible for developing and maintaining the Master Project Schedule for all participants in the Project, including those who are or are not under contract with the City. The Program Manager shall be responsible for recommending the approval of the baseline schedule for design, construction and post construction services. The initial Master Project Schedule, which shall be utilized to create the master baseline schedule and all updates of the Master Project Schedule, will be subject to the review and approval of the City. The Program Manager shall ensure the timely updating of project schedule submittals by all appropriate participants. The Program Manager shall incorporate schedules accepted by City into the Baseline Master Project Schedule for the Project. The Program Manager will be responsible for monitoring and evaluating the Baseline Master Project Schedule and provide periodic reports and both electronic and hard copies of the schedules, as updated, to the City. The Master Project Schedule shall include appropriate milestones and will identify the estimated duration of the various portions of the Project. The Program Manager will evaluate the Baseline Master Project Schedule and phasing of the design and construction work to identify means of optimizing the sequencing and phasing of the Project thereby reducing the overall Project Schedule. The Program Manager shall be responsible for identifying delays in the work and recommending to the City options to resolve and mitigate any such delays. The Program Manager shall ensure that project participants submit and updated schedule with each payment application.
4. **Procurement and Award.** The Program Manager will assist in the review and evaluation of proposals, bids and work authorizations and advise the City with respect to the award of contracts, involved in the design, construction and post construction services of the Project.
5. **Schedule of Values.** The Program Manager will direct the Contractor in the development of a Schedule of Values for reporting the Cost of the Work. The Program Manager shall ensure that the Schedule of Values is updated in a

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timely manner and is current at the time of submission of each payment application. The Program Manager shall not approve a payment application without a current Schedule of Values.

6. Project Communications. The Program Manager will be responsible for managing, coordinating and facilitating communications among and between all project participants and other parties involved with the Project.

7. Project Reporting. The Program Manager will be responsible for all preparing and disseminating all reports under this Project, including but not limited to monthly, weekly and bi-weekly reports on the progress of all aspects of the Project.

8. Public and Regulatory Approvals. The Program Manager will coordinate and assist the City, the A/E and the Contractor, as required, to secure public and regulatory approvals required by governmental agencies having jurisdiction over the Project.

9. Payment Procedures. The Program Manager will receive, review and evaluate all Applications for Payments submitted for accuracy in accordance with Florida Statute's Local Government Prompt Payment Act. The Program Manager will recommend in writing approval of all acceptable payment applications or reject, in writing, and require the resubmission of Applications for Payments that are deficient. Rejection of Applications for Payment must include a written basis for such recommendation.

10. Close-out and Commissioning. The Program Manager will be responsible for managing the close-out of construction and start-up operations of the Project.

11. Naming Rights. The Program Manager will develop and implement a plan for the naming rights for the new scoreboard. Such assistance will identify potential sources, contract development and negotiations.

12. Small and Disadvantaged Business Program. The Program Manager will identify to the City, A/E and Contractor opportunities for small and disadvantaged business. The Program Manager shall also be responsible for identifying trade work that can be performed utilizing the local workforce. Program Manager will responsible for preparing all reports required to track and provide details on utilization.

13. Community/Stakeholder Outreach. The Program Manager will assist the City in conducting Community and Stakeholder outreach which will consist of attending meetings and preparing and making presentations. Community/Stakeholders include but are not limited to local residents and business, and Miami-Dade County government.

14. Quality Control & Assurance. Develop, implement and manage a quality control and assurance plan for all phases of the Project

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

A. General

1. Serve as the City's representative (Owner's Representative) throughout the Project
2. All communications with the City shall be coordinated through the City's Project Manager.
3. The City's Project Manager shall be copied on all correspondence
4. Prepare and distribute all meeting minutes to confirm and record the understandings and agreements resulting from meetings and conferences related to the project. Facilitate meetings of City's Project Team and document decisions made as well as key discussion points in meeting minutes. Responsible for distribution of all meeting minutes
5. Attend all meetings requested by the City, including those necessary to develop the program criteria
6. Work with the City and establish a clear project scope of all services for the Orange Bowl Renovation Project.
7. Work with the City to establish the scope of services related to removal of any Hazardous Materials. Monitor the progress of the Hazardous Materials removal
8. Conduct economic, financial and marketing analysis and prepare reports to the City of findings.
 - i. Cost/benefit analyses
 - ii. Conduct a conference center feasibility study
 - iii. Conduct a restaurant feasibility study
 - iv. Restaurants, concessions and other amenities including a comparison with other collegiate facilities
 - v. Sizing and number of Club Suites, Club Seats. Club Lounge, and other amenities
 - vi. Maximize revenue
 - vii. Market comparison
 - viii. Ancillary uses of site
 - ix. Operations plan and associated costs
9. Develop a premium seating plan

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10. Develop a stadium signage plan
11. Prepare and review development plan and design concepts with the City.
12. Recommend to City actions to be taken to facilitate the Project.
13. Develop, with the assistance of the City a Master Project Budget and distribute upon approval as directed by the City.
14. Revise and update the Master Project Budget against baseline as necessary to reflect current status.
15. Develop, with the assistance of the City a Master Project Schedule.
16. Prepare cost estimates.
17. Revise and update the Master Project Schedule against the baseline as necessary to reflect current status.
18. Develop and obtain approval of the City of a Construction Phasing Plan. Construction phasing plan must be developed in a manner that does not impact any University of Miami football game and any other events scheduled at time of development of this Plan.
19. Revise and update the Construction Phasing Plan against baseline as necessary to reflect current status.
20. Assist with award of a contract with the A/E firm for design of the Project.
21. Coordinate requirements of the concept design with on-going repairs, including structural repairs of the Orange Bowl.
22. Review on-going repairs, historical data, including available plans, drawings, construction documents and reports to determine their impact on the Project.
23. Develop with the assistance of the City the program and design requirements for the Project, which will be used as a standard by the A/E for the design of the Project.
24. Perform preliminary investigation, and finding of fact of planned construction, construction or modification to properties adjacent to the Project site; or projects that may have an effect upon the Project, or the Project's goals and objectives.
25. Assist the City in the procurement, negotiation and monitoring of the Testing Laboratories during the construction phase.
26. Assist the City with all specialty services during the Project including assisting the City with leasing suites and boxes, and reviewing financial assessments
27. Develop, implement (subject to City approval) and manage a dispute and conflict resolution process.
28. Recommend lease terms to the City for any and all potential lessees

B. Design Phase

1. Review and study any relevant reports, documents or studies previously prepared
2. Work with the City to find any and all "as-built" drawings from previous Orange Bowl projects that can be used as backgrounds for the successful Design Consultant
3. Establish a list of national A/E firms which specialize in Sporting Venue Design
4. Perform preliminary investigation of utility connections and capacities at the project site. Close attention must be made to ensure A/E performs thorough utility coordination. Final responsibility for utility coordination rests with the A/E.
5. Compare the resultant Design Agreement proposed fee to that line item in the Project Budget.
6. Meet with the Design Consultant and establish a workable design timetable. And revise the Master Project Schedule accordingly
7. Attend all milestone review meetings, monitoring the design's progress and checking it against the project schedule
8. Review all drawings and specifications at all milestones for the purposes of value engineering and constructability
9. Manage the Design Consultant throughout the design and construction phases
10. Assist City by preparing for Public Meetings as may be necessary from time to time related to the Design Consultant's action or services
11. Establish construction administration service procedures required by the Design Consultant
12. Monitor the Design Consultant's CADD drawings related to changes and ensure that the City receives a proper set of CADD drawings in electronic format at the end of the project
13. Make recommendations to the City regarding any additional services requested by the Design Consultant and any errors and/or omissions that the Design Consultant is responsible for
14. Coordinate between the City, the Design Consultant and the Contractor, so that open and honest communication is common during the design and construction phases
15. Review design for compliance with project goals and requirements. (Design includes, but is not limited to drawings and specifications.)
16. Timely report all issues and deficiencies in performance to the City that impact the Master Project Schedule or Budget
17. Facilitate review and approval of the Project by all entities having permit or other jurisdiction

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18. Maintain records on all changes request by the City and by the permitting agencies. Program Manager shall be able to track and report on all associated costs.
19. Establish a final payment and close-out procedure to ensure that all documents, materials and other requirements are received by the City

C. Construction Phase

1. Establish a list of nationally recognized Construction firms that have built similar projects regarding complexity and large sporting venues
2. Establish with the City an RFP for Construction Services
3. Establish the grading system to be used during the evaluation of the RFP's
4. Assist the City in the review, evaluation of the proposals received for Construction Services
5. Assist the City in the negotiation and award of a contract for Construction Services
6. Clearly define the Construction Firms scope of services, additional services and construction errors and omission responsibilities
7. Compare construction cost to that line item in the Master Project Budget an update accordingly
8. Establish with the City the preliminary construction sequence and timetables that meet the City's Project overall schedule goals. Then meet with the Contractor and establish a workable construction schedule
9. Compare construction schedule to Master Project Schedule and update accordingly
10. Provide on-site representation throughout the construction phase
11. Manage the Contractor throughout the design and construction phases
12. Ensure that Contractor prepares one week, two week, and monthly look-ahead schedules. Program Manager will be responsible for the distribution of these schedules.
13. Provide weekly reports to the City during the construction phase. Reports to include logs on submittals, RFI's and CPR's
14. Work with the Contractor to establish value engineering procedures and criteria and closely monitor the estimates of design through the design period
15. Review all estimates and compare it to the original Master Project Budget
16. Establish construction administration procedures to be used by the Contractor throughout the construction period
17. Require that the Contractor furnish an original construction schedule and monthly updates
18. Monitor the progress of construction and compare the progress to the original construction schedule and the monthly updates
19. Coordinate the activities for Testing Laboratories during the construction phase. Evaluate and make recommendations regarding their costs and services
20. Track and report on all change orders, pending change orders, the basis for change orders and their associated costs.
21. Track and report on all unforeseen conditions, and their associated costs.
22. Assist City by preparing for Public Meetings as may be necessary from time to time related to the Contractor's action or services
23. Ensure that the Contractor is complying with the Quality Control and Assurance Plan
24. Establish a substantial completion and punch list procedure so that all areas are properly reviewed and that the subsequent lists are properly completed prior to issuance of the notice of Substantial Completion
25. Establish a final completion and close-out procedure to ensure that all documents, materials and other requirements are received by the City
26. Make recommendations to the City regarding all additional services, or time extensions requested by the Contractor. Also review and make recommendations regarding the Contractor's responsibilities regarding construction errors and/or omissions
27. Coordinate between the City, the Design Consultant and the CM, so that open and honest communication is common during the design and construction phases
28. Timely report all issues and deficiencies that impact the Construction Schedule.
29. Review and recommend to the City proposed uses of construction contingency by the Contractor.
30. Maintain a "Pending Change Report" to track proposed increases in the construction contract and uses of construction contingency – expected, committed and contracted.

D. Post Construction Phase

1. Develop a Sponsorship/Naming Rights Plan and assist the City in implementing the Plan and entering into sponsorship agreements
2. Develop and implement a training program for City personnel for all equipment and operation aspects of the improvements to the Orange Bowl Stadium
3. Develop an operation plan and associated benefits cost for operation by the City, Private, or a City/Private partnership. Manage the build-out of the concessionaire sites.

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4. Based on the completed renovations develop start-up and annual maintenance plans, including preventative maintenance, with corresponding budgets
5. Assist the City in the selection and contracting process for a restaurant. Manage the build-out of the restaurant site (if determined to be financially beneficial)
6. Assist the City in the concessionaire selection and contracting process. Manage the build-out of the concessionaire sites, including systems and equipment
7. Develop a Parking plan and assist the City in its implementation.
8. Develop a warranty plan for for monitoring, reporting and tracking warranty issues and repairs

In addition, as stipulated in Attachment A the RFLI, RFI there corresponding responses from the Program Manager and the Negotiation addendum are incorporated by reference and become part of this Agreement.

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SCHEDULE A2 - SUB-PROGRAM MANAGERS**FIRM NAME****CONSULTING FIELD**

To Be Finalized

SCHEDULE A3 - KEY STAFF**NAME****JOB CLASSIFICATION**

John Vick	Executive Vice President
John A. Paccione	Senior Vice President (Project Executive)
Ann Carey	Senior Vice President (Project Executive)
James K. Cowdery	Vice President
Hank D. Pohl	Senior Project Manager
Michael Godoy	Director
Steve Froot	Vice President
Larry Benton	Associate
Justin Bates	????

*****END ATTACHMENT A*****

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ATTACHMENT B - COMPENSATION AND PAYMENTS

ARTICLE B1 MANNER of COMPENSATION

The fees for Services for 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**
 - (1) Core staff and recurring expenses shall be paid on a lump sum basis for each phase of the Project. Payments will be made on a monthly basis prorated over the time to be established for each phase, upon the City's approval of the corresponding components of the Master Project Schedule.
- b) **An Hourly Rate, at the rates set forth in Schedule B1**
 - (1) Supplemental staff shall be reimbursed on an hourly basis

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 2.03-1 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 Staff, at no time should the billing exceed the amount specified in this Agreement.

B1.02 PROGRAM MANAGER NOT TO EXCEED

The maximum dollar amounts stated for compensation shall not be exceeded without an amendment to this Agreement, approved in accordance with the City Code by the City Manager or the City Commission, as applicable. In the event compensation is exceeded without the aforementioned 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, 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. 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 for Supplemental Staff and for Additional Services as may be requested by City. Program Manager shall identify job classifications, available staff and projected man-hours required for the proper completion of the Services under this Agreement. 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 & OVERHEAD

Regardless of the method of compensation, all compensation paid by the City shall cover all Program Manager's labor costs.

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

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Program Manager Initials _____

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:

B3.01 LUMP SUM

Compensation for Services shall generally be a Lump Sum, a Fixed Fee mutually agreed to or to be mutually agreed upon in writing by the City and the Program Manager and stated in a Work Order for Additional Services. 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: Payments shall be made on a monthly basis to the Program Manager and shall be made based upon the total compensation for the cost of the Core Staff and/or Supplemental Staff for a particular Phase of the Services prorated on the number of months for such Phase.

B3.01-3 Modifications to Lump Sum: If the City authorizes a substantial or material change in the Services, the Lump Sum Compensation for that portion of the Services may be equitably and proportionately adjusted by mutual consent of the Director and Program Manager, which may be put into effect by a change 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, operating margin, and reimbursable expenses as attached in **Schedule B-2**.

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 Agreement, including but not limited to overhead, operating margin, 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 the work to be performed. Hourly Rate Fees may be utilized for Supplemental Staff and Additional Services. In either case, the City will 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 utilized on an hourly basis, 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.

B3.03 SUB-PROGRAM MANAGER FEES

Program Manager is responsible to directly pay all Sub-Program Managers performing Services. The Program Manager is not entitled to a mark-up of any kind on compensation paid to Sub-Program Managers on behalf of City. All payments to Sub-Program Manager shall be made in accordance with Florida Statutes's Local Government Prompt Payment Act.

ARTICLE B4 FEES RESULTING FROM PROJECT SUSPENSION

If the Project 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.

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ARTICLE B5 ADDITIONAL SERVICES

Services categorized as "Additional Services" may be specified and authorized by City and are considered to be beyond the scope of the Basic Services. Additional Services shall either be identified in a Work Order or shall be authorized by prior written approval of the Director or City Manager and will be compensated for as provided in the Work Order. Hourly Rates shall be based on those stated in this Agreement.

ARTICLE B6 PAYMENTS**B6.01 PAYMENTS GENERALLY**

Payments may be requested monthly for services performed during the prior month. For the Lump Sum portion of this Agreement, payments shall be made monthly on an equally prorated monthly basis for the applicable portion of the Services. 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.

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 Agreement. Other, pre-approved Variable Reimbursement Expenses are to be invoiced within 60 days of the Program Manager's expenditure thereof.

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

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

B6.02 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 Managerstaff, 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 B7 REIMBURSABLE EXPENSES**B7.01 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 Project. 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 lump sum payments shall be available to the City for audit upon request of the City.

B7.02 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 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 Staff, Supplemental Staff.

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.

B7.03 AUTHORIZATION

Both Recurring Reimbursements and estimates of Variable Reimbursements are as shown in Schedule B3, subject to the following exceptions. Variable Reimbursement Expenses for all travel and per diem, miscellaneous items and any other item or category not stated shall be subject to specific written advance approval of the Director or designee using forms provided in **Schedule B4**

B7.04 DEFINITIONS & 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

Contract No. _____

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Program Manager Initials _____

Program Manager and the Program Manager's employees, or Sub-Program Managers, in the interest of the Services for the purposes identified below:

B7.04-1 Transportation

- **Recurring Reimbursable:** parking expenses and vehicle allowances for members of Core 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 the performance of Services 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 Director or designee. Such pre-authorization will be subject to the mileage rate limitations of Section 112.061, Florida Statutes, as amended.

B7.04-2 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, 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.

B7.04-3 Communication and Delivery Expenses

- **Recurring Reimbursable:** cellular (mobile) telephone expenses for members of Core 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.

B7.04-4 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.

B7.04-5 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.

B7.04-6 Computer Expense

- **Recurring Reimbursable:** Costs for lease of laptop computers and printers, for Program Manager, as designated in **Schedule B3**, are eligible Recurring Reimbursements.

B7.04-7 Office Supplies And Equipment

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

B7.04-8 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.

B7.05. REIMBURSEMENTS TO SUB-PROGRAM MANAGERS

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Program Manager Initials _____

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 herein.

ARTICLE B9 **COMPENSATION FOR REUSE**

It is understood that this Agreement includes the provision for the re-use of documents, plans and specifications, reports, and models, at the City's sole discretion. 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.

Contract No. _____

Program Manager Initials _____

SCHEDULE B3 – ESTIMATE OF REIMBURSABLE EXPENSE

As stipulated in the Program Manager's Orange Bowl Fee and Reimbursible Expenses Proposal dated February 16, 2006, which is attached a made a part of this Agreement.

Contract No. _____

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Program Manager Initials _____

| ors:Document 6-JLL-PSA-V3

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DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 6/19/03
 NAME OF PROJECT: FUEL DOCK AT DINNER KEY MARINA
 INITIATING DEPARTMENT/DIVISION: Conferences, Conventions, and Public Facilities
 INITIATING CONTACT PERSON/CONTACT NUMBER: Alejandra Argudin - 305.579.6341 & Stephen Bogner - 305.579.6955
 C.I.P. DEPARTMENT CONTACT:
 RESOLUTION NUMBER: R-02-218 CIP/PROJECT NUMBER: 326015
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$538,580.00
 SOURCE OF FUNDS: 1) \$269,290.00 from Strategic Initiatives Funds 2) \$269,290 from HLD Citywide Waterfront Improvements
 ACCOUNT CODE(S): CIP # 326015

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

3. SCOPE OF PROJECT:
 individuals / Departments who provided input: Conferences, Conventions, and Public Facilities - Alejandra Argudin & Stephen Bogner

DESCRIPTION OF PROJECT: Funds will be used for the design and construction of fuel dock. This is a Revenue Generating Project - a fuel dock is needed for the use and convenience of the boating public, the marina does not presently have a permanent fueling system.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 6/19/03
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____
 Approved by Commission? YES NO N/A DATE APPROVED: 3/7/02
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

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

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

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

Justifications for change: _____

Description of change: _____

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

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

6. COMMENTS: In addition to the 592 slips at Dinner Key Marina, there are an estimated 1,500 vessels in and around the marina that would use fueling services. Subject to Actual cash flow budget.

APPROVAL: [Signature] DATE: June 24, 2003
 BOND OVERSIGHT BOARD

I. APPROVAL OF THE MINUTES OF THE MEETING OF MAY 27, 2003.

HD/NIB MOTION 03-48

A MOTION TO ADOPT THE MINUTES OF THE MEETING OF
MAY 27, 2003.

MOVED: L. de ROSA
SECONDED: M. CRUZ
ABSENT: R. AEDO; S. ARMBRISTER; W. HARVEY;
D. MARKO; J. REYES; R. VANGATES

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

II. NEW BUSINESS:

A. INTRODUCTION OF NEW BOARD MEMBER:

- **Suzanne Peters -- nominated by Commissioner Winton**

Civic activist Suzanne Peters is presently the Chairwoman of the Cocconut Grove Village Council. She is a local attorney, working in the area of securities arbitration, commercial disputes and general commercial law.

B. AUDIT COMMITTEE REPORT.

- **Fuel Dock at Dinner Key Marina Project.**

The Audit Committee recommended approval of the fuel dock project.

Presentation by Marinas Manager Steve Vogner and Alexandra Argudin -- Department of Public Facilities. Bond funding in the amount of approximately \$296,290 has been applied for to complete construction and installation of a full service fuel station at Dinner Key Marina. To date approximately \$128,000 of previously allocated monies have been spent on this endeavor. The purpose of the fuel dock is to enhance amenities at Dinner Key Marina and to generate additional revenues for the City. The department is

currently in the process of submitting regulatory permit applications to the Department of Environmental Protection (DEP) and the Department of Environmental Resource Management (DERM). It is hoped that this project will be completed by September 2004. The City would make a net profit on the gallons of fuel sold, whether gasoline or diesel. The profit would go into the City's general fund. Dinner Key Marina is owned and operated by the City.

At a recent Audit Committee meeting, Board Member Marko voiced concern about the City's ability to safeguard the environment and operate within the parameters of environmental regulatory agency guidelines. Mr. Vogner has met with a representative of DEP regarding this issue and assured the Board that the standards by which the City will operate the fuel dock meet requirements of the Federal Environmental Protection Agency (EPA) that are passed down to the State of Florida DEP and promulgated through DERM's operating permits.

Chairman Flanders suggested to the Board that this project would enhance the viability of licensing boaters to use the slips at Dinner Key Marina. He also informed the Board that presently, in the immediate area of the marina, there are only three places to purchase fuel -- Key Biscayne Yacht Club, which is private; Belcher, which bashes boats and Miami Beach Marina which is very expensive.

Board Member Cruz inquired as to who would have control of the cash revenue coming into the facility. Mr. Vogner assured the Board that the Marina has a history of handling large sums of cash, such as at the fuel storage facility currently being operated by the Marina, which generates approximately \$150,000 a year in gross revenues through cash, check and credit cards, and historically, there has not been a problem re accountability of revenue generated.

Vice Chairman Reyes and Board Member Reshefsky requested that a more explicit budget be a condition of a recommendation of approval of this project to the City Commission.

Chairman Flanders informed the Board that bond funds have been earmarked for both the project and the project has the approval of the CIP Department. CIP will be building Phase 1 of this project and will bid out Phase 2 to a construction company.

HD/NIB MOTION 03-49

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT COMMITTEE OF THE FUEL DOCK AT DINNER KEY MARINA PROJECT, CONDITIONED UPON THE PROVISION OF AN EXPLICIT BUDGET FOR SAID PROJECT, INCLUDING PRO FORMA INCOME STATEMENTS, CASH FLOW, EXPENSES AND OTHER FIXED AND VARIABLE COSTS; FURTHER THAT THE DEPARTMENT OF PUBLIC FACILITIES WILL PROVIDE AN UPDATE OF THE FUEL DOCK PROJECT TO THE BOARD WITHIN SIX MONTHS OF COMMENCEMENT OF THE PROJECT.

MOVED: M. CRUZ
SECONDED: L. CABRERA
ABSENT: R. AEDO; S. ARMBRISTER; W. HARVEY;
D. MARKO; J. REYES; R. VANGATES

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

• **Environmental Site Assessment Report & Title Related Services for several Little Haiti Park Properties.**

Presentation by Dirk Duval and Madeline Valdes --
Department of Economic Development.

The Department of Economic Development, in its efforts to acquire property in the Little Haiti area is being conveyed three pieces of property from Miami-Dade County at no cost. The properties involved were presented before the Board at its April 22, 2003 meeting, at which time, the Board recommended approval of the this acquisition as a part of seven properties the City is acquiring to build a park for the Little Haiti community. In order to acquire the properties, an environmental site assessment report is required as well as title, and related services costs of approximately \$10,200.

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JOSE MARTI PARK NEW COMMUNITY ROOM BUILDING-LANDSCAPING & REINFORCING FOAM FLOORING FOR AEROBIC ROOM PROJECT; FURTHER RECOMMENDING THAT \$50,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS AND ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOTION: D. MARKO
SECONDED: R. AEDO
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA; R. VANGATES

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

III. UPDATES:

- Dinner Key Marina Fuel Dock.

Total dollar amount: \$538,580.

Source of funds: \$269,290 from Strategic Initiative;
\$269,290 from Homeland Defense/
Citywide Waterfront Improvements

Report by: Board Member Reshefsky;
Alejandra Argudin - Conferences,
Conventions, Public Facilities

Date approved by Audit Subcommittee: June 19, 2003.

This is a revenue-generating project. Dinner Key Marina does not presently have a permanent fueling system. In addition to the 592 slips at Dinner Key Marina, there are an estimated 1,500 vessels in and around the marina that would use the fueling services.

Phase I, which is the design portion of the project has been completed. All permitting has been received except two -- the Army Corps of Engineers permit and DERM permit, and that CIP is in the process of putting together the bid packages for the construction portion, which is Phase II. It is anticipated that within approximately three weeks, the bid package should be going out, and by April 2004, an update will be provided to the board and it is anticipated that construction would have commenced and all permits would be in place by that time.

HD/NIB MOTION 04-71

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – IRRIGATION PROJECT.

MOVED: L DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, R. Vangates

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

UPDATES:

1. Model City Trust – Replacement of HOME Investment Partnership Funds.

Marva Wiley informed the board that Model City funds had been swapped from infrastructure improvements in the bond for a purpose of land acquisition. Auditor General's review of this transaction was referred to the bond counsel opinion, who opined the transactions were in compliance with bond's public purpose requirements.

2. Dinner Key Marina Fuel Dock.

Alejandra Argudin informed the board this project has been delayed for modification to the plans. Pending are approvals from two agencies. Once those approvals are obtained, the plans will be submitted to the Zoning Department for another dry run process. CIP will bid the construction phase after that. Expect to open April 2005.

3. Neo Lofts Greenway Segment.

Jorge Cano informed the board agreement with developer is being revisited, with intent to release them from obligation of construction in order to marry this segment with the Jose Marti Park segment. The scope of work is to be expanded and done together as one project.

4. Environmental and Title Services for Little Haiti Park Parcel's 18, 60 & 61.

Dirk Duval informed the board that this project is in the permitting process, the title went through and proceeding with cleanup of the tanks, should be completed in six months.

5. Appraisal Services for Little Haiti Park Parcel 92.

Dirk Duval stated that appraisals were authorized to be done with due date of August 6th.

6. Land Acquisition for Little Haiti Park Parcel 79.

7. Land Acquisition for Little Haiti Park Parcel 91.

Dirk Duval stated that Parcels 79 and 91 were closed on June 14, 2004 and are in the process of demolishing structures and securing the properties.

8. Steel Picket Fence at Eaton Park.

Ed Blanco stated that this project was completed a while ago.

9. New Pool Heaters at Hadley Park.

Ed Blanco stated that project has been bid out, have a purchase order and contractor is working on this right now.

- Trust has been successful in receiving other grants, some of them to remediate brownfields (contaminated lands). Some of the HD/NIB funds are to be used as matching funds for remediation of contaminated lands.
- A second priority for the Trust is addressing the digital divide by implementing a hot zone to create the opportunity for residents of the area to have access to the internet.
- Lastly, infrastructure improvements will be addressed.

Ms. Wiley further stated that no one has moved into houses yet. The first priority of the Trust was to acquire all properties prior to beginning construction. The reason for this is once you construct houses, the value of area properties increases. Master plan was approved in 2004. There are 86 properties currently in the inventory; of that 26 are slated for single family homes. There are 16 houses ready for implementation. The past six months have been processing necessary permits.

3. Dinner Key Mooring Anchorage Field Project.

Steven Bogner, Marinas Manager, Department of Public Facilities, reported that: (1) the engineering and permitting consultant is in regular contact; (2) preparing to remove 11 derelict and sunken vessels from project area within the next 45 days and identifying additional vessels to be removed; (3) submitting applications for Florida Inland Navigation District for grant monies.

4. Dinner Key Marina Fuel Dock.

Steven Bogner, Marinas Manager, Department of Public Facilities, reported that permit approvals for fuel dock have been secured; construction phase of project has been put out to bid and responses are due March 22, 2005. The next step is the evaluation of proposals by the CIP Dept. and the approval of the contract by the City Commission.

5. Baywalk Improvements at One Miami Site.

Kevin Brown, CIP Dept., reported this walkway along the Miami River is expected to be completed by September or October 2005. Project includes art pieces and water fountain.

6. Neo Lofts Greenway Segment.

Kevin Brown, CIP Dept., reported that a pre-construction meeting took place on February 3rd. Notice to proceed with contract was issued on February 13th. Currently, contractor is acquiring necessary permits. Expecting construction to begin next week. Gary Reshefsky requested before and after photographs. Robert Flanders requested photographs be posted on the board website.

3. Neighborhood Fire Stations & Training Facility

Assistant Fire Chief Tom Flores, reported that when the Homeland bond first began, it was broken down into three fire stations and the training center where the money would be spent. The money was allocated for those four projects. The Department expended money without coming back before the Homeland Board, to lease trailers for use as stations, and to improve sites where the stations were located. In the Department's search for property, appraisals were done that use Homeland bond monies. Lately, the fire fee and other funds have been used to cover the costs of appraisals.

Nikki Lorenzo, Public Facilities, reported that closing was completed on October 21, 2005, on the property on 990 Northeast 79th Street, purchased for 900,000. The other two properties, 958 and 960 Northeast 79th Street, for 1,050,000, closing is expected to be completed next week.

Assistant Fire Chief Tom Flores, reported that one of the properties has a year lease, but the Department will be working with architects and engineers to begin the design process. Station 11 has an architect and engineer company already in the design process.

4. Dinner Key Mooring Anchorage Field Project

Stephen Bogner, Public Facilities, reported that construction drawings and engineer have been completed on this project. Permits have been submitted to the agencies. A notice of intent to issue permit was received from the Florida Department of Environmental Protection, the lead regulatory agency on the project. A Miami citizen objected to the project and filed a petition for administrative hearing. The DEP denied that request and offered that individual 15 days to submit an amended petition. The end of the 15-day period is approaching. When the final permits are secured from all the agencies on this project, the Department will move forward with securing the balance of the funding for this project, which is estimated to be between 750,000 and \$1 million. This project has not taken money out to remove sunken vessels throughout the planned mooring field project area. The Department is hoping to secure FEMA funding for debris removal. Next steps are securing funding, and concurrent with that is continuing to remove the derelict vessels from the mooring field project vessel and citywide.

5. Dinner Key Marina Fuel Dock

Mary Conway, CIP & Transportation, reported that CIP is in the process of executing the contract with the contractor. Construction is anticipated to begin in late January.

6. Environmental & Title Services for Little Haiti Park Parcels 18, 60 & 61

Madeline Valdes, Public Facilities, reported that all title issues on the properties have been resolved.

7. Underground Storage Tank Removal at Little Haiti Park Parcels 60 & 61

Madeline Valdes, Public Facilities, reported that underground tanks were removed on properties, and a clearance letter was obtained from DERM.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

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

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: Additional \$130,550 (5 Million Bond Authorization, 1st Series Allocation 1 Million,
swaps per ordinance \$1,207,785+Unallocated funds of \$202,000 estimated balance is \$268)
SOURCE OF FUNDS: Virginia Key Park Improvements
ACCOUNT CODE(S): CIP # 333416

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

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

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

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/21/05
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 11/10/05
Approved by Commission? YES NO N/A DATE APPROVED: _____
Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

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

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

Justifications for change: _____
Description of change: _____

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

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

6. COMMENTS: Need to move project forward, Soft costs ok'd by Bond Counsel.

APPROVAL: [Signature] DATE: 11/10/05
BOND OVERSIGHT BOARD

David Shorter, Executive Director, Virginia Key Beach Park Trust
Teri E. Thomas, City Clerk's Office

I. **APPROVAL OF THE MINUTES OF THE MEETING OF AUGUST 23, 2005.**

HD/NIB MOTION 05-114

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF AUGUST 23, 2005.

MOVED: R. Aedo
SECONDED: W. Harvey
ABSENT: K. Apfel, R. Cayard, L. De Rosa, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

II. **OLD BUSINESS:**

A. **AUDIT COMMITTEE REPORT:**

1. Additional Funding and Scope of Work Change for Virginia Key Beach Park Trust Capital Related Consulting

TOTAL DOLLAR AMOUNT: <u>Additional \$130,550 (5 Million Bond Authorization, 1st Series Allocation 1 Million, swaps per ordinance \$1,207,785+Unallocated funds of \$202,000 estimated balance is \$268)</u>
SOURCE OF FUNDS: <u>Virginia Key Park Improvements</u>
ACCOUNT CODE(S): <u>CIP # 333416</u>
DESCRIPTION OF PROJECT: <u>To request using the remaining funds in the amount of \$186,880 to be used for site preparation costs related to the leasing of construction trailers, to oversee the continued capital improvements at the park site, plus additional funding of \$130,550 for various projects such as Waste Management trash hauling for the beach restoration. Challenger Enterprises regulatory buoys for the swimming zone, architectural competition finalist for the museum design, IMDC electrical master plan, NOAA-bear cut current testing and Sea System Corp. erosion control line survey.</u>

HD/NIB MOTION 05-117

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION FOR ADDITIONAL FUNDING AND SCOPE OF WORK CHANGE FOR VIRGINIA KEY BEACH PARK TRUST CAPITAL RELATED CONSULTING.

MOVED: W. Harvey
SECONDED: L. Cabrera
ABSENT: R. Cayard, J. Manowitz, D. Marko, G. Reshefsky, J. Reyes, M. Reyes

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

2. Robert King High Park Soccer Field

TOTAL DOLLAR AMOUNT: \$1,974,700 (10 Million Bond Authorization, 1st Series Allocation 0, swaps per ordinance \$241,234 +Bond Interest \$1,976,250, estimated balance is \$0)
SOURCE OF FUNDS: Soccer Complex Development
ACCOUNT CODE(S): CIP # 333145
DESCRIPTION OF PROJECT: Scope consists of a Soccer Field with minimum international or college size requirements (approximately 120yds x 65yds) with lighting. Male and Female restroom facilities, bleachers, parking lot with lighting, security lighting around structures, required landscape adjacent to building and parking lot, proposed turf block and irrigation systems, sidewalks and accessibility to the facilities per ADA guidelines for building and facilities and other applicable codes, required site improvements from the north of the existing bridge to the new facilities in coordination with the proposed project south of that bridge.

HD/NIB MOTION 05-118

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ROBERT KING HIGH PARK SOCCER FIELD.

MOVED: L. Cabrera
SECONDED: L. De Rosa
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

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

TOTAL DOLLAR AMOUNT: not to exceed \$5,780,679
SOURCE OF FUNDS: Capital and Transportation Improvements Program
ACCOUNT CODE(S): _____
DESCRIPTION OF PROJECT: To execute a Professional Services Agreement (PSA) and work order No.1, with HDR Engineering, Inc. for Professional Program Management Services for the Capital Improvement and Transportation Program for a one year period, with the option for five additional one-year extension pursuant to RFP 04-05-019.

HD/NIB MOTION 05-119

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES.

DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

Previously Approved

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

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

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

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: David Shorter

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

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 7/20/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 7/28/04
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____


Justifications for change: _____

Description of change: _____

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

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

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

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

I. APPROVAL OF THE MINUTES OF THE MEETING OF JUNE 22, 2004.

HD/NIB MOTION 04-62

A MOTION TO ADOPT THE MINUTES OF THE MEETING OF June 22, 2004.

MOVED: M. REYES

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, W. Harvey; D. Marko, J. Reyes, R. Vangates

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

II. NEW BUSINESS:

A. AUDIT COMMITTEE REPORT:

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

TOTAL DOLLAR AMOUNT: \$202,000 (Allocated 5,000,000; current balance of \$3,798,000)

SOURCE OF FUNDS: Virginia Key Beach Park Improvements

Report by: David Shorter

Approved by Audit Committee on 7-20-04

SCOPE OF PROJECT: Cultural Center Design \$110,000; Utilities Master Plan \$40,000; Master Plan Implementation \$52,000

HD/NIB MOTION 04-63

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE VIRGINIA KEY BEACH PARK IMPROVEMENTS PROJECT; FURTHER ENCOURAGING THAT THE VIRGINIA KEY BEACH PARK TRUST TO CONTINUE TO WORK WITH THE DEPARTMENT OF CAPITAL IMPROVEMENTS PROJECTS ON THIS PROJECT.

MOVED: L. DE ROSA

SECONDED: M. CRUZ

ABSENT: K. Apfel, L. Cabrera, R. Cayard, D. Marko, J. Reyes, R. Vangates

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

- **Additional Funding for Demolition of Structure at Little Haiti Park Parcel 68.**

TOTAL DOLLAR AMOUNT: \$20,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$15,612,068.

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

Report by: Dirk Duval

Approved by Audit Committee on 7-20-04

SCOPE OF PROJECT: Additional \$20,000 for removal of the fill and the additional cost associated with Phase II Environmental Site Assessment done prior to the acquisition of the site.

6. West End Park - Water Playground

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

7. Virginia Key Beach Park Trust - Capital Related Consulting

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

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

8. Preservation Development Initiative Grant

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

9. Land Acquisition at 301 NE 62nd Street - LHP 101 in connection with Little Haiti Park.

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

10. Brentwood Village

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

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



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

pls schedule update

1. DATE: October 22, 2002
NAME OF PROJECT: Miami Circle Greenway
INITIATING DEPARTMENT/DIVISION: Miami River Commission
INITIATING CONTACT PERSON/CONTACT NUMBER: Brett Bibeau / 305.361.4850
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: R-02-1227 CIP/PROJECT NUMBER: 341211
ADDITIONAL PROJECT NUMBER:

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$125,000.00 (\$25,000 approved for grant matching)
SOURCE OF FUNDS: \$25,000 Greenways Improvements ACCOUNT CODE(S):
\$100,000.00 Fl. Dept of Env. Protection CIP # 341211

If grant funded, is there a City match requirement? YES NO
AMOUNT: \$25,000.00 EXPIRATION DATE:
Are matching funds Budgeted? YES NO Account Code(s): 341211 Greenways Imp.
Estimated Operations and Maintenance Budget No cost to City of Miami; Maintenance provided by Miami Dade County

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Dianne Johnson, Economic Development
Scott Sivakov - MKC
DESCRIPTION OF PROJECT: To build the greenway adjacent to the "Miami Circle."

Approved by Audit Committee? YES NO N/A DATE APPROVED:
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 10/22/02
Approved by Commission? YES NO N/A DATE APPROVED: 11/19/02
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: 4/22

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

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

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

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

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

6. COMMENTS: 1) That the Planning Dept. of the City of Miami is in agreement with this project. 2) That Carrying/Operating costs of the greenway, including cost of security & maintenance will not be borne by the City.

APPROVAL: [Signature] DATE: May 8, 2003
BOND OVERSIGHT BOARD

- b. Presentation by the Miami River Commission (MRC) re: Request for the Homeland Defense/Neighborhood Improvement Bond Oversight Board to allocate \$25,000 to match the \$100,000 grant awarded to the MRC to build the Greenway adjacent to the "Miami Circle".

* Presentation made by Brett Bibeau, Assistant Director of the Miami River Commission (MRC). A priority of the MRC is creation of a Miami River Greenway. The MRC was awarded a \$100,000 grant from the Florida Department of Environmental Protection (FDEP), to build the Greenway at the Miami Circle site. The grant requires a \$25,000 local match. Mr. Bibeau requested that the Board recommend to the City Commission allocation of the matching \$25,000 from Bond funds.

Mr. Bibeau reminded the Board that at a previous meeting, it was stated that priority consideration would be given to projects that had matching funds and had received previous planning. The Greenway Project fits both criteria. The Miami River Greenway Action plan includes the Miami Circle site. 100 percent of the \$25,000 match would be spent towards brick and mortar to develop the Circle site. Resolutions of adoption of the Miami River Greenway Action Plan by the City Commission, The City's Waterfront Advisory Board, Historical and Environmental Preservation Board and Planning Advisory Board were distributed to the members of the Board. Each of these Boards unanimously recommended adoption of the Plan. The City Commission adopted the Greenway Action Plan in May 2001.

* Chairman Flanders informed the Board of a recent telephone conversation he had with Commissioner Winton in which Commissioner Winton expressed his interest in the Greenway Project, noting that he is throwing all his desire and weight behind the project.

* Board Member Marko raised the question of maintenance of the project.

* Diane Johnson of the Real Estate & Economic Development Department informed the Board that the City Commission adopted the Greenway Action Plan in principle only, to which Assistant City Manager Frank Rollason explained that it was adopted in principle only because at the time of the adoption, there was no available funding for

the project, but at present, Mr. Bibeau has brought money to the table for the project, and is looking for matching dollars.

* Ms. Johnson suggested that perhaps the Department of Transportation (DOT) would be able to assist with funding.

* Chairman Flanders observed that the MRC is offering a four to one match, which is extraordinary, and that perhaps the Board should entertain a motion to recommend the \$25,000 matching funds to the MRC for the Greenway Project.

* Board Member Marko once again raised the issue of maintenance of the Greenway.

* Mr. Bibeau informed the Board that the City would not be asked to maintain the site, at all, and that the County is currently providing maintenance. He also informed the Board that the Department of State is the owner of the site and the County is the manager of the site. So there is presently a level of both State and County involvement. The MRC also has a commitment from Hands on Miami to provide assistance in maintaining the site. There is presently involvement by the public, the State and the County in providing labor/money to maintain the Miami Circle site on a regular basis.

* Chairman Flanders questioned Mr. Bibeau as to whether the City Public Works Department would have no involvement in maintenance of the site, to which Mr. Bibeau replied, "correct." Chairman Flanders then inquired as to whether the legal responsibility for maintenance of the site is borne jointly by the State and the County, and whether this fact had been put in writing, to which Mr. Bibeau replied, "Yes, that's an existing thing that's already going on. I'd be happy to provide you a copy."

* Mr. Bibeau informed the Board that time was of the essence, as the FDEP was looking to sign contracts with the MRC by approximately the end of October 2002, and if the Board chose to recommend granting the \$25,000 matching funds to the Commission, the item could possibly be placed on the November 19, 2002 City Commission agenda. However, if need be, Mr. Bibeau could ask the FDEP for an extension. He further explained that the total \$100,000 grant plus the matching \$25,000 from the Bond issue would be used only for development of the Greenway,

and the Department of State would be providing approximately \$400,000 for extremely needed repairs to the seawall at the site.

* Board Member Marko made a motion to approve the recommendation of the \$25,000 grant to the MRC to use towards development of the Miami River Greenway, subject to two conditions: (1) That the Planning Department of the City is in agreement that this should be done. (2) That verified documentation be provided to the City Commission indicating that the City of Miami will not be responsible for maintenance of the Miami River Greenway Project. The motion was seconded by Vice Chairman Reyes.

* Board Member Cabrera suggested that the issue of security of the site should be addressed in the motion.

* Mr. Bibeau explained that there were both short- and long-term answers to the question of security. Long term: Plans are being considered to establish a Greenways Trust to oversee the entire Miami River Greenway, to address issues such as maintenance and security, etc. Short term: MRC has received Commitments from the local police department, from the County to assist in matters of security at the site. Mr. Bibeau has spoken with the NET Resource Officer of Downtown Miami. The NET Resource Officer is committed. Mr. Bibeau has personally taken the NET Resource Officer out on a tour of the site, with the Community Relations Board.

* Chairman Flanders informed the Board that the City's Parks Advisory Board would be meeting on October 23, 2002 and the issue of security in all City parks would be included on that Board's agenda. Board Member Marko reminded the Board that the proposed site for development of the Greenway is not a City park, and Chairman Flanders made inquiry as to how the motion could be amended to address the issue of security.

* Board Member Marko suggested that the definition of "carrying cost/operating cost" should include maintenance and security at the site. So the motion should state: "Carrying and operating costs, including the cost of security not be borne by the City." Vice Chairman Reyes accepted the amendment to the motion.

HD/NIB MOTION 02-22

A MOTION TO RECOMMEND TO THE CITY COMMISSION APPROVAL OF A \$25,000 GRANT TO THE MIAMI RIVER COMMISSION, SAID FUNDS TO BE USED TOWARDS DEVELOPMENT OF THE MIAMI RIVER GREENWAY, SUBJECT TO TWO CONDITIONS: (1) THAT THE PLANNING DEPARTMENT OF THE CITY OF MIAMI IS IN AGREEMENT WITH THE MIAMI RIVER GREENWAY DEVELOPMENT PLAN; (2) THAT CARRYING/OPERATING COSTS OF THE GREENWAY, INCLUDING THE COST OF SECURITY AND MAINTENANCE WILL NOT BE BORNE BY THE CITY OF MIAMI AND VERIFIED DOCUMENTATION BE PROVIDED TO THE CITY COMMISSION THAT THE CITY OF MIAMI WILL NOT BE RESPONSIBLE FOR SAID COSTS; MONIES FOR SAID GRANT TO BE ALLOCATED FROM HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND PROGRAM FUND.

MOVED: D. MARKO
SECONDED: M. REYES
ABSENT: R. CAYARD; M. DUNN; M. LOYAL;
G. RESHEFSKY

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

provided to the County. If FDOT does not take charge of the property before the deadline, the City will be responsible for the cleanup. If the dollars are not used for the cleanup, they will go back into the CIP account.

- **Bicentennial Park Improvements Seawall/Shoreline Stabilization Project.**

Total dollar amount: \$ 42,764-Phase I/schematic design and grant application;
 \$378,407-Consulting services

Source of funds: Bicentennial Park Improvements

Report by: Sandra Vega - CIP

Date approved by Audit Subcommittee: July 15, 2003
Date approved by the board: July 27, 2003
Date approved by the City Commission: March 27, 2003

Design and construction documents have been passed and all permitting is in place. The City got the grant application for FIND and currently is in the bidding and negotiation phase. An executive summary is scheduled for February 2, 2004, which will include a bid analysis, and drafting of a recommendation either to accept or reject the lowest bid received in December 2003.

A further update will be provided to the board in June 2004.

- **Greenway Adjacent to Miami Circle – Miami River Comm.**

Total dollar amount: \$125,000

Source of funds: \$25,000 Greenways Improvements
 \$100,000 Dept. of Env. Protection

Report by: Brett Bibeau-Miami River Commission

Date approved by board: October 22, 2002
Date approved by City Commission: November 19, 2002

The project has not progressed as expected partly due to the fact there is a new director in the State Office of Historical Resources. Also, the project cannot progress until the seawall is repaired. The lack of progress is not at the City level.

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

UPDATES:

1. Miami Circle Greenway and Miami River Greenway Update.

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

Board Member Marko requested:

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

2. Police Homeland Defense Preparedness Initiative.

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

3. Police Training Facility – Professional Services.

Police Major Joseph Longueira reported is pending surveys and environmental.

4. Citywide Sidewalk Replacement for Shenandoah and Silver Bluff.

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

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

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

Miami River Commission



c/o Robert King High
1407 NW 7th ST, Suite D
Miami, Florida 33125
Office: 305-644-0544
Fax: 305-642-1136
email: mrc@rsmas.miami.edu
www.miamirivercommission.org

May 12, 2006

Mr. Ryan Wheeler
Dept. of State
Div. of His. Resources
500 S. Bronough Street
Tallahassee, FL 32399-0250

Re: Miami Circle

Dear Mr. Wheeler:

The City of Miami's Bond Oversight Board has requested an update on May 23, 6 PM, in City Hall, 3500 Pan American Drive, regarding their \$25,000 cost share for construction of the Miami River Greenway at the Miami Circle site. As you are aware, the City Commission approved this bond funding on November 19, 2002, and the community remains eager to provide public access to the Miami Circle site via the Greenway. Since the Department of State currently controls the site, and its future improvements, I cordially invite a representative from the Div. of Hist. Res. to provide the City's update, which will be aired on television. I e-mailed you on April 7, 2006 regarding the requested update, and haven't received a reply.

On October 12, 2005, you e-mailed me stating the Dept. Of State submitted their application in May 2005 (one year ago) for the final City of Miami permit to allow the Miami Circle site's sea-wall repair, which is necessary prior to constructing the riverwalk. In addition, you noted "the marine contractor (Shoreline Foundation, Inc.) has already been hired. I would hope they would begin immediately" (upon issuance of the final City permit). Please find the enclosed July 26, 2002 letter from the Department of State, stating the Department has \$95,220 available for the aforementioned sea-wall repairs.

In addition, please find the enclosed September 21, 2005 letter addressed to you from the Related Group of Florida, offering "financial support" to create the Greenway at the Miami Circle, "thereby enhancing the public's access to the waterfront." Please be so kind to provide any written response from the Dept. of State to the Related Group's generous offer.

Your time and continued assistance are sincerely appreciated.

Yours very truly,

Brett Bibeau
Managing Director,
Miami River Commission

Policy Committee:
Governor of State of Florida
Mr. Jeb Bush
Designee: Dr. Pamela Dana

Chair of Miami-Dade Delegation
Senator Rudy Garcia
Designee: Rep. Gus Barreiro

Chair of Governing Board of South Florida Water Management District
Mr. Kevin McCarty
Designee: Ms. Irela Bagué

Miami-Dade State Attorney
Ms. Katherine Fernandez-Rundle
Designee: Mr. Gary Winston

Mayor of Miami-Dade County
Mayor Carlos Alvarez
Designee: Mr. Roman Gastesi

Mayor of Miami
Mayor Manuel A. Diaz
Designee: Mr. Otto Boudet-Murias

City of Miami Commissioner
Commissioner Joe Sanchez
Designee: Mr. Steve Wright

Miami-Dade County Commissioner
Commissioner Bruno Barreiro
Designee: Ms. Betty Gutierrez

Chair of Miami River Marine Group
Mr. Charles "Bud" Morton
Designee: Mr. Richard Bunnell

Chair of Marine Council
Mr. Phil Everingham

Executive Director of Downtown Development Authority
Mr. Dana A. Nottingham
Designee: Mr. Adam Lukin

Chair of Greater Miami Chamber of Commerce
Mr. George Foyo
Designee: Ms. Megan Kelly

Neighborhood Representative Appointed by City of Miami Commission
Dr. Ernest Martin
Designee: Mr. Michael Cox

Neighborhood Representative Appointed by Miami-Dade Commission
Ms. Sallye Jude
Designee: Ms. Jane Caporelli

Representative from Environmental or Civic Organization Appointed by the Governor

Member at Large Appointed by the Governor
Mr. Eric Buermann

Member at Large Appointed by Miami-Dade Commission
Ms. Sara Babun
Designee: Mr. Eddie Rodriguez

Member at Large Appointed by City of Miami Commission
Mr. Manny Prieguez

Managing Director
Mr. Brett Bibeau

JAN-02-2003 15:52

ARCHAEOLOGICAL RESEARCH

850 245 6436 P.02/05

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
 Office of the Secretary
 Office of International Relations
 Division of Elections
 Division of Corporations
 Division of Cultural Affairs
 Division of Historical Resources
 Division of Library and Information Services
 Division of Licensing
 Division of Administrative Services



FLORIDA DEPARTMENT OF STATE
Katherine Harris
 Secretary of State
 DIVISION OF HISTORICAL RESOURCES

MEMBER OF THE FLORIDA CABINET
 State Board of Education
 Trustees of the Internal Improvement Trust Fund
 Administration Commission
 Florida Land and Water Adjudicatory Commission
 Siting Board
 Division of Bond Finance
 Department of Revenue
 Department of Law Enforcement
 Department of Highway Safety and Motor Vehicles
 Department of Veterans' Affairs

July 26, 2002

Mr. Chris Keena, Director
 Department of Management Services
 Facilities Management and Building Construction
 4030 Esplanade Way, Suite 380
 Tallahassee, Florida 32399-0950

Dear Mr. Keena:

The Division of Historical Resources is committing a portion of Conservation and Recreation Lands (C.A.R.L.) management funds to construct a thatched-roofed structure and pathways and for seawall stabilization at the Miami Circle/Brickell Point property. DHR is requesting that Department of Management Services (DMS) manage these projects for the Department of State, including development of Request for Proposal (RFP) specifications and assuring that RFP specifications are met.

At the request of Miami-Dade County (interim manager of the Miami Circle/Brickell Point property), ACE Thatch and Bamboo and A.T. Franco and Associates developed a conceptual plan for the thatched-roof structure (see attached). The Miami Circle Planning Group (appointed by Secretary Harris on behalf of the Governor and Cabinet in 2001 to develop interim and long-term plans for the Miami Circle property) approved the conceptual plan. The estimated budget for this project is \$386,232. Cost for stabilization of the 414-foot seawall depends on the method used (see attached memo from the Miami River Commission). Replacing the tiebacks may result in an adverse effect on an archaeological site listed on the *National Register of Historic Places* because that method would disturb archaeological remains that led to the purchase of the property by the State; therefore, the RFP specifications should reflect the Batter-pile-with-Cap method, estimated to cost between \$82,800 and \$95,220.

The Miami Circle Planning Group is required to consider for approval any RFPs prior to their advertisement. We are scheduling a meeting of the Miami Circle Planning Group to

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
 (850) 245-6300 • FAX: 245-6435

Archaeological Research
 (850) 245-6444 • FAX: 245-6436

Historic Preservation
 (850) 245-6333 • FAX: 245-6437

Historical Museums
 (850) 245-6400 • FAX: 245-6433

Palm Beach Regional Office
 (561) 279-1473 • FAX: 279-1476

St. Augustine Regional Office
 (904) 825-5045 • FAX: 825-5044

Tampa Regional Office
 (813) 272-3843 • FAX: 272-2340

JAN-02-2003 15:52

ARCHAEOLOGICAL RESEARCH

850 245 6436

P.03/05

Mr. Chris Keena

July 26, 2002

page two

approve the RFP for this project on September 20, 2002, and if possible, DHR and Miami-Dade County staff would like copies of the RFP to review by September 4, 2002.

DHR contact person for this project is Brenda Swann, Archaeology Supervisor, at 850-245-6320. Division staff will be coordinating with Miami-Dade County and the Miami Circle Planning Group members.

We appreciate your assistance with this project and look forward to beginning the process at your earliest convenience.

Sincerely,



Janet Snyder Matthews, Ph.D.
Director

Enclosures (2)

JSM/bns

cc: Michael Spring, Miami-Dade County
Brett Bibeau, Miami River Commission
David Ferro, Bureau of Historic Preservation



**The Related Group of Florida
Condominium Division**
2828 Coral Way, Penthouse II
Miami, Florida 33145
Tel (305) 460-9900 • Fax (305) 461-5332

September 21, 2005

**Mr. Ryan J. Wheeler
State Archaeologist and Chief,
Bureau of Archaeological Research
Florida Department of State
Division of Historical Resources
500 S. Bronough Street
Tallahassee, FL 32399-0250**

2005 OCT -5 P 3 55

**BUREAU OF
ARCHAEOLOGICAL RESEARCH**

Dear Mr. Wheeler,

Thank you for your correspondence dated June 20, 2005 outlining the three potential contributions to the Miami Circle you have discussed with the National Park Service staff and Ms. Matkov, from the Dade Heritage Trust.

As we have discussed over the last two months, The Related Group of Florida looks forward to working cooperatively and in collaboration with you, the National Parks Service, the Dade Heritage Trust, and others in the community to assure the successful design and development of the Miami Circle.

To that end, let me summarize some of our previous discussions relative to the potential contributions you describe.

- 1. A Visitor Center has been proposed in the Design Concept submitted by the Related Group of Florida, to be located at the southeastern edge of the Miami Circle property. Alternatively, and immediately adjacent thereto, Related would consider placement of the visitor center within the IconBrickell property, at the northeastern edge of the property boundary. Either location may be utilized as a potential interpretative center/interpretative panel area, with public restroom facilities, in the design concept. The Related Group of Florida would fund and construct the improvements for the State to manage and operate.**
- 2. Visitor Parking has also been accommodated and reflected in the Design Concept submitted by the Related Group of Florida at the western boundary of the Miami Circle property. Additionally, patrons visiting the public restaurant facilities in the IconBrickell project will have the ability to use the fee based valet parking on-site and take advantage of the planned public recreational amenities available within the Miami Circle and Brickell Park.**

3. The design and development of the Miami River greenway trail through the 2.2 acre Miami Circle property is also reflected in the Design Concept prepared by the Related Group of Florida and is consistent with the planned baywalk improvements within the IconBrickell project and the adjacent Brickell Park permanent improvement plan. To date, the Related Group of Florida has funded the cost of this initial Design Concept and is committed to a continued financial support to implement the desired concept plan. It is the Related Group of Florida's desire that the baywalk and pedestrian connection continue through the Miami Circle property, thereby enhancing the public's access to the waterfront.

As I have stated previously, we look forward to your feedback and direction so that we can begin to develop the framework by which we can proceed to develop and improve the Miami Circle property for the entire community.

Thank you again for all your assistance and guidance through this process and we look forward to continuing our ongoing successful collaboration with the assistance of the State and the other local community interests.

Sincerely,



William P. Thompson
Executive Vice President
The Related Group of Florida

- c: Becky Roper Matkov, Dade Heritage Trust
Robert S. Carr, Archaeological & Historical Conservancy, Inc.
Christina Cuervo, The Development Group
Otto Boudet-Murias, City of Miami
Michael Spring, Miami-Dade County
Ivan Rodriguez, Miami-Dade County
Terri Urbanowski, National Park Service



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

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

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

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

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

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/19/05
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/25/05
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

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

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

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

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

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

6. COMMENTS: 6.6 is the cost for Phase I and 3.3 for Phase II which covers the cost of increase of steel and concrete. City budgeted 10 million for this project, and now we estimated 16 million

APPROVAL Mando Jensen DATE: 1/25/05
 BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

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

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

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

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

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

HD/NIB MOTION 05-5

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

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

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

MOVED: M. Cruz
SECONDED: R. Aedo
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

B. UPDATES:

1. Bicentennial Park Seawall/Shoreline Stabilization – Phases I, II & III

Mary Conway, CIP Department, reported that City staff and contractors partnered with the City have done an exceptional job on the project. Shoreline Foundation, the project contractor, provided exceptional work that was ahead of time and well within budget. The City brought forward an emergency resolution requesting that Shoreline Foundation continue their work for subsequent phases. They are nearing completion on Phase II. The City was successful in receiving another million dollar FIND Grant for Phase III. This project has been a model project for how things can get done efficiently and effectively.

2. Police Headquarters Restrooms ADA Modification Phase I Locker

Jim Brittain, CIP Department, reported that the project has been completed.

Mary Conway, CIP Department, reported that the facility was in deplorable condition. The new project has made a significant difference, and all of the men and women on the police force are very appreciative of the efforts.

3. Professional Services for Jose Marti Gym

Cary Sanchez-Rea, CIP Department, reported that the Jose Marti project is coming along. The next set of construction plans are ready to be submitted, pending comments from the Building Department. At the last meeting, there was a discussion on FDOT land the City was coordinating, and communication has been received from FDOT within the last 24 hours, and an agreement is being finalized.

4. Professional Services for Little Haiti Park Cultural Component

Cary Sanchez-Rea, CIP Department, reported that the plans are ready to be submitted on December 9, pending comments from the Building Department. The final edits to the CM-at risk contract are being executed to be brought before the Commission at their next meeting.

Mary Conway, CIP Department, reported that both the Jose Marti gym and the cultural component of the Little Haiti Park are on the agenda for next Thursday's Commission meeting for both the preconstruction services and for the Phase I construction, with the differentiation being Phase I is the portion of the construction being funded by the City's Homeland Defense bond; Phase II will be the portions of those projects that are funded through the County GOB monies.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

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

(IF APPLICABLE)

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

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

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Sandra Vega
DESCRIPTION OF PROJECT: Scope is including the cost of the design phase only.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/19/05
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/25/05
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

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

5. REVISIONS TO ORIGINAL SCOPE

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

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

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

6. COMMENTS: Phase III is to the South side of slip. 4 million is estimated cost for construction but not coming from Bond money. The City is looking for other sources.

APPROVAL: Mando Aeger
BOND OVERSIGHT BOARD

DATE: 1/25/05

Enclosures: Back-Up Materials YES NO

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

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

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

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

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

HD/NIB MOTION 05-5

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

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

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

MOVED: M. Cruz
SECONDED: R. Aedo
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

B. UPDATES:

1. Bicentennial Park Seawall/Shoreline Stabilization – Phases I, II & III

Mary Conway, CIP Department, reported that City staff and contractors partnered with the City have done an exceptional job on the project. Shoreline Foundation, the project contractor, provided exceptional work that was ahead of time and well within budget. The City brought forward an emergency resolution requesting that Shoreline Foundation continue their work for subsequent phases. They are nearing completion on Phase II. The City was successful in receiving another million dollar FIND Grant for Phase III. This project has been a model project for how things can get done efficiently and effectively.

2. Police Headquarters Restrooms ADA Modification Phase I Locker

Jim Brittain, CIP Department, reported that the project has been completed.

Mary Conway, CIP Department, reported that the facility was in deplorable condition. The new project has made a significant difference, and all of the men and women on the police force are very appreciative of the efforts.

3. Professional Services for Jose Marti Gym

Cary Sanchez-Rea, CIP Department, reported that the Jose Marti project is coming along. The next set of construction plans are ready to be submitted, pending comments from the Building Department. At the last meeting, there was a discussion on FDOT land the City was coordinating, and communication has been received from FDOT within the last 24 hours, and an agreement is being finalized.

4. Professional Services for Little Haiti Park Cultural Component

Cary Sanchez-Rea, CIP Department, reported that the plans are ready to be submitted on December 9, pending comments from the Building Department. The final edits to the CM-at risk contract are being executed to be brought before the Commission at their next meeting.

Mary Conway, CIP Department, reported that both the Jose Marti gym and the cultural component of the Little Haiti Park are on the agenda for next Thursday's Commission meeting for both the preconstruction services and for the Phase I construction, with the differentiation being Phase I is the portion of the construction being funded by the City's Homeland Defense bond; Phase II will be the portions of those projects that are funded through the County GOB monies.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 5
NAME OF PROJECT: HENRY REEVES PARK - COMMUNITY SERVICE BUILDING IMPROVEMENTS

INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea / 305.416-1094
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331-19
ADDITIONAL PROJECT NUMBER: B-35894

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$248,872 (\$300,000 total allocated, remaining balance is \$78,958)
SOURCE OF FUNDS: HDNI bonds - Neighborhood Parks Improvements-\$212,042 & Safe Neighborhood Parks Bond \$36,830
ACCOUNT CODE(S): CIP # 331419 +331344

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

3. SCOPE OF PROJECT:

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

DESCRIPTION OF PROJECT: Replacement of exterior windows, doors and frames, including the door security bars. Interior door, hardware and frame replacement. Restroom renovation and frame replacement. Finish flooring replacement. Interior wall/partitions renovated and painted. Acoustical ceiling system replacement. Lighting fixture replacement throughout & identify area for enlarged playroom storage.

ADA Compliant? YES NO N/A

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

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

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

6. COMMENTS:

APPROVAL: *[Signature]* DATE: _____
BOND OVERSIGHT BOARD

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

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

➤ HD/NIB MOTION 04-87

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

MOVED: D. Marko

SECONDED: M. Reyes

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

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

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

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

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

10. Henry Reeves Park Community Service Building Improvements

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

11. Margaret Pace Park Improvements Phase II

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

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

12. Fire Station No. 11

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

13. Miami Police Department Stables

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



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 2

NAME OF PROJECT: MIAMI POLICE DEPARTMENT STABLES
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea / 305. 416-1094
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 312048
ADDITIONAL PROJECT NUMBER: B-30320 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$800,000 (\$5.5 million allocated; estimated current balance is \$3,076,450)
SOURCE OF FUNDS: HDNI Bond - Police Homeland Defense Preparedness Initiatives
ACCOUNT CODE(S): CIP # 312048

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

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Cary Sanchez-Rea & George Sainz

DESCRIPTION OF PROJECT: 4,000 sf stable: 11 regular stables and 1 stable for sick horses (to be mechanically ventilated). Office, restroom with changing area, tack room, and feed room (all to be air conditioned). Covered horse washing station (approximately 10'X10') with brushed concrete finished floor; and drain connected to sewer. Stable building aisle to be finished in asphalt. All horse stables to have flooring system as specified by Mounted Patrol Department. A375 SF auxiliary building (divided in two bays) Rest of scope is attached.
ADA Compliant? YES NO N/A

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

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

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

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

Justifications for change: _____
Description of change: _____

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

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

6. COMMENTS: Issue should be reviewed by the Parks Advisory Board. Bring schematics to Board to justify cost. Police Department needs to give Board a letter saying they will get original list of equipment from another funding source or that the equipment is not needed.

APPROVAL: Robert J. Fland DATE: _____
BOND OVERSIGHT BOARD

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

➤ HD/NIB MOTION 04-88

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

MOVED: M. Reyes

SECONDED: W. Harvey

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

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

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

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

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

Approved by Audit Committee: 11/16/04

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

➤ HD/NIB MOTION 04-89

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

MOVED: R. Aedo

SECONDED: M. Reyes

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

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

III. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- ❖ New Water Playground at Jose Marti Park.

10. Henry Reeves Park Community Service Building Improvements

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

11. Margaret Pace Park Improvements Phase II

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

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

12. Fire Station No. 11

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

13. Miami Police Department Stables

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



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/22/05 DISTRICT: 3
 NAME OF PROJECT: Professional Services for Jose Marti Gym
 INITIATING DEPARTMENT/DIVISION: Capital Improvements
 INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305)416-1094
 C.I.P. DEPARTMENT CONTACT: _____
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 33314
 ADDITIONAL PROJECT NUMBER: B-35857
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$580,828 (5 Million for 2nd Series-\$700,000 swapped for 1st Series. estimated balance is \$119,172)
 SOURCE OF FUNDS: CIP# 333142-Jose Marti/East Little Havana Parks Expansion
 ACCOUNT CODE(S): CIP # 333142

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

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

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

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

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

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

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

6. COMMENTS: Renderings will be provided at next Board Meeting. Design fee is 7.9% of cost. Shortfall of 2.5 million will come from County GOB Bond fund. Pirtle Construction Inc. already selected for construction. City has researched issues related to permits to build over the road.
 APPROVAL: [Signature] DATE: 2/22/05
 BOND OVERSIGHT BOARD

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

HD/NIB MOTION 05-8

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

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

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

- Professional Services Work Order for Jose Marti Park Gym.

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

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

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

HD/NIB MOTION 05-9

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

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

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

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

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

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

MOVED: M. Cruz
SECONDED: R. Aedo
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

B. UPDATES:

1. Bicentennial Park Seawall/Shoreline Stabilization – Phases I, II & III

Mary Conway, CIP Department, reported that City staff and contractors partnered with the City have done an exceptional job on the project. Shoreline Foundation, the project contractor, provided exceptional work that was ahead of time and well within budget. The City brought forward an emergency resolution requesting that Shoreline Foundation continue their work for subsequent phases. They are nearing completion on Phase II. The City was successful in receiving another million dollar FIND Grant for Phase III. This project has been a model project for how things can get done efficiently and effectively.

2. Police Headquarters Restrooms ADA Modification Phase I Locker

Jim Brittain, CIP Department, reported that the project has been completed.

Mary Conway, CIP Department, reported that the facility was in deplorable condition. The new project has made a significant difference, and all of the men and women on the police force are very appreciative of the efforts.

3. Professional Services for Jose Marti Gym

Cary Sanchez-Rea, CIP Department, reported that the Jose Marti project is coming along. The next set of construction plans are ready to be submitted, pending comments from the Building Department. At the last meeting, there was a discussion on FDOT land the City was coordinating, and communication has been received from FDOT within the last 24 hours, and an agreement is being finalized.

4. Professional Services for Little Haiti Park Cultural Component

Cary Sanchez-Rea, CIP Department, reported that the plans are ready to be submitted on December 9, pending comments from the Building Department. The final edits to the CM-at risk contract are being executed to be brought before the Commission at their next meeting.

Mary Conway, CIP Department, reported that both the Jose Marti gym and the cultural component of the Little Haiti Park are on the agenda for next Thursday's Commission meeting for both the preconstruction services and for the Phase I construction, with the differentiation being Phase I is the portion of the construction being funded by the City's Homeland Defense bond; Phase II will be the portions of those projects that are funded through the County GOB monies.

DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM



UPDATE

1. DATE: 3/22/05 DISTRICT: 1
NAME OF PROJECT: GRAPELAND HEIGHTS PARK BALLFIELD COMPLEX DESIGN BUILD CONTRACT
INITIATING DEPARTMENT/DIVISION: _____
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094
C.I.P. DEPARTMENT CONTACT: Capital Improvements
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: _____
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$6,000,000
SOURCE OF FUNDS: Neighborhood Park and Acquisitions & District 1-Quality of Life Improvements
ACCOUNT CODE(S): CIP # 331419 & 311711

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

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: _____
DESCRIPTION OF PROJECT: To authorize the City Manager to execute the negotiated Design-Build contract with Recreation Design and Construction, Inc. for the Grapeland Heights Park Ballfield Complex, B-60496 in the total amount of \$6,000,000.

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

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

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____
Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____
Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS:

APPROVAL: *Marcos Lopez* DATE: 3/22/05
BOND OVERSIGHT BOARD

- Initial Grant to Miami Art Museum for Development of a Fine Arts Museum Facility in Bicentennial Park.

TOTAL DOLLAR AMOUNT: \$700,000
 SOURCE OF FUNDS: CIP#333144-Miami Art Museum
 DESCRIPTION OF PROJECT: For planning, development and project management activities relating to the construction of Miami Art Museum to be located at Bicentennial Park.

HD/NIB MOTION 05-19

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE INITIAL GRANT TO MIAMI ART MUSEUM FOR DEVELOPMENT OF A FINE ARTS MUSEUM FACILITY AT BICENTENNIAL PARK.

MOVED: M. CRUZ
 SECONDED: L. CABRERA
 ABSENT: R. Aedo, R. Cayard, L. De Rosa, R. Flanders, D. Marko, G. Reshefsky.

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

- Grapeland Heights Park Ballfield Complex - Design Build Contract.

TOTAL DOLLAR AMOUNT: \$6,000,000
 SOURCE OF FUNDS: Neighborhood Park and Acquisitions & District 1-Quality of Life Improvements
 DESCRIPTION OF PROJECT: To authorize the City Manager to execute the negotiated Design-Build contract with Recreation Design and Construction, Inc. for the Grapeland Heights Park Ballfield Complex, B-60496 in the total amount of \$6,000,000.

HD/NIB MOTION 05-20

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE GRAPELAND HEIGHTS PARK BALLFIELD COMPLEX - DESIGN BUILD CONTRACT.

MOVED: M. CRUZ
 SECONDED: L. CABRERA
 ABSENT: R. Aedo, R. Cayard, L. De Rosa, R. Flanders, D. Marko, G. Reshefsky.

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

5. Grapeland Heights Park Ballfield Complex Design Build Contract

Cary Sanchez-Rea, CIP Department, reported that construction has begun. Negotiations are being finalized with the firms that will be doing the environmental remediation. Under Phase I, the entire project design was encompassed. To incorporate Homeland Defense funding, the project was broken up into phases. Phase I also included the construction of the tournament fields, the center pavilion, and the press box.

Mary Conway, CIP Department, reported that Grapeland is at the stage where the design of the entire park is well underway, nearing completion. The ball field portion is under construction. At the last City Commission meeting, approval was received for the contamination remediation. We are currently in the process of finalizing all of the necessary remediation requirements through DERM. The low bid was taken before the Commission, and it was approved last Thursday, and this project will also require County GOB funds to be fully completed. An item will be brought before the City Commission for the construction of the water park portion of this park, and then the community center will be put out for competitive bidding, and that will be brought before the City Commission next year.

Cary Sanchez-Rea, CIP Department, reported that the ball field will be open 14 to 16 months from now. After the ball fields are completed, next will be the water park and associated parking and landscaping, and the basketball court, and then the recreation community center. The entire park will be open in less than four years.

6. Shenandoah Park Improvements Phase I

Rolando Aedo reported that Phase I is in construction. The contractor has completed parking striping, replaced the tennis court, and is starting on the drainage system. The project is 90 percent complete.

7. Sewell Park Restrooms/Park Facility Building

Rolando Aedo reported that the City is currently obtaining the permit and revising the drawings with comments from the Building Department, and they anticipate getting final permit in October.

Mary Conway, CIP Department, reported that the project is being priced at this time.

8. Juan Pablo Duarte Park Building Renovation/Expansion

Rolando Aedo reported that the client asked to change the scope of work based on feedback. The estimated construction time frame is six months.

9. Robert King High Park New Building and Site Improvements

Rolando Aedo reported that the permitting, drawing, and pricing are being accomplished through the JOC process, and the anticipated completion date is October 2006.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 1
NAME OF PROJECT: SEWELL PARK - RESTROOMS/PARK FACILITY BUILDING
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER: B-35834

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$289,927 (\$300,000 allocated) Funding available for Sewell Park is \$234,949
transferring funds into Sewell Park from Melrose Park -\$22,978 & Kinlock Park -\$32,000, totaling \$289,927.
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
ACCOUNT CODE(S): CIP # 331419

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

3. SCOPE OF PROJECT:

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

DESCRIPTION OF PROJECT: 1) Proposed Restroom/Park Facility Building: Restrooms (men's and women's
aprx 196 S.f), office for park manager and assistant (12'X12''), work area for police officer (8'X8''), storage room
for grounds maintenance equipment (10'X10''). 2) Accessible walkway connecting proposed building to the parking
lot and open field by the water's edge, provide striped parking spaces as well as accessible parking marking &
signage. Add Alternates: 1) Security Lighting 2) Provide accessible route connecting buildings, facilities, elements,
and site spaces (repair existing south and east paths). Provide accessible benches, picnic tables and seating, barbecue
grills, garbage receptacles (5 % of park's total count), drinking fountain.
ADA Compliant? [] YES [] NO [] N/A

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input:

Justifications for change:

Description of change:

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

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

6. COMMENTS:

APPROVAL: [Signature] DATE:
BOND OVERSIGHT BOARD

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

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

➤ HD/NIB MOTION 04-87

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

MOVED: D. Marko

SECONDED: M. Reyes

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

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

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

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

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

5. Grapeland Heights Park Ballfield Complex Design Build Contract

Cary Sanchez-Rea, CIP Department, reported that construction has begun. Negotiations are being finalized with the firms that will be doing the environmental remediation. Under Phase I, the entire project design was encompassed. To incorporate Homeland Defense funding, the project was broken up into phases. Phase I also included the construction of the tournament fields, the center pavilion, and the press box.

Mary Conway, CIP Department, reported that Grapeland is at the stage where the design of the entire park is well underway, nearing completion. The ball field portion is under construction. At the last City Commission meeting, approval was received for the contamination remediation. We are currently in the process of finalizing all of the necessary remediation requirements through DERM. The low bid was taken before the Commission, and it was approved last Thursday, and this project will also require County GOB funds to be fully completed. An item will be brought before the City Commission for the construction of the water park portion of this park, and then the community center will be put out for competitive bidding, and that will be brought before the City Commission next year.

Cary Sanchez-Rea, CIP Department, reported that the ball field will be open 14 to 16 months from now. After the ball fields are completed, next will be the water park and associated parking and landscaping, and the basketball court, and then the recreation community center. The entire park will be open in less than four years.

6. Shenandoah Park Improvements Phase I

Rolando Aedo reported that Phase I is in construction. The contractor has completed parking striping, replaced the tennis court, and is starting on the drainage system. The project is 90 percent complete.

7. Sewell Park Restrooms/Park Facility Building

Rolando Aedo reported that the City is currently obtaining the permit and revising the drawings with comments from the Building Department, and they anticipate getting final permit in October.

Mary Conway, CIP Department, reported that the project is being priced at this time.

8. Juan Pablo Duarte Park Building Renovation/Expansion

Rolando Aedo reported that the client asked to change the scope of work based on feedback. The estimated construction time frame is six months.

9. Robert King High Park New Building and Site Improvements

Rolando Aedo reported that the permitting, drawing, and pricing are being accomplished through the JOC process, and the anticipated completion date is October 2006.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 1
NAME OF PROJECT: JUAN PABLO DUARTE - BUILDING RENOVATION/EXPANSION
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBERS _____ CIP/PROJECT NUMBER: 331-19
ADDITIONAL PROJECT NUMBER: B-35812
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$326,980 (\$800,000 allocated; estimated current balance is \$151,194)
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions-\$200,000 &
CIP#331309- Safe Neighborhood Park Bond \$126,980
ACCOUNT CODE(S): CIP # 331419 + 331309

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

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Cary Sanchez-Rea & Jorge Sainz

DESCRIPTION OF PROJECT: Demolish existing covered terrace (south side of building, facing field) and construct a new 1,000 s.f. multi-purpose room addition. Combine existing (2)-storage closets and park manager's office into (1)-large storage room (appx 24'X12'), provide ventilation to space. Provide air-conditioning to existing multi-purpose room. Replace louvers with fixed impact resistant windows at clear story of existing multi-purpose room. New Park manager's office at main entrance of building (appx 135 s.f.)

ADA Compliant? YES NO N/A

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

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

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

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

Justifications for change: _____

Description of change: _____

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

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

6. COMMENTS: Bring schematics to the Board.

APPROVAL: [Signature] DATE: _____
BOND OVERSIGHT BOARD

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

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

➤ HD/NIB MOTION 04-87

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

MOVED: D. Marko

SECONDED: M. Reyes

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

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

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

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

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

5. Grapeland Heights Park Ballfield Complex Design Build Contract

Cary Sanchez-Rea, CIP Department, reported that construction has begun. Negotiations are being finalized with the firms that will be doing the environmental remediation. Under Phase I, the entire project design was encompassed. To incorporate Homeland Defense funding, the project was broken up into phases. Phase I also included the construction of the tournament fields, the center pavilion, and the press box.

Mary Conway, CIP Department, reported that Grapeland is at the stage where the design of the entire park is well underway, nearing completion. The ball field portion is under construction. At the last City Commission meeting, approval was received for the contamination remediation. We are currently in the process of finalizing all of the necessary remediation requirements through DERM. The low bid was taken before the Commission, and it was approved last Thursday, and this project will also require County GOB funds to be fully completed. An item will be brought before the City Commission for the construction of the water park portion of this park, and then the community center will be put out for competitive bidding, and that will be brought before the City Commission next year.

Cary Sanchez-Rea, CIP Department, reported that the ball field will be open 14 to 16 months from now. After the ball fields are completed, next will be the water park and associated parking and landscaping, and the basketball court, and then the recreation community center. The entire park will be open in less than four years.

6. Shenandoah Park Improvements Phase I

Rolando Aedo reported that Phase I is in construction. The contractor has completed parking striping, replaced the tennis court, and is starting on the drainage system. The project is 90 percent complete.

7. Sewell Park Restrooms/Park Facility Building

Rolando Aedo reported that the City is currently obtaining the permit and revising the drawings with comments from the Building Department, and they anticipate getting final permit in October.

Mary Conway, CIP Department, reported that the project is being priced at this time.

8. Juan Pablo Duarte Park Building Renovation/Expansion

Rolando Aedo reported that the client asked to change the scope of work based on feedback. The estimated construction time frame is six months.

9. Robert King High Park New Building and Site Improvements

Rolando Aedo reported that the permitting, drawing, and pricing are being accomplished through the JOC process, and the anticipated completion date is October 2006.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

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

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

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

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Cary Sanchez-Rea & George Sainz
DESCRIPTION OF PROJECT: Demolish existing fire station and construct a new 10,000 s.f. two-bay station. Design to be prototype for future stations.

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

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

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

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

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

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

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

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

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

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

➤ HD/NIB MOTION 04-87

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

MOVED: D. Marko

SECONDED: M. Reyes

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

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

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

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

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

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

➤ HD/NIB MOTION 04-88

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

MOVED: M. Reyes

SECONDED: W. Harvey

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

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

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

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

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

Approved by Audit Committee: 11/16/04

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

➤ HD/NIB MOTION 04-89

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

MOVED: R. Aedo

SECONDED: M. Reyes

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

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

III. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- ❖ New Water Playground at Jose Marti Park.

10. Henry Reeves Park Community Service Building Improvements

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

11. Margaret Pace Park Improvements Phase II

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

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

12. Fire Station No. 11

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

13. Miami Police Department Stables

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



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 2

NAME OF PROJECT: MARGARET PACE PARK IMPROVEMENTS PHASE II

INITIATING DEPARTMENT/DIVISION: Capital Improvement

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

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 333104

ADDITIONAL PROJECT NUMBER: B-35896

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$1,192,909 (\$863,925 Homeland Defense/Neighborhood Improvement / \$328,984 Impact Fees)

SOURCE OF FUNDS: HDNI/Pace Park Improvements

ACCOUNT CODE(S): CIP.#333104

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

AMOUNT: EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

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

DESCRIPTION OF PROJECT: Stabilize the eastern shoreline of the park boundary.

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

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

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

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

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

Time Approval [X] 6 months [] 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST:

CONSTRUCTION COST:

Is conceptual estimate within project budget? [] YES [] NO

If not, have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input:

Justifications for change:

Description of change:

Fiscal Impact [] YES [] NO HOW MUCH? [] YES [] NO

Have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

Time impact [] YES [] NO [] N/A DATE APPROVED:

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

6. COMMENTS:

APPROVAL: Robert O. Ford DATE:

BOND OVERSIGHT BOARD

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

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

➤ HD/NIB MOTION 04-87

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

MOVED: D. Marko

SECONDED: M. Reyes

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

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

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

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

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

10. Henry Reeves Park Community Service Building Improvements

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

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

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

12. Fire Station No. 11

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

13. Miami Police Department Stables

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



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04

DISTRICT: 4

NAME OF PROJECT: ROBERT KING HIGH PARK-NEW BUILDING AND SITE IMPROVEMENTS

INITIATING DEPARTMENT/DIVISION: Capital Improvements

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

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBERS CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: B-35868

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$1,775,157 (\$1,100,000 allocated) - Mgr. wants to assign money from HD interest.

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions \$1,100,000, HDNI Bonds Interest \$500,000 & CIP# 333108- Safe Neighborhood Park Bond \$175,157

ACCOUNT CODE(S): CIP # 331419 + 333108

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

AMOUNT: EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

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

DESCRIPTION OF PROJECT: Indoor tennis tables (6) with non-glare lighting, non-slip flooring surface and provision of folding partitions to allow for flexibility to accommodate separate activities: Gymnastics area; Dance with mirrored wall and bar; Volleyball area; Covered basketball court with retractable bleachers for (1) regulation court and (2) perpendicular half courts. Office with staff area for 8 persons for party planning and visual observation of exterior and indoor activity. Meeting/Conference room for staff meeting and (10) computer stations for after school usage. Male and Female restrooms, locker rooms with changing areas. Sports equipment storage room. (Rest of scope project attached)

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

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

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

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

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST:

CONSTRUCTION COST:

Is conceptual estimate within project budget? [] YES [] NO

If not, have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input:

Justifications for change:

Description of change:

Fiscal Impact [] YES [] NO HOW MUCH? :

Have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

Time impact

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

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

6. COMMENTS: Bring us explanation on bond interest in quarterly update to the Board.

APPROVAL: [Signature] DATE:

BOND OVERSIGHT BOARD

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

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

➤ HD/NIB MOTION 04-87

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

MOVED: D. Marko

SECONDED: M. Reyes

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

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

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

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

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility
Approved by Audit Committee: 11/16/04

5. Grapeland Heights Park Ballfield Complex Design Build Contract

Cary Sanchez-Rea, CIP Department, reported that construction has begun. Negotiations are being finalized with the firms that will be doing the environmental remediation. Under Phase I, the entire project design was encompassed. To incorporate Homeland Defense funding, the project was broken up into phases. Phase I also included the construction of the tournament fields, the center pavilion, and the press box.

Mary Conway, CIP Department, reported that Grapeland is at the stage where the design of the entire park is well underway, nearing completion. The ball field portion is under construction. At the last City Commission meeting, approval was received for the contamination remediation. We are currently in the process of finalizing all of the necessary remediation requirements through DERM. The low bid was taken before the Commission, and it was approved last Thursday, and this project will also require County GOB funds to be fully completed. An item will be brought before the City Commission for the construction of the water park portion of this park, and then the community center will be put out for competitive bidding, and that will be brought before the City Commission next year.

Cary Sanchez-Rea, CIP Department, reported that the ball field will be open 14 to 16 months from now. After the ball fields are completed, next will be the water park and associated parking and landscaping, and the basketball court, and then the recreation community center. The entire park will be open in less than four years.

6. Shenandoah Park Improvements Phase I

Rolando Aedo reported that Phase I is in construction. The contractor has completed parking striping, replaced the tennis court, and is starting on the drainage system. The project is 90 percent complete.

7. Sewell Park Restrooms/Park Facility Building

Rolando Aedo reported that the City is currently obtaining the permit and revising the drawings with comments from the Building Department, and they anticipate getting final permit in October.

Mary Conway, CIP Department, reported that the project is being priced at this time.

8. Juan Pablo Duarte Park Building Renovation/Expansion

Rolando Aedo reported that the client asked to change the scope of work based on feedback. The estimated construction time frame is six months.

9. Robert King High Park New Building and Site Improvements

Rolando Aedo reported that the permitting, drawing, and pricing are being accomplished through the JOC process, and the anticipated completion date is October 2006.

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

2. Robert King High Park Soccer Field

TOTAL DOLLAR AMOUNT: <u>\$1,974,700 (10 Million Bond Authorization, 1st Series Allocation 0, swaps per ordinance \$241,234 + Bond Interest \$1,976,250, estimated balance is \$0)</u>
SOURCE OF FUNDS: <u>Soccer Complex Development</u>
ACCOUNT CODE(S): <u>CIP # 333145</u>
DESCRIPTION OF PROJECT: <u>Scope consists of a Soccer Field with minimum international or college size requirements (approximately 120yds x 65yds) with lighting. Male and Female restroom facilities, bleachers, parking lot with lighting, security lighting around structures, required landscape adjacent to building and parking lot, proposed turf block and irrigation systems, sidewalks and accessibility to the facilities per ADA guidelines for building and facilities and other applicable codes, required site improvements from the north of the existing bridge to the new facilities in coordination with the proposed project south of that bridge.</u>

HD/NIB MOTION 05-118

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ROBERT KING HIGH PARK SOCCER FIELD.

MOVED: L. Cabrera
SECONDED: L. De Rosa
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

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

TOTAL DOLLAR AMOUNT: <u>not to exceed \$5,780,679</u>
SOURCE OF FUNDS: <u>Capital and Transportation Improvements Program</u>
ACCOUNT CODE(S): _____
DESCRIPTION OF PROJECT: <u>To execute a Professional Services Agreement (PSA) and work order No.1, with HDR Engineering, Inc. for Professional Program Management Services for the Capital Improvement and Transportation Program for a one year period, with the option for five additional one-year extension pursuant to RFP 04-05-019.</u>

HD/NIB MOTION 05-119

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 9/27/05 DISTRICT: 4
NAME OF PROJECTS: ROBERT KING HIGH PARK SOCCER FIELD
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 333145
ADDITIONAL PROJECT NUMBER: B-30229
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$1,974,700 (10 Million Bond Authorization, 1st Series Allocation 0, swaps per ordinance \$241,234 + Bond Interest \$1,976,250, estimated balance is \$0)
SOURCE OF FUNDS: Soccer Complex Development
ACCOUNT CODE(S): CIP # 333145

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

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

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

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/21/05
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 11/10/05
Approved by Commission? YES NO N/A DATE APPROVED: _____
Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

5. REVISIONS TO ORIGINAL SCOPE

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

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

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

6. COMMENTS: Supported by Carlos Arboleva and will be further explained at full board meeting.
APPROVAL: [Signature] DATE: 11/10/05
BOND OVERSIGHT BOARD

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

2. Robert King High Park Soccer Field

TOTAL DOLLAR AMOUNT: \$1,974,700 (10 Million Bond Authorization, 1st Series Allocation 0, swaps per ordinance \$241,234 +Bond Interest \$1,976,250, estimated balance is \$0)
SOURCE OF FUNDS: Soccer Complex Development
ACCOUNT CODE(S): CIP # 333145
DESCRIPTION OF PROJECT: Scope consists of a Soccer Field with minimum international or college size requirements (approximately 120yds x 65yds) with lighting, Male and Female restroom facilities, bleachers, parking lot with lighting, security lighting around structures, required landscape adjacent to building and parking lot, proposed turf block and irrigation systems, sidewalks and accessibility to the facilities per ADA guidelines for building and facilities and other applicable codes, required site improvements from the north of the existing bridge to the new facilities in coordination with the proposed project south of that bridge.

HD/NIB MOTION 05-118

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ROBERT KING HIGH PARK SOCCER FIELD.

MOVED: L. Cabrera
SECONDED: L. De Rosa
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

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

TOTAL DOLLAR AMOUNT: not to exceed \$5,780,679
SOURCE OF FUNDS: Capital and Transportation Improvements Program
ACCOUNT CODE(S): _____
DESCRIPTION OF PROJECT: To execute a Professional Services Agreement (PSA) and work order No.1, with HDR Engineering, Inc. for Professional Program Management Services for the Capital Improvement and Transportation Program for a one year period, with the option for five additional one-year extension pursuant to RFP 04-05-019.

HD/NIB MOTION 05-119

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

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

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: not to exceed \$5,780,679
SOURCE OF FUNDS: Capital and Transportation Improvements Program
ACCOUNT CODE(S): _____
If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: _____
DESCRIPTION OF PROJECT: To execute a Professional Services Agreement (PSA) and work order No.1, with HDR Engineering, Inc. for Professional Program Management Services for the Capital Improvement and Transportation Program for a one year period, with the option for five additional one-year extension pursuant to RFP 04-05-019.

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/21/05
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 11/10/05
Approved by Commission? YES NO N/A DATE APPROVED: _____
Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

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

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

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

6. COMMENTS: Under Job Order Contract (JOC). Agreement does not include Street Car Program. Dollar amount generated by interest on Bond Issuance; term differ from those originally piggy-backed.

APPROVAL: [Signature] DATE: 11/10/05
BOND OVERSIGHT BOARD

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

2. Robert King High Park Soccer Field

TOTAL DOLLAR AMOUNT: \$1,974,700 (10 Million Bond Authorization, 1st Series Allocation 0, swaps per ordinance \$241,234 + Bond Interest \$1,976,250, estimated balance is \$0)
SOURCE OF FUNDS: Soccer Complex Development
ACCOUNT CODE(S): CIP # 333145
DESCRIPTION OF PROJECT: Scope consists of a Soccer Field with minimum international or college size requirements (approximately 120yds x 65yds) with lighting. Male and Female restroom facilities, bleachers, parking lot with lighting, security lighting around structures, required landscape adjacent to building and parking lot, proposed turf block and irrigation systems, sidewalks and accessibility to the facilities per ADA guidelines for building and facilities and other applicable codes, required site improvements from the north of the existing bridge to the new facilities in coordination with the proposed project south of that bridge.

HD/NIB MOTION 05-118

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ROBERT KING HIGH PARK SOCCER FIELD.

MOVED: L. Cabrera
SECONDED: L. De Rosa
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

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

TOTAL DOLLAR AMOUNT: not to exceed \$5,780,679
SOURCE OF FUNDS: Capital and Transportation Improvements Program
ACCOUNT CODE(S): _____
DESCRIPTION OF PROJECT: To execute a Professional Services Agreement (PSA) and work order No.1, with HDR Engineering, Inc. for Professional Program Management Services for the Capital Improvement and Transportation Program for a one year period, with the option for five additional one-year extension pursuant to RFP 04-05-019.

HD/NIB MOTION 05-119

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES.

MOVED: M. Cruz
SECONDED: R. Aedo
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

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

B. UPDATES:

1. Bicentennial Park Seawall/Shoreline Stabilization – Phases I, II & III

Mary Conway, CIP Department, reported that City staff and contractors partnered with the City have done an exceptional job on the project. Shoreline Foundation, the project contractor, provided exceptional work that was ahead of time and well within budget. The City brought forward an emergency resolution requesting that Shoreline Foundation continue their work for subsequent phases. They are nearing completion on Phase II. The City was successful in receiving another million dollar FIND Grant for Phase III. This project has been a model project for how things can get done efficiently and effectively.

2. Police Headquarters Restrooms ADA Modification Phase I Locker

Jim Brittain, CIP Department, reported that the project has been completed.

Mary Conway, CIP Department, reported that the facility was in deplorable condition. The new project has made a significant difference, and all of the men and women on the police force are very appreciative of the efforts.

3. Professional Services for Jose Marti Gym

Cary Sanchez-Rea, CIP Department, reported that the Jose Marti project is coming along. The next set of construction plans are ready to be submitted, pending comments from the Building Department. At the last meeting, there was a discussion on FDOT land the City was coordinating, and communication has been received from FDOT within the last 24 hours, and an agreement is being finalized.

4. Professional Services for Little Haiti Park Cultural Component

Cary Sanchez-Rea, CIP Department, reported that the plans are ready to be submitted on December 9, pending comments from the Building Department. The final edits to the CM-at risk contract are being executed to be brought before the Commission at their next meeting.

Mary Conway, CIP Department, reported that both the Jose Marti gym and the cultural component of the Little Haiti Park are on the agenda for next Thursday's Commission meeting for both the preconstruction services and for the Phase I construction, with the differentiation being Phase I is the portion of the construction being funded by the City's Homeland Defense bond; Phase II will be the portions of those projects that are funded through the County GOB monies.