

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

**5/26/09 – 6:00 P.M.  
CITY OF MIAMI  
CITY HALL CHAMBERS  
3500 PAN AMERICAN DRIVE  
MIAMI, FLORIDA 33133**

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**I. APPROVAL OF THE MINUTES OF THE MEETING OF APRIL 28, 2009.**

**II. NEW BUSINESS:**

1. Simpson Park Renovation Phase II
2. Marine Stadium Marina Boat Rack Metal Roof Deck

**III. UPDATES:**

1. Marine Stadium Marina Improvements
2. Saunder's Plot Repairs at City Cemetery
3. Paul S. Walker Park
4. Roberto Clemente Park New Recreation Building
5. Kinloch Storm Sewer Improvements - Design Services
6. Robert King High Park Soccer Field
7. Additional Funding Robert King High Park New Building & Site Improvements
8. Hadley Park Youth Center and Field Improvements
9. Additional Funding for Lummus Park Recreation Building
10. Additional Funding for Dorsey Park Building Renovation Expansion

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

**V. ADDITIONAL ITEMS:**

- City Hall Basement Tour

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

**4/28/09 – 6:00 P.M.  
CITY OF MIAMI  
CITY HALL CHAMBERS  
3500 PAN AMERICAN DRIVE  
MIAMI, FLORIDA 33133**

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

Present: Hugo P. Arza  
Eileen Broton  
Mariano Cruz  
Robert A. Flanders (Chairman)  
Charisse L. Grant  
Kay Hancock-Apfel  
Pablo Perez-Cisneros  
Gary Reshefsky  
Jose Solares

Absent: Rolando Aedo (Vice Chairman)  
Luis Cabrera  
Luis De Rosa  
Ricardo Lambert  
Carmen Matos  
Hattie Willis  
Danette Perez, Board Liaison, CIP Department

ALSO PRESENT: Robin Jones-Jackson, Assistant City Attorney  
Ola O. Aluko, Director, CIP Department  
Margie Carmenates, Controller, Miami Parking Authority  
Guy Forchion, Director of Operations, Virginia Key Beach Park Trust  
Sandra Vega, Program Manager, CIP Department  
Andre Bryan, Project Manager, CIP Department  
Joe Morffi, Construction Manager, CIP Department  
Carlos Vasquez, Construction Manager, CIP Department  
Ricardo Castro, Project Manager, CIP Department  
Marcia Lopez, Administrative Assistant I, CIP Department  
Wendy Jaramillo, Public Relations Specialist, CIP Department  
Teri-Elizabeth Thomas, City Clerk's Office

April 28, 2009



**I. APPROVAL OF THE MINUTES OF THE MEETINGS OF FEBRUARY 24, 2009.**

HD/NIB MOTION 09-07

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF FEBRUARY 24, 2009.

MOVED: J. Solares  
SECONDED: K. Hancock-Apfel  
ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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

**II. NEW BUSINESS:**

❖ Sunshine State Law Presentation – Robin Jones Jackson, Assistant City Attorney  
*DEFERRED TO THE NEXT BOARD MEETING.*

**III. NEW ITEMS:**

1. Bike Racks – D2

NAME OF PROJECT: <u>BIKE RACKS – D2</u> TOTAL DOLLAR AMOUNT: <u>\$4,096</u> SOURCE OF FUNDS: <u>District 2 Quality of Life Park Improvement</u> ACCOUNT CODE(S): <u>311712</u> DESCRIPTION OF PROJECT: <u>Purchase and installation of two custom bike racks in Downtown Coconut Grove.</u>
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HD/NIB MOTION 09-08

A MOTION TO FUND BIKE RACKS - D2 PROJECT.

MOVED: M. Cruz  
SECONDED: G. Reshefsky  
ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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

2. The Roads Community Signs – D3

NAME OF PROJECT: <u>THE ROADS COMMUNITY SIGNS – D3</u> TOTAL DOLLAR AMOUNT: <u>\$12,315</u> SOURCE OF FUNDS: <u>Neighborhood Gateway Improvements</u> ACCOUNT CODE(S): <u>341212</u> DESCRIPTION OF PROJECT: <u>Installation of seven Multi-Post signs at various circles throughout the Roads area.</u>
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HD/NIB MOTION 09-09

A MOTION TO FUND THE ROADS COMMUNITY SIGNS - D3 PROJECT.

MOVED: K. Hancock-Apfel  
SECONDED: M. Cruz  
ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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

3. Coral Gate Park New Community Building – Design Services

➤ *Coral Gate Park Building Improvements Rescinded*

**NAME OF PROJECT:** CORAL GATE PARK NEW COMMUNITY BUILDING – DESIGN SERVICES  
**TOTAL DOLLAR AMOUNT:** \$225,001 Approval for Design Services Only. (\$1,658,466 is estimated project cost)  
**SOURCE OF FUNDS:** Neighborhood Park Improvements and Sunshine State Financing Commission  
**ACCOUNT CODE(S):** 331419  
**DESCRIPTION OF PROJECT:** The project consists of furnishing of all labor, material and equipment for the construction of a new community building of approximately 4,300 sq. ft., of Gross Area. Also, the project includes a new parking lot, landscape, irrigation, demolition of existing building, relocation of existing playground, possible utility of site improvements and site lighting. The project will use the design space program of Grapeland Recreational Building.

HD/NIB MOTION 09-10

A MOTION TO FUND THE CORAL GATE PARK NEW COMMUNITY BUILDING - DESIGN SERVICES.

MOVED: M. Cruz  
SECONDED: C. Grant  
ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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

4. Virrick Park New Pool Facility – Design Services

➤ *Virrick Park Pool Building Renovation Rescinded*

**NAME OF PROJECT:** VIRRICK PARK NEW POOL FACILITY – DESIGN SERVICES  
**TOTAL DOLLAR AMOUNT:** \$361,000 Approval for Design Services Only (\$3,485,000 is estimated project cost.)  
**SOURCE OF FUNDS:** Neighborhood Park Improvements  
**ACCOUNT CODE(S):** 331419  
**DESCRIPTION OF PROJECT:** Demolition of the existing pool facility and construction of a new pool facility within the existing facility footprint. The new pool facility will include the following key components: (1) Pool heater system, (2) Swimming pool with a maximum depth of 6 feet, (3) Splash park features, and (4) Pool Bath House (includes showers, toilet stalls, lifeguard office, storage and pump room).

HD/NIB MOTION 09-11

A MOTION TO FUND THE VIRRICK PARK NEW POOL FACILITY - DESIGN SERVICES.

MOVED: M. Cruz  
SECONDED: H. Arza  
ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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

5. Virginia Key Beach Park Trust Save the Carousel

**NAME OF PROJECT:** VIRGINIA KEY BEACH PARK TRUST – SAVE THE CAROUSEL  
**TOTAL DOLLAR AMOUNT:** \$50,000  
**SOURCE OF FUNDS:** District 2 Quality of Life Park Improvement  
**ACCOUNT CODE(S):** 311712  
**DESCRIPTION OF PROJECT:** Release of matching funds to match an amount equal to the level of private support the Trust could muster to “Save the Carousel.”

HD/NIB MOTION 09-12

A MOTION TO FUND THE VIRGINIA KEY BEACH PARK TRUST SAVE THE CAROUSEL PROJECT.

MOVED: M. Cruz  
SECONDED: J. Solares  
ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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

6. Virginia Key Beach Park Trust Additional Projects

**NAME OF PROJECT:** VIRGINIA KEY BEACH PARK TRUST ADDITIONAL PROJECTS  
**TOTAL DOLLAR AMOUNT:** \$190,560 Funding request is for the remaining balance of \$1,046,765 that was previously allocated. (New project cost is \$306,433, which includes \$115,873 surplus funds).  
**SOURCE OF FUNDS:** Homeland Defense Bond Series II  
**ACCOUNT CODE(S):** \_\_\_\_\_  
**DESCRIPTION OF PROJECT:** The scope of work for 10 new projects is attached. The projects include Handicapped access, Roofing repairs, Paint railing on Administrative building, Electrical installations and upgrades, Shoreline survey (ACOE-111) maintenance, Park office, operations and maintenance facility area, Capital equipment, Park recreation equipment and upgrades, Miscellaneous park improvements, and Army Corps of Engineers (ACOE) Section 1135 Grant.

HD/NIB MOTION 09-13

A MOTION TO FUND THE VIRGINIA KEY BEACH PARK TRUST ADDITIONAL PROJECTS.

MOVED: H. Arza  
SECONDED: M. Cruz  
ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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

**IV. UPDATES:**

1. NE 2nd Avenue Improvements – Design Services

Ricardo Castro, CIP Department, reported that the project area extends from Northeast 20th Street to Northeast 84th Street. HD funds are only being used from 36th to 69th Street. The project analysis form provides a breakdown of the usage of the funds and the construction costs per segment. Mr. Castro stated that a segment of the project will be funded from economic stimulus funds from FDOT.



## 2. Virginia Key Beach Park Trust - Capital Related Consulting Additional Funding and Scope of Work Change

Guy Forchion, Director of Operations, Virginia Key Beach Park Trust, stated the following: Mr. Chairman and board members, there are two items here in terms of updates. Number one, the capital-related consulting additional funding and scope of work change. This is something that really goes back in time to as early as 2005. And in your packets you will see a one-page update, which is Homeland Defense 1. It's a one-pager that actually represents this update piece. It's one page, and the funds available at the bottom right are \$33,000 and some dollars. This update is regarding those projects. There were eight at that time. You can see very clearly the project allocation, the payments to date and the funds available. I'll go over each one very quickly. Number one was the construction of our current on-site modular building that is complete. Those funds available are surplus funds that are left over. Number two was trash debris and hauling. That is something that was taken care of, again, a few years ago at that exact amount. Buoy line installation and Bear Cut, some different consulting and work going on. That is a project that right now is ongoing. It has faced a lot of different hurdles to go through. And I think, just to summarize, one that probably took the most time was as we moved forward in order to put that buoy line together, an ordinance was needed in the City of Miami. And so that took a few months in drafting that ordinance, moving it through the City Commission. So there's over \$19,000 left in that project and still a good amount of work to do. We're completing the permitting process now. There are five to six different permitting agencies involved. We've received two of those permits from two of the agencies thus far and are in the process of answering questions from DERM and resubmitting some information back to them. They are probably our last and largest hurdle in terms of the permits needed. Number 4 was during our process for selection of a design firm for our museum, which included payment that was going out for the submission of those designs from each firm. That has been completed and those dollars are surplus dollars. Number 5, utilities master plan, which was laying out an electrical backbone and communications backbone for the entire 82-acre park. That project was completed at that cost. Number 6, Bear Cut current testing. There we were in collaboration with NOAA, who also resides on the island of Virginia Key. In that project we purchased a monitoring device that was used for a year-long current study that has been completed. That data has all been compiled by NOAA and is now in the hands of a consultant who will be using that data to create safe swimming recommendations for Virginia Key Beach Park. And so those funds, 808, are surplus funds. Erosion control line survey, which is a process that is complete. We had Sea Systems conduct that work for us at \$2,000, a savings of \$5,000, again, surplus dollars. And finally, the entrance gate design. That is some design work that we had done for what we hope will be used in the future of the entry to Virginia Key Beach Park, and that work was done at that cost. We're looking at just over \$33,000 remaining that we will be putting toward primarily the buoy line installation and that would deal with purchasing those physical buoys, the installation of them and some of the funds that may help us with the current study that our new consultant is doing as they compile recommendations for us for swimming. So that concludes my update on that package of dollars, and those are HD-1 funds.

## 3. Virginia Key Beach Park Trust Various Projects

Guy Forchion, Director of Operations, Virginia Key Beach Park Trust, stated the following: I think the next follow-up, if I may, Mr. Chairman, is on our \$856,000 in a package of projects. This we



went into at the audit subcommittee meeting and I think this format will be a lot clearer than what we faced that evening. And again, it deals with each project. There are 21 projects. I can tell you that 14 of the 21 have either been completed or cancelled, and I'll start very quickly again. Number one, repainting of our historic buildings. This was done just before our opening in 2008, giving us a fresh look as we opened in February last year. Cost estimate was \$12,000; actual cost was \$14,000. You'll see in the next column the difference, completed or cancelled, ongoing, and a status. And so the difference was negative \$2,000. Water fountain installation. Cost estimate was \$15,000. This was looking at putting in public water fountains. What we chose to do there was to alter that project into not installing water fountains and doing portable water stations, very fashionable park cooler devices that you can put in different places. That gave us some flexibility on the property. Actual cost thus far is \$2,300. There is a difference remaining. It is an ongoing project, something as we may see some other need; we may continue to fulfill it. Shower installation, \$15,000 was the estimate. We spent 725 thus far on one outdoor shower. We may do another matching one, and we are looking at doing portable showers again to our north restroom area, which is a historic building and only a rest room, no showers. It would require some outdoor showers and we're looking at being able to do that portable as opposed to one affecting the building in any way. Swimming area identification, that's project number 4, that was a complete project and I think at our meeting, this Board requested that we also add Creole language to one of the signs. So it is an ongoing project because we will be adding that segment that was requested. There's kind of a warning sign in red and then another lengthier sign that has a lot of legal language that explains the current issue that we're working on that issue and looking out for safety. We will make the change to that one existing sign in the various areas on the shoreline. Post and rope barriers, that is complete. We looked at consultants -- well, not really consultants, but some firms doing that work for us and found that our staff could do the job. We purchased the wood; the cable needed and installed those ourselves at a savings. So no funds were spent on that project. Environmental resource permit, \$30,000. This is something we're hoping as the museum comes forward this would fall right in line with that. We have not taken any steps on it thus far because we have had a few delays in stepping forward with our design process on the museum. So we're holding back on that, but that essentially is laying out the complete master plan over the 82 acres and informing DERM, Department of Environmental Protection and other agencies of exactly what types of issues we may run into, primarily on water runoff and elevations on the property, doing that in one package, as opposed to an ERP for each project. Barbecue grills, number 7; and picnic tables, number 8. Both of these are 100 percent complete. I also put another note in the status that we were able to match that with County funding from Safe Neighborhood Parks. We got \$19,000 in SNP and were able to match that with that project. It actually allowed us to purchase more and a slightly higher quality of product. Number 9, lifeguard stands. This project was cancelled; \$15,000 were set aside. These are not the traditional lifeguard stands. These are historic outdoor exhibits. These are to create replicas that existed on the park during the park's heyday, and they would go back on shore. That's a project that we've cancelled and it has now been put into our museum project as part of the outdoor exhibits. Number 10, water service supply plan is \$191,000. This is an ongoing project. We haven't taken any steps on this thus far. And the reason for that is in the past year we found that the most crucial step we needed to move forward on was electrical service at different places on the park. We had kind of two items to step forward on, how far we expanded our electrical service at different areas or whether or not we move forward with things like water fountains, showers and other water supply. We were going for some grants for a water play area and saw at that time that this would play directly into that. That process has slowed and we have advanced some of our electrical work, and so it's still in waiting but we're looking to probably step forward on different parts of that in the near future, but no dollars have been spent thus far. Number 11, front guard gate house control. This is something that was completed; \$3,877, a savings of \$6,123. This is right at our entry gate. In August 2008 we began charging a \$3 entry fee on Saturdays, Sundays and holidays. In that guardhouse is where that collection is done and information disseminated. Number



12, picnic pavilion awnings. This is in the rear of our property. This project's complete, came in \$7 under budget; 100 percent complete, and this is on the north end of our property. Probably our best estimate to date. Lightning protection, \$7,550 was set aside. We only needed to put electric rod on the top of the carousel building. Two other buildings that we were anticipating having to do that work to after we had an analysis done; they were grounded in such a way that it was not needed. That was our administrative modular building and our historic concession stand. And so there was a savings there. Additional parking lot improvements. This was asphalt work again near our front entry. Where you enter a U-turn area, because we had to create a very different vehicular pathway in having folks come in, pay an entry and then whether or not they were at the wrong property and needed to U-turn and head directly out. So there's a section that loops around right at our entryway. That work was completed and there were some cost savings. Awnings for the administrative office, this was literally for our front door and rear door on our modular buildings, so while it's raining just for some coverage. It's an item that we chose later not to go ahead with and we deal with any rain that may come down with an umbrella just out of the front of the office. So it's something that we went ahead and cancelled. Mini train tunnel doors. This is a project that it's ongoing. It's in process right now, purchase orders have gone forward. We got our final bids. These are to replicate the historic cottage style wooden doors for our mini train tunnel. For security for the train because that is where it's parked at night. It's currently locked in with chain-link fence, and we want to complete the historic look of the tunnel and the train. And so that is something that I believe we will have complete in 60 to 90 days. All of the bidding is done and the company has been selected. Mini train rail installation. This included installing the rail, bolts, ties, everything else needed for that process. It did go over our estimate, just over \$25,000. It's 100 percent complete and has begun running as of August last year, the mini train. Mini train painting; that, too, was already complete; did go over, just around \$3,000. And that's project 18. Project 19, mini train platform restoration and awnings. This is the mini train station. What's existing on the park is essentially 110 by 10 foot concrete slab. The covering that was historically there has been gone potentially for decades. We're in the process now, from photographs and historic documents, of replacing that awning. It will be slightly modernized, but it will be very much a replica of what existed there. The company has been selected and actually the design of the awning is done, and in two and a half weeks, they will begin installation. Project number 20, park maintenance facility. This is a project, we cancelled it. Initially, when we brought a concessionaire into our concession stand building, which was a location with some offices where our operations staff used to reside. We were able to move them into our existing modular building. This initially was to put a trailer on property. We were able to not do that, keep some of the historic look of the property and move them into existing buildings, and it has worked out nicely. Finally is the children's play area. This was a boundless playground where we had set aside \$75,000 to match funds coming from the Children's Trust, and at the final hour, the Children's Trust was able to pay for the project 100 percent. And so our \$75,000 in matching was not needed and also went into surplus funds and was 100 percent complete. That concludes my update.

#### 4. Dinner Key Mooring Anchorage Field

##### ➤ Dinner Key Pier 3 Emergency Repairs (Reallocation)

Carlos Vasquez, CIP Department, reported that the Dinner Key mooring field project started about a year ago with the idea to be three projects in one. A decision was made with the client department, Public Facilities, to split the project into three separate projects, Dinner Key Mooring Field, Pier 3 repairs, and also another project for the Dinner Key Mooring Fields facility. The mooring field project is estimated to be completed by the end of July 2009.

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

Chairman Flanders extended an invitation to the groundbreaking ceremony for the Dorothy Quintana Community Center.

**VI. ADDITIONAL ITEMS:**

HD/NIB MOTION 09-14

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: M. Cruz

SECONDED: P. Perez-Cisneros

ABSENT: R. Aedo, L. Cabrera, L. De Rosa, R. Lambert, C. Matos, H. Willis

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



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 5/26/09 DISTRICT: 2
NAME OF PROJECT: SIMPSON PARK RENOVATION PHASE II
INITIATING DEPARTMENT/DIVISION: Capital Improvements Program
INITIATING CONTACT PERSON/CONTACT NUMBER: Ola O. Aluko (305) 416-1280
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: B-39910G

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [ ] NO If yes,
TOTAL DOLLAR AMOUNT: \$950,000 (\$200,000 is Homeland Defense) and \$750,000 Donated by Enea Farden
Design, Larqcon Group Inc., and Audi and various other groups
SOURCE OF FUNDS: District 2 Neighborhood Quality of Life Improvements
ACCOUNT CODE(S): CIP # 311712

If grant funded, is there a City match requirement? [X] YES [ ] NO
AMOUNT: \$750,000 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: The project consists of a wood house/gateway, additional benches and deck
extension and accompanying landscaping.

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

Approved by Audit Committee? [X] YES [ ] NO [ ] N/A DATE APPROVED: 5/18/09
Approved by Bond Oversight Board? [ ] YES [ ] NO [ ] N/A DATE APPROVED: 5/26/09
Approved by Commission? [ ] YES [ ] NO [ ] N/A DATE APPROVED:
Revision(s) 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: 5/26/09
BOND OVERSIGHT BOARD





**AGENDA ITEM SUMMARY FORM**

FILE ID: \_\_\_\_\_

Date: 4/15/09

Requesting Department: CIP

Law Department  
Matter ID No.  
09-1159

Commission Meeting Date: 5/28/09

District(s) Impacted: 1

Type:  Resolution  Ordinance  Emergency Ordinance  Discussion Item  
 Other \_\_\_\_\_

Subject: Resolution accepting donated goods and services and authorizing a construction contract for Simpson Park.

**Purpose of Item:**

To request approval of the attached resolution, by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying the City Manager's recommendation, pursuant to section 18-85 of the Code of the City of Miami, Florida, as amended, waiving the requirements for competitive bidding procedures for the procurement of services; authorizing the City Manager to execute an agreement with Larqcon Group, Inc., in the not to exceed amount of \$200,000, for Phase II renovations to the City-owned Simpson Park, consisting of a wood house / gateway, additional benches, deck extension and accompanying landscaping, with funds allocated from CIP Project No. B-39910G; further accepting approximately \$750,000 in goods and services donated by Enea Garden Design, Larqcon Group, Inc., Audi, and various other groups to the Park.

**Background Information:**

City-owned Simpson Park comprises 5.5 acres of native hardwood hammock between 15th Road and South Miami Avenue. The City has recently renewed efforts to restore the park's natural beauty, and enhance its role as an educational tool for the surrounding community. The project is part of the Mayor's broader "Green Project." A public-private partnership between Audi, Enzo Enea (Enea Garden Design), Chad Oppenheim (Oppenheim Architecture) and the City of Miami aims to revitalize the park. The partnership has since donated a new entrance to Simpson Park, representing Phase I of construction consisting of a wood deck, benches, and landscaping. Phase II will consist of wood deck completion, a wood house structure, ground cover on pathways and a garden with benches. In addition, Enea has developed conceptual plans to further enhance the park and develop its educational features in the future. In all, approximately \$750,000 in donated goods and services have been or plan to be donated to the City. Donating groups include Audi (\$290,000 in cash, vehicles, volunteers, and services), Enea Garden Design (project management, design, construction administration), Larqcon Group, Inc. (at-cost construction), Oppenheim Architecture (structure design), Steve Burzynski (benches), and Siinc (marketing and coordination). .....Continued

**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-39910G award #1457  
YES Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: \_\_\_\_\_  
Maintenance Cost: \_\_\_\_\_  
Total Fiscal Impact: \$200,000

**FILE**

**Final Approvals  
(SIGN AND DATE)**

CIP (1) Smith 4/24/09  
If using or receiving capital funds Grants N/A  
Purchasing N/A  
Chief Guile

Budget Wing Burt 4/29/09  
Risk Management N/A  
Dept. Director [Signature]  
City Manager \_\_\_\_\_

Project Manager: Gary Fabrikant

The total estimate for Phase II is \$250K. Enea and their contractor (Larqcon Group, Inc.) have offered to donate much of their time and discount their costs to perform the work within the available funds. In consideration of the partnership's commitment to improving the park, the Commissioner for District 2 wishes to provide \$200K from a future District 2 Neighborhood Quality of Life allocation. Pursuant to the attached negotiated agreement, the funds are to be provided to Larqcon in order to implement Phase II construction. The partnership is currently fundraising for the remaining 50K. A four-fifths (4/5ths) waiver is necessary to waive competitive bidding and award the contract to Larqcon. The City's Capital Improvements Program will provide project oversight during the construction of this project.

..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 THE CITY MANAGER'S RECOMMENDATION, WAIVING THE REQUIREMENTS FOR COMPETITIVE BIDDING PROCEDURES FOR THE PROCUREMENT OF SERVICES, PURSUANT TO SECTION 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LARQCON GROUP, INC., IN SUBSTANTIALLY THE ATTACHED FORM, IN AN AMOUNT NOT TO EXCEED \$200,000, FOR RENOVATIONS TO THE CITY-OWNED SIMPSON PARK, WITH FUNDS ALLOCATED FROM CIP PROJECT NO. B-39910G; FURTHER ACCEPTING APPROXIMATELY \$750,000 IN GOODS AND SERVICES DONATED BY ENEA GARDEN DESIGN ("Enea"), LARQCON GROUP, INC., AUDI, AND VARIOUS OTHER GROUPS TO THE PARK.

..Body

WHEREAS, the City of Miami ("City") has recently renewed efforts to restore City-owned Simpson Park comprised of 5.5 acres of native hardwood hammock between 15<sup>th</sup> Road and South Miami Avenue; and

WHEREAS, the project is part of the Mayor's broader "Green Project"; and

WHEREAS, a public-private partnership between Audi, Enzo Enea (Enea Garden Design), Chad Oppenheim (Oppenheim Architecture) and the City of Miami aims to restore the park's natural beauty and enhance its role as an educational tool for the surrounding community; and

WHEREAS, the partnership has since donated a new entrance to Simpson Park, representing Phase I of construction, consisting of a wood deck, benches, and landscaping; and

WHEREAS, Phase II will consist of a similar wood deck, a wood house structure, ground cover on pathways and a garden with benches; and

WHEREAS, Enea has developed conceptual plans to further enhance the park and develop its educational features in the future; and

WHEREAS, approximately \$750,000 in donated goods and services have been or plan to be donated to the City; donating groups include Audi (\$290,000 in cash, vehicles, volunteers, and services), Enea Garden Design (project management, design, construction administration), Larqcon Group, Inc. (at-cost construction), Oppenheim Architecture (structure design), Steve Burzynski (benches), and Siinc (marketing and coordination); and

WHEREAS, the total estimate for Phase II is \$250,000 and Enea and their contractor (Larqcon Group, Inc.) have offered to donate much of their time and discount their costs to perform the work within the available funds; and

WHEREAS, the Commissioner for District 2 wishes to provide \$200,000 to Larqcon Group, Inc., to implement Phase II construction; and

WHEREAS, the group is currently fundraising for the remaining \$50,000; and

WHEREAS, a four-fifths (4/5ths) waiver is necessary to waive competitive bidding procedures, as provided in Section and 18-85 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 Larqcon Group, Inc., in substantially the attached form, for renovations to Simpson Park; further accepting approximately \$750,000 in goods and services donated by Enea Garden design, Larqcon Group, Inc., Audi, and various other groups to the park; and

WHEREAS, funds are to be allocated from Capital Improvement Project No. B-39910G;

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 recommendation waiving the requirements for competitive bidding procedures pursuant to Section and 18-85 of the City Code, is hereby ratified, approved and confirmed, and award of a contract to Larqcon Group, Inc. for renovations to Simpson Park, is authorized, in an amount not to exceed \$200,000, with funds allocated from Capital Improvement Project No. B-39910G.

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

APPROVED AS TO FORM AND CORRECTNESS:

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Julie O. Bru  
CITY ATTORNEY

.. Footnote

{1} The authorization herein 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.



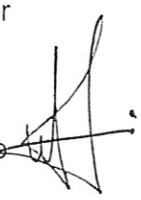
CITY OF MIAMI, FLORIDA  
INTER-OFFICE MEMORANDUM

---

TO: Pedro G. Hernandez  
City Manager

DATE: April 20, 2009 FILE:

SUBJECT: Waiver of Bidding Procedures  
Larqcon Group, Inc.

FROM: Ola O. Aluke   
Director  
Department of Capital Improvements

REFERENCES: Simpson Park, B-39910G

ENCLOSURES:

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**RECOMMENDATION**

The Department of Capital Improvements Program recommends that it is in the best interest of the City to waive competitive bids and secure the services of Larqcon Group, Inc. to provide the required construction services, for the new entryway into Simpson park.

We recommend that the City Manager concur to waive the formal bid requirements set forth in section 18-85 of the Code of the City of Miami and affirm and adopt these findings and forward the matter to the City Commission of its approval.

**BACKGROUND**

City-owned Simpson Park comprises 5.5 acres of native hardwood hammock between 15th Road and South Miami Avenue. The City has recently renewed efforts to restore the park's natural beauty, and enhance its role as an educational tool for the surrounding community. The project is part of the Mayor's broader "Green Project."

A public-private partnership between Audi, Enzo Enea (Enea Garden Design), Chad Oppenheim (Oppenheim Architecture) and the City of Miami aims to revitalize the park. The partnership has since donated a new entrance to Simpson Park, representing Phase I of construction consisting of a wood deck, benches, and landscaping. Phase II will consist of a similar wood deck, a wood house structure, ground cover on pathways and a garden with benches. In addition, Enea has developed conceptual plans to further enhance the park and develop its educational features in the future. In all, approximately \$750,000 in donated goods and services have been or plan to be donated to the City. Donating groups include Audi (\$290,000 in cash, vehicles, volunteers, and services), Enea Garden Design (project management, design, construction administration), Larqcon Group, Inc. (at-cost construction), Oppenheim Architecture (structure design), Steve Burzynski (benches), and Siinc (marketing and coordination).

The total estimate for Phase II is \$250,000. Enea and their contractor (Larqcon Group, Inc.) have offered to donate much of their time and discount their costs to perform the work within the available funds. The Commissioner for District 2 wishes to provide \$200,000 from a future District 2 Neighborhood Quality of Life allocation. The funds are to be provided to Larqcon in order to implement Phase II construction. The group is currently fundraising for the remaining \$50,000. A four-fifths (4/5ths) waiver is necessary to waive competitive bidding and award the contract to Larqcon Group., Inc.

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: \_\_\_\_\_  
Pedro G. Hernandez, City Manager

C: Gary Fabrikant, CIP Assistant Director

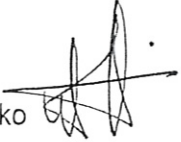
CITY OF MIAMI, FLORIDA  
INTER-OFFICE MEMORANDUM

---

TO: Priscilla A. Thompson  
City Clerk

DATE: April 20, 2009 FILE:

SUBJECT: Request to Publish Notice for  
Simpson Park Improvements,  
B-39910G

FROM: Ola O. Aluko   
Director  
Capital Improvements Program

REFERENCES:

ENCLOSURES: Notice of Public Hearing

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Please make arrangements to publish the attached Notice of Public Hearing regarding the waiver of competitive bids and authorizing the City Manager to execute a contract with Larqcon Group, Inc. for the City-owned Simpson Park, B-39910G.

A 14 day notice is sufficient and we would like the item to be heard on May 28, 2009.

The date and time of the public hearing will be \_\_\_\_\_ at \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Elvi G. Alonso  
Agenda Coordinator

cc: Gary Fabrikant

NOTICE OF PUBLIC HEARING  
regarding  
WAIVER OF FORMAL BIDS FOR THE AWARD OF A CONTRACT  
FOR CONSTRUCTION SERVICES FOR SIMPSON PARK, B-39910G

City Hall – 3500 Pan American Drive  
Miami, Florida



The Miami City Commission will hold a Public Hearing on May 28, 2009 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 recommendation of the City Manager justifying the waiver of competitive bids to award a contract for Simpson Park to Larqcon Group, Inc.

The Public Hearing will be held in conjunction with the regularly scheduled City Commission meeting of May 28, 2009 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





## Construction Agreement

By and Between

The City Of Miami

And

Larqcon Group, Inc.

For The

Simpson Park Improvements, B-39910G

Department of Capital Improvements & Transportation  
444 SW 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33130

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of Miami, Florida, a municipal corporation, hereinafter called the City, and Larqcon Group, Inc., a Florida Corporation, hereinafter called Contractor.

**WITNESSETH:**

**WHEREAS**, the City desires to enter into an Agreement for the enhancements of the City-owned Simpson Park, and

**WHEREAS**, Contractor represents it possesses the requisite expertise and desires to enter into an Agreement to act as the Contractor to provide the services as set forth herein; and

**WHEREAS**, Contractor has agreed to discount costs to perform most of the work within the available funds, however, additional fund raising is required by other entities to be able to pay for the entire project; and

**WHEREAS**, the City Commission has authorized the City Manager to execute and enter into this Agreement by Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_ 2009;

**NOW THEREFORE**, in consideration of the mutual covenants and compensation set forth herein the City and Contractor agree as follows:

## **Section 1 - Terms and Conditions**

1. **Overview**

This Agreement covers the services of Contractor for the construction of the Project, which consists of enhancements to the City of Miami's Simpson Park (the "Project"). This Work includes installation of a wood deck, a wood house structure, ground cover on pathways and a garden with benches. The Work is more fully described in the drawings and specifications included in Attachment "F".

2. **Intention of City**

It is the intent of City to have the Project constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

3. **Definitions**

**Architect/Engineer** means the Architectural and/or Engineering firm(s) who have donated their services to the City for the provision of design services for this Project. The Architectural and/or Engineering firms are referred to herein as the A/E. The

companies are Enea Garden Design, Oppenheim Architecture + Design and Ysrael A. Seinuk, P.C.

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

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

**City** means the City of Miami, Florida, a Florida municipal corporation. In all respects hereunder, City's performance is pursuant to the City's capacity as owner of the Project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Agreement. For the purposes of this Agreement, "City" without modification shall mean the City Manager or Director, as applicable.

**Contractor Project Manager** means the person designated by Contractor as its lead representative to the City. The Contractor Project Manager shall have the authority to obligate and bind Contractor and to act on all matters on behalf of Contractor except for revisions to the Contract Documents and Change Orders.

**Construction Change Directive** means a written directive to effect changes to the Work, prepared by the A/E and executed by the City

**Contract Documents** means this the documents described in Section 1, Article 6 of this Agreement.

**Construction Work** means all Work required by this Agreement.

**Contract Time** means the time period defined in this Agreement for the Contractor to complete the Project.

**Cure** means the action taken by the Contractor promptly after receipt of written notice from the City of a breach of the Agreement for the Work, which shall be performed at no cost to the City, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Agreement affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work or the Project site disturbed in performing such cure.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written notice to Cure from the City identifying the deficiencies and the time to Cure.

**Design Documents** means the construction plans and specification prepared by A/E(s) for this Project under separate agreement(s) with the City.

**Director** means the Director of the Department of Capital Improvements and Transportation or designee, who has the authority and responsibility for managing the Project under this Agreement.

**Drawings** means the graphic and pictorial portions of the Work, which serve to show the design, location and dimensions of the Construction Work to be performed, including, without limitation, all notes, schedules and legends on such Drawings as prepared by the A/E(s) in Attachment F.

**Field Directive** means a written approval for the Contractor to proceed with Work requested by the City or the A/E(s), which is minor in nature and should not involve additional cost.



**Final Completion** means the date subsequent to the date of Substantial Completion at which time the Contractor has completed all the Work in accordance with the Agreement as certified by the A/E or the City and submitted all documentation required by the Agreement

**Notice To Proceed** means a written letter or directive issued by the Director or City's Project Manager acknowledging that all conditions precedent have been met and directing that the Contractor may begin Work on the Project or a specific task of the Project.

**Project Manager** means an employee or representative of the City assigned by the Director to monitor the Work to be performed under this Agreement and the construction of the Project.

**Project** means the construction of the Work specified in this Agreement as contemplated and budgeted by the City.

**Punch List** means a compilation of items of Construction Work required to be performed by, or through the Contractor prior to or after the Substantial Completion inspection and prior to Final Completion and payment.

**Record Set** means the copy of the Drawings, Specifications, Change Orders and other modifications of the Agreement to be maintained at the Project site by the Contractor, in good order and marked currently to record changes and shall include additions, revisions, modifications, change orders, approved substitutions, shop drawings and accurate dimensioned locations for items recorded, including but not limited to, all underground utilities.

**Request For Information (RFI)** means a request from the Contractor seeking an interpretation or clarification by the A/E(s) relative to the Agreement and/or the Drawings. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

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

**Schedule of Values** means a written schedule setting forth the detailed and itemized cost breakdown, inclusive of labor, material, and taxes of all elements of the Project. This schedule (attached) shall be used to bill against monthly based on a percentage of completion.

**Specifications** as used herein means that portion of the Contract Documents which are the written requirements for the materials, equipment, systems, standards and workmanship for completion of the Work and performance of related services.

**Sub-Contractor(s)** means a person or entity other than a materialman or laborer that has a direct contract with the Contractor to perform or supply a portion of the Construction Work.

**Submittals** mean documents prepared by the Contractor or those working on its behalf to show how a particular aspect of the Construction Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, Project photographs,

record documents, field measurement data, operating and maintenance manuals, reports, certifications and any other information described in the Agreement.

**Substantial Completion** means that point at which the Construction Work is at a level of completion in substantial compliance with the Agreement such that the City can use, occupy and/or operate the facility in all respects to its intended purpose. Substantial Compliance shall not be deemed to have occurred until any and all governmental entities, which regulate or have jurisdiction over the Work, have inspected, and approved the Work. Beneficial use or occupancy shall not be the sole determining factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of occupancy has been issued.

**Work** as used herein refers to all pre-construction, construction and other services required by the Contract Documents, including all labor, materials, equipment, supervision and services needed to complete the Project.

4. **Scope of Work**

Contractor shall provide all management, supervision, manpower, equipment, tools, and all other necessary goods and services for the renovation enhancements to Simpson Park as detailed in the attached specifications, drawings and plans as contained in Attachment F, and in accordance with the Contract Documents.

5. **Contract Value and Project Cost**

The Contractor shall perform all Work under this Agreement for an amount not to exceed \$200,000. Payments shall be made for Work actually performed and accepted by the City. Total cost to complete this project are estimated to exceed the \$200K allocated under this contract. Previous sponsors (Audi-Siinc and Design-Build team) of phase one will undertake fundraising efforts to raise the necessary additional funds to complete the project cost.

6. **Time for Completion**

Contractor will promptly perform its duties under the Contract Documents and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. Time is of the essence of this Agreement.

Contractor shall complete all Work under this Agreement within 120 days from issuance of the Notice to Proceed after contract execution .

7. **Contract Documents**

The Contract Documents shall consist of this Agreement, the Drawings and Specifications, approved written interpretations and clarifications, Field Directives, Construction Change Directives, any Change Orders issued thereto, and any modifications. Any modification to this Agreement shall only be effective if it is reduced to writing, and duly executed by both parties, except a Field Directive or Constructive Change Directive shall be effective after approval and execution by Director or designee. The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor.

8. **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, the specifications and plans prepared by the A/E, or provision of this Agreement the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions to the Contract Documents shall govern over the Contract Documents
- No section of the specifications or plans shall govern over the Contract Terms and Conditions
- Scope of Work and Specifications shall govern over plans and drawings

In the event of conflicts with the plans the priorities stated below shall govern:

- Schedules, when identified as such shall govern over all other portions of the plans
- Specific notes shall govern over all other notes, and all other portions of the plans, unless specifically stated otherwise
- Larger scale drawings shall govern over smaller scale drawings
- Figured or numerical dimensions shall govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

In the event of omissions in the Contract Documents that are incidental detail(s) of construction or construction system(s) or with regard to the manner of combining or installing equipment, parts, or materials, such detail shall be deemed to be an implied requirement of the Contract Documents. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small. The quality and quantity of the equipment, material, or part so furnished shall conform to trade standards and be compatible with the type, composition, strengths, size and profile of the equipment, materials or parts otherwise specified in the Contract Documents.

## 9. Progress Payments

Contractor may make Application for Payment for Construction Work completed during the Project at intervals of not more than once a month. Contractor's Application for Payment shall be accompanied by a partial release of liens relative to the Construction Work, which is the subject of the Application for Payment and any other information required by the City. Each Application for Payment shall be submitted in triplicate to City's Project Manager for approval.

City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Defective Construction Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
- Failure of Contractor to make payments properly to Sub-Contractors or for material or labor.
- Failure of Contractor to provide any and all documents required by the Contract Documents.



10. Payments

Payment of an approved Application for Payment approved by the A/E shall be made within thirty (30) days after receipt of Contractor's Application for Payment by the City, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed.

11. Progress Meetings

Contractor and the City's Project Manager shall hold construction progress meetings as deemed necessary to ensure the timely completion of the Work.

12. Performance and Payment Bond or Letter of Credit

Not Applicable for this Project

13. Indemnification

Contractor shall indemnify and hold harmless City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. Contractor's obligations hereunder shall apply even if part of the damage or injury is caused by the City. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description covered by Section 37.1 above which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of this Agreement. This indemnity will be interpreted under and construed to conform to the laws of the State of Florida, including without limitation and interpretation §725.06 and/or §725.08, Fla. Statute.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

14. Insurance

The Contractor shall not start Work under this Agreement until the Contractor has obtained the insurance required and the City's Risk Administrator has approved such insurance.

Companies Providing Coverage

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

Verification Of Insurance Coverage

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

Contractor shall furnish copies of insurance policies pertaining to this Agreement to the City's Risk Administrator within ten (10) days of written request.

#### Forms Of Coverage

Should Contractor be authorized to construct the Project, without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include:

- Employers' Liability with a limit of **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by an accident, each accident. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, each employee. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, policy limit.
- Waiver of subrogation

Comprehensive General Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability; General Aggregate Limit of **Two Million Dollars (\$2,000,000.00)**. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractor
- Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000.00)** per project. Contractor shall maintain in force until at least three years after completion of all work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- City is to be expressly included as an Additional Insured with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with general supervision of such operation.



- Employee included as insured.
- Contractual Liability.
- Waiver of Subrogation.
- Personal and Advertising Injury **One Million Dollars (\$1,000,000.00)** .
- Loading and Unloading.
- Contingent Liability (Independent Contractors Coverage)
- Explosion, Collapse and Underground Hazard

Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor. Business Automobile Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles.
- Hired, Borrowed, and Non-Owned Vehicles.
- Employers' Non-Ownership.
- Employees included as insured
- City of Miami as Additional Insured

Employer's Liability – Limits of Liability

- \$1,000,000 for bodily injury caused by accident, each accident
- \$1,000,000 for bodily injury caused by disease, each employee
- \$1,000,000 for bodily injury caused by disease, policy limit

Owners and Contractors Protective: Bodily injury and property damage liability with limits of **One Million Dollars (\$1,000,000)** each occurrence and an aggregate limit of **One Million Dollars (\$1,000,000)**.

If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Notice of Cancellation and/or Modification--The policy (ies) must be endorsed to provide City with at least thirty (30) days notice of cancellation and/or modification.

Submittal of Certificates--Contractor shall furnish to the Capital Improvements Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification by the City. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

The official title of the Owner is the City of Miami, Florida. This official title shall be used in all insurance documentation.

15. **Modifications To Coverage**

The City through its Risk Administrator or authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations and shall provide a thirty (30) day written notice to the Contractor. In that event Contractor shall comply with such requests



unless the insurance coverage is not then readily available in the national market, and may request additional consideration from City accompanied by justification. All additional cost will be born by the City.

16. **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.

17. **Authority Of The City Project Manager**

The Director hereby authorizes the City's Project Manager and/or the A/E, without limitation, to determine or answer, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and/or as to the interpretation of the Work to be performed.

The Contractor shall be bound by all determinations or orders of the City's Project Manager and/or A/E and shall promptly respond to requests of the Project Manager and/or A/E, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's and/or A/E's determination or requests. Where requests are made orally, the Project Manager and/or A/E will follow up in writing, within 24 hours.

The Project Manager and/or A/E shall have authority to act on behalf of the City to the extent provided by the Agreement, unless otherwise modified in writing by the City. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Director, Project Manager or the A/E.

The Project Manager and A/E shall have access to the Project Site during normal work hours, unless access is required by the City due to health, safety or welfare of the City or the public. The Contractor shall provide safe facilities for such access so the Project Manager and A/E may perform their functions under the Agreement. The Project Manager and A/E will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents.

The Project Manager and A/E will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Construction Work in accordance with the Agreement.

The Project Manager and A/E will have authority to reject Construction Work that does not conform to the Contract Documents requirements. Whenever, in his or her opinion, it is considered necessary or advisable to insure the proper implementation of the Contract Documents, the Project Manager and A/E will have authority to require special inspections or testing of the Construction Work, whether or not such Construction Work is fabricated, installed or completed. Neither the Project Manager's and A/E's authority to act under this Article, nor any decision made by him/her in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager and A/E to the Contractor, any Sub-Contractor, supplier or any of their agents, employees, or any other person performing any of the Construction Work.

All interpretations and recommendations of the Project Manager and A/E shall be consistent with the intent of the Contract Documents.

The Project Manager and A/E will not be responsible for the acts or omissions of the Contractor, or anyone employed or contracted directly or indirectly by the Contractor including any Sub-Contractor, or any of their agents or employees, or any other persons performing any of the Work.

**18. Subcontracts**

A Sub-Contractor is any person or entity that is performing, furnishing, supplying or providing any portion of the Construction Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the Sub-Contractors.

All subcontracts shall (1) require each Sub-Contractor to be bound to the Contractor to the same extent Contractor is bound to the City by the terms of the Contract Documents.

**19. Ownership and Use of Documents**

The Drawings, Specifications and other documents prepared by the A/E(s), and copies thereof furnished to the Contractor, are for use solely with respect to this Agreement. They are not to be used by the Contractor, Sub-Contractors, or material suppliers on other projects, without the specific written consent of the City. The Contractor, Sub-Contractors, and material suppliers are granted only a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the A/E appropriate to and for use in the execution of their Work under this Agreement.

**20. Plans and Working Drawings**

City, through A/E, shall have the right to modify the details of the Drawings and Specifications, to supplement the Drawings and Specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Contract Documents.

Where the Contractor believes that the modification or supplement is outside the scope of the Work, the Contractor shall, notify the A/E and the City's Project Manager that the modification or supplement is outside the scope of the Work. At that time the modification or supplement may be rescinded or the Contractor may be required to submit a request for a Change Order proposal. Where the Contractor is notified of the City's position that the modification or supplement is within the scope and the Contractor disagrees, the Contractor shall notify the A/E and the City's Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the modification or supplement. At no time shall the Contractor refuse to comply with the modification or supplement.

**21. Supplementary Drawings and Instructions**

When, in the opinion of A/E, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by A/E.

The supplementary drawings shall be binding upon contractor with the same force as the contract documents. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by change order.

The City's Project Manager and/or A/E, as applicable, shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance.



**22. Continuing the Work**

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City, including, without limitation, disputes or disagreements concerning a request for a Change Order, the Contract timeframe for completion of the Work. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements. All disputes shall be resolved in accordance with Article 52, Resolution of Contract Disputes and Article 53 Mediation-Waiver of Jury Trial.

**23. Public Entity Crimes**

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, or subcontractor, under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor's debarment.

**24. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act**

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

Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

**25. Audit Rights**

Contractor 's records which shall include but not be limited to accounting records, payroll time sheets, cancelled payroll checks, W-2's, 1099's, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to,



those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with such statute. Otherwise, for the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the Work, and until 5 years after the date of final payment by the City to Contractor pursuant to this Agreement.

The City's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this provision. The City or its authorized representative shall give auditees reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with this Article discloses overcharges in excess of 1% except negotiated fees by the Contractor to the City, the actual cost of the City's audit shall be paid by the Contractor. If the audit discloses contract billing or charges to which Contractor is not contractually entitled, Contractor shall pay over to the City said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

**26. OSHA Compliance**

The Contractor warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances.

**27. Safety Precautions**

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property, caused directly or indirectly, in whole or in part, by Contractor, any Sub-Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and A/E has issued a notice to City and Contractor a notice of Final Acceptance.

Contractor must adhere to the applicable environmental protection guidelines for the duration of the Project. If hazardous waste materials are used, detected or generated at any time, the A/E and the City's Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including, without limitation, OSHA, EPA, DERM, the City, Miami-Dade County, State of Florida, and Florida Building Code) which bear on the performance of the Work.

Contractor shall have the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with

good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to insure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all federal state and local regulations.

If an emergency condition should develop during the Project, the Contractor must immediately notify the A/E and the City's Project Manager of each and every occurrence. The Contractor should also recommend any appropriate course(s) of action to the A/E and the City's Project Manager.

**28. Permits, and Licenses**

Except as otherwise provided within the Agreement, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Agreement shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

**29. Compliance With Laws**

Contractor shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement.

**30. Defective Work**

A/E and the City's Project Manager shall have the authority to reject or disapprove Work which A/E finds to be defective. If required by A/E, Contractor shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.

Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by A/E, City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, which is not cured in the Cure Period the City may declare Contractor in default.

If, within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Construction Work within the time specified by City without cost to the City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.



Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate City to final acceptance.

31. **Warranty of Materials and Equipment**

Contractor warrants to City that all materials and equipment furnished under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by A/E, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

32. **Warranty of Construction**

The Contractor shall warrant that the Work conforms to the Agreement and is free of any patent and/or latent defect of the workmanship for a minimum period of one year from the date of Final Completion.

The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Agreement within the warranty period such that it complies with the Agreement.

In the event the Contractor fails to repair or replace defective Construction Work in accordance with the terms of the Agreement, and this warranty, the City shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the Contractor under any contract between the City and the Contractor.

33. **Manufacturer's Warranty**

Contractor shall provide to City all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the City for all material and equipment covered by this Agreement. All material and equipment furnished shall be fully guaranteed by the Contractor against factory defects and workmanship at time of installation. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that are required by Florida law. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon substantial completion of the Project.

34. **No Damages For Delay**

In the event of any delays to the Project that are caused by actions or events that are out of the control of the owner or entities hired or control by the owner, the Contractor's sole remedy shall be to seek an extension of time in accordance with the terms of the Agreement. The City shall not be liable for any delay damages or damages attributable to performing Work out of sequence, acceleration claims or other similar type claims, incurred by Contractor arising out of or in any way associated with the performance under this Agreement.

35. **Excusable Delay**

Excusable Delay is caused by circumstances beyond the control of Contractor, its Sub-Contractors, suppliers and vendors.



Contractor is entitled to a time extension of the Construction Work Time for Completion for each day the Construction Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 36 hereof.

Where Contractor determines that the City is liable for payment of cost due to a delay any request for additional compensation must be submitted in accordance with Article 35. Contractor shall furnish to the City's Project Manager all documentation supporting its claim, including, details of the claim, a description of the work affected and the actual costs resulting from the delay.

Where the City agree to an excusable delay and the Work is being performed by a Sub-Contractor, the Contractor shall be paid for actual costs associated with the delay plus 5% for indirect and overhead costs.

Where the City agree to an excusable delay and the Work is being performed by the Contractor's own forces the Contractor shall be reimbursed for actual costs associated with the delay

The Contractor agrees that the above constitutes its sole and exclusive remedies for an excusable delay. Failure of Contractor to comply with Article 35 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

**36. Notification and Claim for Change of Construction Work Time**

Any claim for a change in the Time for Completion, shall be made by written notice by Contractor to the to the A/E and Project Manager within fifteen (15) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless A/E allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by Contractor 's written notarized statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event.

The Time for Completion will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefore as herein. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by City, fires, floods, epidemics, abnormal weather conditions or acts of God.

**37. Changes in the Work or Terms of Contract Documents**

Without invalidating the Agreement and without notice to any Surety, City reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be issued in writing in accordance with the requirements of this Agreement

Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This Article shall not prohibit the issuance of Change Orders executed only by City as hereinafter provided.

38. Force Majeure

Should any failure to perform on the part of Contractor 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 Contractor is delayed in performing any obligation under this Agreement due to a force majeure condition, the Contractor shall request a time extension from the City within seven (7) 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 Contractor for extra compensation unless additional services are required. **Events of Force Majeure include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Sub-Contractors.

39. Field Directives

The City's Project Manager or A/E may at times issue Field Directives to the Contractor based on visits to the Project site. Such Field Directives shall be issued in writing and the Contractor shall be required to comply with such directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor shall, within 48 hours, notify the A/E and the City's Project Manager that the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded or the Contractor may be required to submit a request for a Change Order proposal. Where the Contractor is notified of the City's position that the Field Directive is within the scope and the Contractor disagrees, the Contractor shall notify the A/E and the City's Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive. At no time shall the Contractor refuse to comply with the directive. Failure to comply with the directive may result in a determination that the Contractor is in default of the Agreement.

40. Change Orders

Changes in the quantity or character of the Construction Work of the Project which are not properly the subject of Field Directives or Supplemental Instructions, including all changes resulting in changes in the contract price, or use of the Contingency shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City.

All changes to Construction Work must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders, excluding those issued against the contingency, increasing the value of the Agreement by \$50,000 or more shall be approved in advance by the City Commission. All Change Orders increasing the value of the Agreement, excluding those issued against the contingency by less than \$50,000 shall be approved in advance by the City Manager or his designee. All Change Orders issued against the contingency shall be approved by the Director or designee.

41. Value of Change Order Work

The value of any Work to be covered by a Change Order, or for any claim for an increase or decrease in the Agreement, or use of the Contingency shall be determined in one of the following ways:



- Where the work involved is covered by unit prices contained in the Schedule of Values, by application of unit prices to the quantities of items involved.
- By mutual acceptance of a lump sum which Contractor and City acknowledge contains a component for overhead and profit.

**42. Inspection of Work**

A/E and City shall at all times have access to the Work during normal work hours. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of the Contract Documents nor to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of A/E.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Agreement.

**43. Submittals**

All submittals for the Work shall be done so to the A/E.

City shall not be liable for any materials, fabrication of products or Work commenced that requires submittals until the A/E has returned approved submittals to the Contractor.

A/E shall make every effort to review submittals within ten (10) calendar days from the date of receipt by the A/E. A/E's review shall only be for conformance with design concepts and the information provided in the Contract Documents. The approval of a separate item shall not constitute approval of an assembly in which the item functions. The A/E shall return the shop drawings to the Contractor for its use and distribution.

Approval of any submittal shall not relieve the Contractor of any responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has given written notice to the A/E of the specific deviations and the A/E has issued written approval of such deviations.

Contractor shall be responsible for the distribution of all shop drawings, copies of product data and samples, which bear the A/E's stamp of approval. Distribution shall include, but not be limited to; job site file, record documents file, sub-contractors, suppliers, and other affected contractors or entities that require the information.

During the progress of the Work, the Contractor shall submit copies of all reports, permits and inspections required by governing authorities, or necessary for the Project.

**44. Substitutions**

Contractor shall submit all requests for substitutions to the A/E for review and approval. All such requests shall include sufficient documentation to support such request. A/E may request additional information as deemed necessary to properly review such requests.

**45. Shop Drawings**

Contractor shall submit Shop Drawings as required by the Contract Documents. The purpose of the Shop Drawings is to show, in detail, the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or noncompliance with the Contract Documents.



If the Shop Drawings show or indicate departures from the Contract Documents' requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

A/E shall review and approve Shop Drawings within ten (10) calendar days from the date received, unless said Shop Drawings are rejected by A/E for material reasons. A/E's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Shop Drawings. No work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by A/E. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to A/E along with its comments as to compliance, noncompliance, or features requiring special attention.

If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

Each shop drawing shall be clear, thoroughly detailed and shall have listed on it all Contract Document references, drawing number(s), specification section number(s) and the shop drawing numbers of related work. Shop drawings must be complete in every detail, including location of the work. Materials, gauges, methods of fastening and spacing of fastenings, connections with other work, cutting, fitting, drilling and any and all other necessary information per standard trade practices or as required for any specific purpose shall be shown.

Where professional calculations and/or certification of performance criteria of materials, systems, and or equipment are required, the A/E is entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

Contractor shall keep one set of Shop Drawings marked with A/E's approval at the job site at all times.

**46. Product Data**

Contractor shall submit a copy of product data. Copies must be marked to identify applicable products, models, options and other data. Contractor shall supplement manufacturer's standard data to provide information unique to the Construction Work.

Contractor shall only submit pages that are pertinent. Submittals shall be marked to identify pertinent products, with references to the specifications and the Contract Documents. Identify reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances.

**47. As-Built Drawings**

During the Construction Work, Contractor shall maintain records of all deviations from

the Drawings and Specifications as approved by the A/E and prepare As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and certify in writing that the As-Built Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

Legibly mark to record actual construction: On-site structures and site work as follows:

- Depths of various elements of foundation in relation to finish first floor datum.
- All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
- Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
- Field changes in dimensions and details.
- Changes made by A/E's written instructions or by Change Order.
- Details not on original Contract Drawings.
- Equipment, conduit, electrical panel locations.
- A/E schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

- Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
- Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

**48. Requests For Information (RFI)**

The Contractor shall submit in writing a Request for Information (RFI) to the A/E, with a copy to the City's Project Manager, where the Contractor believes that the specifications or drawings are unclear or conflict. All requests must be submitted in a manner that clearly identifies the drawing and/or specification section where clarification or interpretation is being requested

**49. City's Right To Terminate**

The City has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days Written Notice. Such Written Notice shall state the date upon which Contractor shall cease all Work under this Agreement and vacate the Project site. Upon termination of this Agreement, all charts, sketches, studies, drawings, reports and other documents, including electronic documents, related to Work authorized under this Agreement, whether finished or not, must be turned over to the City. The Contractor shall be paid for Work performed and accepted by the City, provided that said documentation is turned over to City within twenty (20) business days of termination.



Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the City.

**50. Termination for Default**

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default which is not cured within the Cure Period, in addition to all remedies available to it by law, the City may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Contractor while Contractor was in default shall be immediately returned to the City. The City may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved. Contractor understands and agrees that termination of this Agreement under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing Contractor shall be liable for all costs and expenses incurred by the City in the re-procurement of the Work under this Agreement. In the event of Default, the City may also issue a Notice to Cure and suspend or withhold payments to Contractor until such time as the actions giving rise to default have been cured.

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

- Contractor fails to obtain the insurance herein required.
- Contractor fails to comply with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement beyond the specified period allowed to cure such default.
- Contractor fails to commence the Work within the timeframes provided or contemplated herein, or fails to complete the Work in a timely manner as required by this Agreement.

The City shall provide Written Notice to Cure to Contractor as to a finding of default, and Contractor shall take all necessary action to Cure said default within such time as stipulated in the Written Notice. Such time to Cure shall be at the sole discretion of the City. The City may extend the Cure Period at its sole discretion or terminate the Agreement upon failure of the Contractor to cure such default in the specified timeframe.

**51. Contractor's Right To Terminate**

The Contractor 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 Contractor specifying the City's breach of its duties under this Agreement.

**52. Materiality And Waiver Of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Agreement.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



53. **Acceptance and Final Payment**

Upon receipt of written notice from Contractor that the Construction Work is ready for final inspection and acceptance, A/E shall, within ten (10) calendar days, make an inspection thereof. If A/E and City's Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment (Attachment E) shall be issued by City's Project Manager, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor shall deliver to City's Project Manager a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Sub-Contractors have been paid in full and that all other indebtedness connected with the Construction Work has been paid; the final corrected As-Built Drawings; the Record Set; and the final bill of materials, if required, and Application for Payment. Contractor shall deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the Final Certificate for Payment.

If, after the Construction Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and A/E so certifies, City shall, upon certificate of City's Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Agreement and identified by Contractor as unsettled at the time of the application for final payment.

54. **Resolution Of Contract Disputes**

Contractor understands and agrees that all disputes between it and the City based upon an alleged violation of the terms of this Agreement by the City shall be initially submitted to the Director for resolution. Upon receipt of the submittal from the Contractor, the Director shall render a decision within fourteen (14) calendar days. Where a mutually satisfactory resolution cannot be reached the Contractor may submit the dispute to the City Manager or his/her designee for resolution. Where a mutual resolution cannot be reached between the Contractor and the City Manager or designee, the Contractor, prior to being entitled to seek judicial relief shall comply with Article 53 of this Agreement, in connection therewith. Should the amount of compensation hereunder exceed \$500,000, the City Manager's decision shall be approved or disapproved by the City Commission. Contractor shall not be entitled to seek judicial relief unless:

- it has first received City Manager's written decision, approved by the City Commission if applicable, or
- a period of sixty (30) days has expired after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (75) days has expired where City Manager's decision is subject to City Commission approval; and
- mediation of the dispute, as stipulated in Article 47, has not resulted in a mutual resolution; or

- City has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the City Manager.

55. **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 Project, and/or following the completion of the Project, the parties to this Agreement agree all unresolved disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will share the costs of a certified Mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Sub-Contractors retained for the Work, 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.

56. **Substantial Completion, Punch List & Final Completion**

The Construction Work shall be substantially complete when the City's Project Manager, in the reasonable exercise of his/her discretion determines that the Construction Work is complete and there are no material and/or substantial variations from the Agreement and the Construction Work is fit for its intended purpose. Upon Substantial Completion, City's Project Manager and the Contractor shall sign the Substantial Completion Inspection Form. The signing of this form shall not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Construction Work is substantially complete, the Contractor shall request in writing that the A/E inspect the Construction Work to determine if Substantial Completion has been achieved. No request for Substantial Completion inspection is to be submitted until the Contractor has obtained a Certificate(s) of Occupancy, Certificate of Completion or Completion or a Temporary Certificate of Occupancy. The A/E shall schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form, (Attachment B), will be completed as necessary. Any remaining Construction Work shall be identified on this form and shall be known as Punch List work. The Punch List, (Attachment C), shall be signed by the A/E, the City's Project Manager, and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Construction Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List shall not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the City

Where the Punch List is limited to minor omissions and defects, the A/E shall indicate that the Construction Work is substantially complete subject to completion of the Punch List. Where the A/E determines, on the appropriate form that the Work is not substantially complete, the A/E shall provide a list of all open items necessary to achieve Substantial Completion. Upon completion of such Construction Work, the Contractor shall request another Substantial Completion inspection.



The A/E, the City's Project Manager, and the Contractor shall agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon the receipt of all documentation, resolution of any outstanding issues and issuance of final payment, the A/E shall notify the Contractor in writing of the closeout of the Project.

The City will prepare a Certificate of Substantial Completion in the form attached hereto as Attachment D which shall establish the Date of Substantial Completion. Once substantial completion is achieved the City shall be responsible for security, maintenance, heat, utilities, damage to the Project site, and insurance; and shall list all Construction Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**57. 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 Contractor's duties to indemnify the City under this Agreement where Contractor shall pay the City's reasonable attorney's fees.

**58. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee, or entity working for the Contractor rendering services to the City under this Agreement. This Agreement shall not constitute or make the parties a partnership or joint venture.

**59. Successors And Assigns**

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

The Contractor's services are unique in nature and any transference without City Commission approval shall be cause for the City to nullify this Agreement. Any assignment without the City's consent shall be null and void. The Contractor 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.



60. Third Party Beneficiaries

Neither Contractor nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

61. Joint Preparation- Interpretation

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

62. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and Contractor.

63. Severability

In the event the any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate this Agreement in its entirety. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

64. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated agreement between the City and the Contractor 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

ATTACHMENT B

CITY OF MIAMI

DEPARTMENT OF CAPITAL IMPROVEMENTS  
444 NW 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33130

SUBSTANTIAL COMPLETION INSPECTION

Date of Inspection:

Re-Inspection No.:

*Project Information*

Project No.:

Project Name:

Project Location:

Contractor's Name:

*Representation*

City of Miami \_\_\_\_\_

User Agency: \_\_\_\_\_

Contractor: \_\_\_\_\_

*Inspection*

Based on the request of the Contractor a substantial completion inspection was conducted, which resulted in the following:

- No punch list created. By signing below the City acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as the Notice of Final Completion. Project Close Out and final payment is subject to the submittal of all required documentation.
- The punch list items as stated on the punch list form are of a nature that will allow beneficial occupancy on the premises and the punch list is issued as a final punch list, subject to re-inspection by the City. By signing below the City acknowledges that the work has been performed in accordance with the contract and specification requirements. This form shall serve as a partial acceptance and notification of substantial completion. Final Acceptance shall be issued subsequent

to completion and re-inspection of the punch list items. Project Close Out and final payment is subject to the punch list re-inspection and the submittal of all required documentation.

- The punch list items listed are of a nature that precludes beneficial occupancy of the premises. Substantial completion is denied at this time. Items on the punch list must be completed and the Contractor must request another Substantial Completion Inspection,

The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List shall relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the City

All punch list items must be completed on or before the mutually agreed upon date of \_\_\_\_\_.

Contractor

City of Miami

Consultant

Accepted By:

Approved By:

Approved By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature





ATTACHMENT B

CITY OF MIAMI

DEPARTMENT OF CAPITAL IMPROVEMENTS  
444 NW 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33130

*PUNCH LIST*

Date of Substantial Completion Inspection:

Date of Punch List Inspection:

Project No.:

Project Name:

Project Location:

Contractor's Name:

City of Miami Representative: \_\_\_\_\_

Contractor's Representative: \_\_\_\_\_

Consultant's Representative: \_\_\_\_\_

The following is a list of items, within the scope of work, that require correction prior to;  a new substantial completion inspection or,  final completion. A detailed description for each item is provided below. Upon completion the City's Project Manager and the Consultant shall inspect the work performed and initial that each item has been completed and accepted. (Use additional pages as necessary.)

Description of Item	Project Manager's Acceptance	Date of Acceptance


Punch List developed and agreed to by:

Project Manager: \_\_\_\_\_

Contractor: \_\_\_\_\_

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





## ATTACHMENT D

### CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:  
(name, address)

CONSULTANT:

AGREEMENT NUMBER:

TO (City):

CONSTRUCTION MANAGER:

AGREEMENT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Agreement has been reviewed and found to be substantially complete and all documents required to be submitted by Construction Manager under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as \_\_\_\_\_

#### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Construction Work or portion thereof designated by City is the date certified by Consultant and/or Director when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by City. A Certificate of Occupancy/Completion must be issued for Substantial Completion to be achieved.

A list of items to be completed or corrected, prepared by Consultant and approved by City is attached hereto. The failure to include any items on such list does not alter the responsibility of Construction Manager to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

\_\_\_\_\_  
Consultant BY \_\_\_\_\_ Date \_\_\_\_\_

In accordance with Agreement, Contractor will complete or correct the work on the list of items attached hereto within \_\_\_\_\_ from the above Date of Substantial Completion.

\_\_\_\_\_  
Consultant BY \_\_\_\_\_ Date \_\_\_\_\_

City, through the Director, accepts the Work or portion thereof designated by City as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

City of Miami, Florida \_\_\_\_\_  
By Director Date \_\_\_\_\_

\_\_\_\_\_  
The responsibilities of City and Construction Manager for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:





IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

**"City"**

City Of Miami, a municipal corporation

ATTEST:

\_\_\_\_\_  
Priscilla A. Thompson, City Clerk

By: \_\_\_\_\_  
Pedro G. Hernandez, City Manager

**"Contractor"**

Larqcon Group, Inc.,  
a Florida corporation

ATTEST:

\_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Print Name:  
Title:

APPROVED AS TO FORM AND  
CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
Julie O. Bru  
City Attorney

\_\_\_\_\_  
LeeAnn Brehm, Risk Management Administrator

THE CITY REQUIRES FOUR (4) FULLY-EXECUTED AGREEMENTS, FOR DISTRIBUTION.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 5/26/09 DISTRICT: 2
NAME OF PROJECT: MARINE STADIUM MARINA BOAT RACK METAL ROOF DECK REPLACEMENT
INITIATING DEPARTMENT/DIVISION: Public Facilities
INITIATING CONTACT PERSON/CONTACT NUMBER: Daniel Newhoff (305) 579-6247
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: B-33514D

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [ ] NO If yes,
TOTAL DOLLAR AMOUNT: \$150,000 funds reallocated from Marine Stadium Marina Improvements

SOURCE OF FUNDS: Citywide Waterfront Improvements
ACCOUNT CODE(S): 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:

DESCRIPTION OF PROJECT: The project consists of replacement of the rusted/damaged metal roof deck for two boat racks.

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

Approved by Audit Committee? [X] YES [ ] NO [ ] N/A DATE APPROVED: 5/18/09
Approved by Bond Oversight Board? [ ] YES [ ] NO [ ] N/A DATE APPROVED: 5/26/09
Approved by Commission? [ ] YES [ ] NO [ ] N/A DATE APPROVED:
Revision(s) 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: Eileen Marcial Brotman DATE: 5/26/09
BOND OVERSIGHT BOARD

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



# PROJECT ANALYSIS FORM

## Capital Improvements & Transportation

CIP   
NON-CIP

Date Prepared:	13-May-2009
VERSION	ORIGINAL

PROGRAM 325-Public Facilities AREA 2-Recreation & Culture

PROJECT NAME: Marine Stadium Marina - Boat Rack Metal Roof Deck Replacement		PROJECT NO:	B-33514D
ADDRESS / LOCATION: 3601 Rickenbacker Causeway		DISTRICT:	2
PROJECT TEAM: Vertical		PROJECT CONTRACTED COST:	
CATEGORY: Marinas		PROJECT EST. COST: \$	150,000.00
CLIENT DEPT: 35-CCF-Conf. Conv. & Public Facil.		CURRENT FUNDS: \$	150,000.00
CLIENT CONTACT: Daniel Newhoff	TEL.: (305) 579-6247	FUTURE FUNDS:	
DESIGN MANAGER: Nelson Cuadras (CIP)	TEL.: 305-416-1254	FUND SHORTFALL:	
CONSTR. MANAGER: Nelson Cuadras (CIP)	TEL.: 305-416-1254	PROCUREMENT: JOC	
EST. DESIGN START: 05/10/09	EST. BID ADV.:	EST. CONSTRUCTION START:	06/10/09
EST. DESIGN END: 05/30/09	EST. AWARD DATE:	EST. CONSTRUCTION END:	09/10/09

PROJECT ESTIMATED AND ACTUAL COSTS	<b>PRODUCTION PHASE (3-DES)</b>		<b>% of Const</b>	<b>Estimated Design</b>	<b>% of Const.</b>	<b>Contracted Design</b>	
	Prime Consultant: 0000 To be Assigned	CODE					
	1 Outside Consult.-Prime Basic Des. Fee	1.01					
	2 CIP-Design Management	1.04	1.3%	\$ 1,820.00			
	3 Gen. Production Phase Conting.	1.01					
	4						
	<b>PRODUCTION TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>	
				<b>\$ 1,820.00</b>			
	<b>CONSTRUCTION PHASE (4-CON)</b>		<b>Estimated Construction by PM</b>	<b>Contracted Construction (Formal Bid, Informal Bid or JOC Method)</b>			
	Prime Contractor: 0000 To be Assigned	CODE					
1 Const. Cost (Prime Contractor)	2	93%	\$ 127,500.00				
2 Const. Contingency Allowance	2	7%	\$ 10,000.00				
3							
<b>CONSTRUCTION TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>		
			<b>\$ 137,500.00</b>				
<b>CONSTRUCTION ADMINISTRATION (8-CEO)</b>		<b>Estimated CEO</b>	<b>Contracted CEO</b>				
	CODE						
1 Const. Engr. Obs. (CEO) Consult.	3.01						
2 Const. Mgnt by CIP Const. Mgr	3.04	2.9%	\$ 4,000.00				
3 Const. Insp. by CIP Inspector	3.02						
4 JOC Admin.-The Gordian Group	3.03	2.0%	\$ 2,680.00				
5							
<b>CONSTRUCTION ADMINISTRATION TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>		
			<b>\$ 6,680.00</b>				
<b>ADMINISTRATIVE EXPENSES (6-ADM)</b>		<b>Estimated ADMIN</b>	<b>Contracted ADMIN</b>				
	CODE						
1 CIP Dept. (Gen. Admin. Fees)	4	2.9%	\$ 4,000.00				
2							
<b>ADMINISTRATIVE EXPENSES TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>		
			<b>\$ 4,000.00</b>				
<b>ADDITIONAL PROJECT TASKS</b>		<b>Estimated TASKS</b>	<b>Contracted TASKS</b>				
	CODE						
1							
<b>ADDITIONAL PROJECT TASKS TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>		
<b>B-33514D PROJECT GRAND TOTAL</b>			<b>Estimated</b>		<b>Contracted</b>		
			<b>\$ 150,000.00</b>				



<b>PROJECT SCOPE</b>	Replacement of the rusted/damaged metal roof deck for 2 boat racks					
	Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5


<b>Notes</b>	
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<b>FUND SOURCES</b>	<b>AWARD NAME AND NUMBER</b>	<u>AVAILABLE</u>	<u>FUTURE</u>
	1060 385200-1 2002 Homeland Defense Bonds (Series 1)	\$ 150,000.00	
	<b>B-33514D FUND GRAND TOTAL</b>	<u>ACTUAL</u> \$ 150,000.00	<u>PROJECTED</u>

<b>VALIDATION</b>	Initiated by: <u>Nelson Cuadras</u>	<u><i>Nelson Cuadras</i></u>	Date: <u>5-13-09</u>
	Project Manager	Signature	
	Approved by: <u>N/A</u>		Date: _____
	Senior Project Manager	Signature	
	Reviewed by: <u>David Mendez</u>		Date: _____
	Assistant Director: Capital Improvements	Signature	
	Reviewed by: <u>Yvette Smith</u>		Date: _____
CIP Budget Administrator	Signature		
Verified by: <u>Edwige De Crumpe</u> <u>5/13/09</u>	Initials <u>ED</u>	Signature	
Program Controls Staff	Signature		
Accepted by: <u>Ola Aluko</u>		Date: _____	
Director: Capital Improvements	Signature		
Approved by: <u>Daniel Newhoff</u>		Date: _____	
Assistant Director	Signature		
<b>ORIGINAL TO: Melanie Whitaker / 8th Floor</b>			Initials _____

<b>Notes</b>	<p>Receipt of PAF by Danette Perez - CIP Public Relations Coordinator</p> <p><b><u>Project MUST be Presented to the Bond Oversight Board</u></b>                      Date Received / Signature or Initials</p>
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**Executed PAF MUST be electronically distributed to the following individuals:**  
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.

April 21, 2009	Proposal Review - CSI Job Order Construction Services	
300.BTBD.00	Miami Marine Station Marina - Roof Repair	

**Re:** Job Order #: 300.BTBD.00  
 Title: Miami Marine Station Marina - Roof Repair  
 Contractor: GEC Associates, Inc.  
 Review: Marine Stadium Marina Roof Replacement - 4/13/2009 10:09:22AM  
 Proposal Value: 127,500.00

Sect.	Item	Mod.	UOM	Description	Line Total
<b>Section 01</b>					\$127,500.00
7	01000	0002	EA	Single line item proposal	
				<i>Non-Prepriced Task</i>	
				Installation	
				Quantity	
				Unit Price	
				Factor	
				Total	
				127,500.00 x 1.00 x 1.0000 =	\$127,500.00
<p>Remove existing metal deck and purlins at the two covered boat racks and replace with new galvanized bar joist or z purlins and metal deck as per engineering included in our proposal. This proposal includes repairing one existing bent I beam and the rusted bolts below the existing purlins. This proposal is based on new galvanized members and includes engineering and replacement for the members above the existing z purlings. Only work and engineering below the existing purlings under this proposal will be limited to the repairing of the existing beam and replacement of the rusted bolts. Existing metal deck is not water tight and therefore this proposal includes replacement for a similar system. Proposal is based on the city relocating all the boats out of the boat racks while repairs are under way.</p> <p>Note: If water tight is a requirement then an additional alternate price will be required to install 5/8 plywood sheathing and painted glvanized standing seam roofing above metal deck to make it water tight. The additional proposed cost will be \$ 97,500.00.</p>					
<b>Subtotal for 01</b>					<b>\$127,500.00</b>
<b>Proposal Review Total</b>					<b>\$127,500.00</b>

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





MARINE STADIUM MARINA BOAT RACK METAL ROOF DECK REPLACEMENT



## Lopez, Marcia

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**From:** Perez, Danette  
**Sent:** Tuesday, May 05, 2009 2:15 PM  
**To:** Newhoff, Daniel; Smith, Yvette  
**Cc:** Free, Thelma; Bogner, Stephen; Cuadras, Nelson; Lopez, Marcia; Jaramillo, Wendy  
**Subject:** RE: CIP Transfer Request - B 33514

**Categories:** May 2009

We will let you know the date of the Audit Subcommittee as soon as its scheduled.

Thanks,  
Danette Perez, Public Relations Coordinator  
*"Building Better Neighborhoods"*  
City of Miami - Capital Improvements Program  
444 SW 2 Avenue - 8th Floor  
Miami, Florida 33130  
Ph: (305) 416-1286  
Fax: (305) 400-5042  
Email: [daperez@miamigov.com](mailto:daperez@miamigov.com)  
Website: [www.miamigov.com/capitalprojects](http://www.miamigov.com/capitalprojects)



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**From:** Newhoff, Daniel  
**Sent:** Tuesday, May 05, 2009 12:15 PM  
**To:** Perez, Danette; Smith, Yvette  
**Cc:** Free, Thelma; Bogner, Stephen; Cuadras, Nelson; Lopez, Marcia; Jaramillo, Wendy  
**Subject:** RE: CIP Transfer Request - B 33514

Yes, let's please schedule. Stephen and I will provide the pictures and update the PP slide prior to the meeting.

Thank you

-Dan

---

**From:** Perez, Danette  
**Sent:** Tuesday, May 05, 2009 12:01 PM  
**To:** Newhoff, Daniel; Smith, Yvette  
**Cc:** Free, Thelma; Bogner, Stephen; Cuadras, Nelson; Lopez, Marcia; Jaramillo, Wendy  
**Subject:** RE: CIP Transfer Request - B 33514

If these are Homeland Defense Neighborhood Improvement dollars, then yes, this project should be presented to the BOB this month. Our BOB Meeting is scheduled for May 26, 2009 and the BOB Audit Subcommittee Meeting will be scheduled the week prior - May 18<sup>th</sup>.

Please let us know.

Thanks,  
Danette Perez, Public Relations Coordinator  
*"Building Better Neighborhoods"*  
City of Miami - Capital Improvements Program  
444 SW 2 Avenue - 8th Floor

Miami, Florida 33130  
Ph: (305) 416-1286  
Fax: (305) 400-5042  
Email: [daperez@miamigov.com](mailto:daperez@miamigov.com)  
Website: [www.miamigov.com/capitalprojects](http://www.miamigov.com/capitalprojects)



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**From:** Newhoff, Daniel  
**Sent:** Monday, May 04, 2009 10:53 AM  
**To:** Smith, Yvette; Perez, Danette  
**Cc:** Free, Thelma; Bogner, Stephen; Cuadras, Nelson  
**Subject:** RE: CIP Transfer Request - B 33514

Yvette,

Per our conversation, we'll just move the whole 150K from B33514 (Award 1060) to a new B# 33514D (Rack A - Cover Replacement).

Danette, does this require BOB approval?

Thank you both,

-Dan

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**From:** Newhoff, Daniel  
**Sent:** Wednesday, April 29, 2009 9:35 AM  
**To:** Smith, Yvette; Perez, Danette  
**Cc:** Free, Thelma; Bogner, Stephen; Cuadras, Nelson  
**Subject:** CIP Transfer Request - B 33514

Yvette,

In order to expedite the "Rack A Cover Replacement Project" at Marine Stadium Marina, I'd like to transfer \$130,340 from B 33514 (New Rack Addition – award 1060), to B 33514A (Marine Stadium Marina Rack A Cover Replacement) . B33514 was initially created and approved for the installation of a new 87 vessel rack at MSM. We've held off from moving forward with the project until the Virginia Key Master Plan nears completion this summer. (we don't want to build it and move it right away) At this point, there is an urgent need to expedite the replacement of the existing Rack A roof that services 67 vessels. The cost of the new roof has dramatically risen to \$150,000 (Nelson's quote) because of the need to bring the work into compliance with current code. The existing roof is 20+ yrs old and has reached its useful life expectancy. Rust flakes have been dropping onto customer vessels causing damage, so we now have a sense of urgency to complete this project quickly. Our customers pay a premium at Marine Stadium Marina for covered storage and the new roof is needed to maintain the current revenue stream.

Danette, does this request need to go to BOB prior to processing?

Thank you

Daniel Newhoff  
Asst. Director  
Dept. of Public Facilities  
305 -416-5962  
[Dnewhoff@miamigov.com](mailto:Dnewhoff@miamigov.com)



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 7/26/05 DISTRICT: 2  
NAME OF PROJECT: MARINE STADIUM MARINA IMPROVEMENTS  
INITIATING DEPARTMENT/DIVISION: Public Facilities  
INITIATING CONTACT PERSON/CONTACT NUMBER: Roger Hatton (305) 416-1261  
C.I.P. DEPARTMENT CONTACT: Jose A Briz (305) 416-1209  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 326015  
ADDITIONAL PROJECT NUMBER: B-33514  
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
(TOTAL DOLLAR AMOUNT: \$146,500 (10 Million Bond Authorization, 1<sup>st</sup> Series Allocation-\$1.7 Million +  
swaps per ordinance \$1,622,000, estimated balance \$0)  
SOURCE OF FUNDS: 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: \_\_\_\_\_  
DESCRIPTION OF PROJECT: Project scope includes in-house design: One row of 14 double wide bays @22.5  
feet per center to center that is three (3) levels high with horizontal adjustable timber support clamp.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 7/19/05  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 7/26/05  
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: Robert D. Flork DATE: 7/26/05  
BOND OVERSIGHT BOARD





# PROJECT ANALYSIS FORM

Department of Capital Improvements  
City of Miami

Date Prepared:	1/27/2005
Revised Date:	7/20/2005
Revised Date:	
Revised Date:	

PROJECT NAME: Marine Stadium Marina Improvements		
ADDRESS / LOCATION: 3600 Rickenbacker Causeway	PROJECT No.:	B-33514
NET OFFICE:	DISTRICT:	D2
CLIENT DEPT: CONVENTION/FACILITY	EST. PROJECT COST:	\$146,500
CLIENT CONTACT: STEVE BOGNER TEL.: (305) 796-5150	ALLOCATED FUNDS:	\$146,500
PROJECT MANAGER: Jose A. Briz TEL.: (305) 416-1209	PROCUREMENT:	JOC
CONSTR. MANAGER:	TEL.:	PROJECT TEAM: Facilities
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 3/31/2005	EST. BID ADV.:	EST. CONSTRUCTION START: 8/31/2005
EST. DESIGN END: 5/31/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 12/31/2005

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant	Prime Consultant: _____	
1	Basic Fees:	0.0%	\$0
2	Additional Services:	0.0%	\$0
SUB-TOTAL:			\$0
B.	Design Svcs. - CIP		
1	In-house Basic Design Fee:	3.6%	\$4,155
2	In-house Additional Design Services:	0.0%	\$0
SUB-TOTAL:			\$4,155
C.	Production Management Services		
1	Prod. Mgmt. of Outside Consultant by CIP:	0.0%	\$0
2	Prod. Mgmt. of Outside Consultant by Industry Partner:	0.0%	\$0
SUB-TOTAL:			\$0
D.	Miscellaneous Services		
1	Survey: Vendor:		
2	Re-plat: Vendor:		
3	Geotechnical Testing: Vendor:		
4	Utility Locations (Soft Digs): Vendor:		
5	Asbestos Survey: Vendor:		
6	Energy / HVAC Calculations: Vendor:		
7	Phase I Environmental: Vendor:		
8	Phase II Environmental: Vendor:		
9	Structural Testing: Vendor:		
10	Archeological Survey: Vendor:		
11	Other: Vendor:		
SUB-TOTAL:			\$0
E.	Special Fees / Assessments:		
1	DERM (Plans review, environmental permits, etc.): Fee Waiver <input checked="" type="checkbox"/>		
2	Miami-Dade County Water and Sewer Department (Plan review)		
3	Florida Department of Environmental Protection (Permits):		
4	FDOT (Plans review, inspections, etc.):		
5	South Florida Water Management District (Permits):		
6	U.S. Army Corps of Engineers (Plans review, permits):		
7	HRS (Plans review, inspections, etc.):		
8	Other:		
SUB-TOTAL:			\$0
PRODUCTION PHASE TOTAL:			\$4,155
<b>CONSTRUCTION PHASE</b>			
F.	Construction:	JOC Contractor: _____	
1	Construction Estimate:		\$114,338
2	Contingency Allowance:	10.0%	\$11,433
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
SUB-TOTAL:			\$125,766

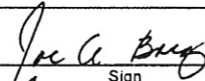
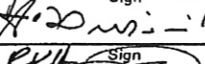

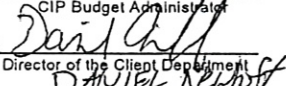
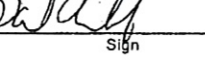
PROJECT COST ESTIMATE

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: _____ Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees: _____	
	3	Miami-Dade County Archeological Monitoring: _____	
	4	Other: _____	
	SUB-TOTAL:		\$0
	CONSTRUCTION PHASE TOTAL:		\$125,766
	<b>CONSTRUCTION ADMINISTRATION</b>		
	H	Construction Inspection Services - CIP:	0.0% \$0
	I	Construction Mgmt. - Industry Partner:	0.0% \$0
	J	Construction Engineering Observer (CEO) - Industry Partner	10.0% \$11,433
	K	JOC Administration	1.5% \$1,715
	CONSTRUCTION ADMINISTRATION TOTAL:		\$13,148
	<b>ADMINISTRATIVE EXPENSES</b>		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0% \$3,430
M	Industry Partner Program Mgmt. Support:	0.0% \$0	
ADMINISTRATIVE EXPENSES TOTAL:		\$3,430	
<b>LAND ACQUISITION EXPENSES</b>			
N	Land Cost: _____		
O	Transaction Costs: _____	0.0% \$0	
LAND ACQUISITION TOTAL:		\$0	
<b>GRAND TOTAL - ESTIMATED PROJECT COST:</b>		<b>\$146,500</b>	

PROJECT SCOPE	In-house design: One row of 14 double wide bays @ 22.5 feet per center to center that is three (3) level high with horizontal adjustable timber support clamp.
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NOTES	As Of 07/20/2005, elimination of Industry Partners Fees for Line Items C-2, I & M from Project budget, equals a savings of \$1,273.
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FUND SOURCES	Fund: Homeland Defense Series I	CIP # 326015	Fiscal Year Available	Amount: \$146,500
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
	TOTAL ALLOCATED AMOUNT:			

VALIDATION	Project Manager: Jose Briz		Date: 7/21/05
	Sr. Project Manager: Juan Ordonez		Date: 7/21/05
	Reviewed by: Pilar Saenz CIP Budget Administrator		Date: 7-21-05
	Accepted by:  Director of the Client Department		Date: 7/21/05



### 27. Dinner Key Dredging

TOTAL DOLLAR AMOUNT: \$278,100 (10 Million Bond Authorization, 1<sup>st</sup> Series Allocation-\$1.7 Million + swaps per ordinance \$1,622,000, estimated balance \$0)  
SOURCE OF FUNDS: \$278,100-Citywide Waterfront Improvements  
DESCRIPTION OF PROJECT: Project includes Design Engineer: Coastal System International – P.O. cut for design; Design anticipate completion Mid-August/End of August. Current design process of conducting Marina Hydrographic Survey and Base Map Survey. This survey will determine the quantity and priority area of segment location. Base Area: North to the Pier 1 fairway, east to the spoil islands, and south to the north edge of the mooring field. All engineering & permitting services req. for dredging.

HD/NIB MOTION 05-95

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE DINNER KEY DREDGING.

MOVED: M. Reyes  
SECONDED: A. Sumner  
ABSENT: E. Broton, L. Cabrera, R. Cayard, L. De Rosa, D. Marko, J. Reyes

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

### 28. Marine Stadium Marina Improvements

TOTAL DOLLAR AMOUNT: \$146,500 (10 Million Bond Authorization, 1<sup>st</sup> Series Allocation-\$1.7 Million + swaps per ordinance \$1,622,000, estimated balance \$0)  
SOURCE OF FUNDS: Citywide Waterfront Improvements  
DESCRIPTION OF PROJECT: Project scope includes in-house design: One row of 14 double wide bays @22.5 feet per center to center that is three (3) levels high with horizontal adjustable timber support clamp.

HD/NIB MOTION 05-96

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE MARINE STADIUM MARINA IMPROVEMENTS.

MOVED: M. Reyes  
SECONDED: A. Sumner  
ABSENT: E. Broton, L. Cabrera, R. Cayard, L. De Rosa, D. Marko, J. Reyes

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



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.

- Additional Funding for Dinner Key Dredging

**NAME OF PROJECT:** Additional Funding for Dinner Key Dredging  
**TOTAL DOLLAR AMOUNT:** \$2,300,000 (\$1,631,900 is Homeland Defense; \$278,000 was previously approved) and \$390,000 is FIND Waterways Assistance Program Funds.  
**SOURCE OF FUNDS:** Citywide Waterfront Improvements and FIND Waterways Assistance Program Funds  
**DESCRIPTION OF PROJECT:** This project consists of the engineering and implementation of dredging approximately 10,000 C.Y. for the main approach channel at the north end of the Marina. Also, the project includes the mitigation plan to place approximately 1,100 C.Y. of riprap as part of the DERM requirement.

HD/NIB MOTION 08-24

A MOTION TO FUND THE ADDITIONAL FUNDING FOR DINNER KEY DREDGING.

MOVED: R. Aedo  
 SECONDED: L. Cabrera  
 ABSENT: M. Cruz, R. Lambert, G. Reshefsky, J. Reyes, J. Solares, H. Willis

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

- Fire Station No. 13

**NAME OF PROJECT:** Fire Station # 13  
**TOTAL DOLLAR AMOUNT:** \$5,325,750 (\$5,077,992 is Homeland Defense and \$247,758 is Impact Fees)  
**SOURCE OF FUNDS:** Neighborhood Fire Stations and Impact Fees  
**DESCRIPTION OF PROJECT:** This project consists of the design and construction of a new fire station facility of approximately 11,800 S.F. The building will be located at 990 NE 79th Street, and it will be one story and two bay apparatus fire rescue facilities. The facility shall include all typical fire station amenities for fire rescue personnel. The project shall include site development such as parking spaces as per Zoning requirements, landscaping, water main improvements, and street signalization.

HD/NIB MOTION 08-25

A MOTION TO FUND THE FIRE STATION #13 PROJECT.

MOVED: K. Apfel  
 SECONDED: L. Cabrera  
 ABSENT: M. Cruz, R. Lambert, G. Reshefsky, J. Reyes, J. Solares, H. Willis

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

**IV. UPDATES:**

1. Marine Stadium Marina Improvements

Eileen Broton reported that the project is an in-house design of piles for steel racks to hold boats. These are storage racks and will increase up to 87 vessels. This is a revenue producer for the City.

2. Marine Stadium Marina Above – Ground Fuel Tank/Dispenser Installation

Eileen Broton reported that the project is fully completed and it came in under budget.

## 2. City Hall Emergency Chattahoochee Removal

<p><b>NAME OF PROJECT:</b> <u>CITY HALL EMERGENCY CHATTAHOOCHEE REMOVAL</u> <b>TOTAL DOLLAR AMOUNT:</b> <u>\$1,968.00</u> <b>SOURCE OF FUNDS:</b> <u>Historic Preservation Initiatives</u> <b>ACCOUNT CODE(S):</b> <u>CIP # 327001</u> <b>DESCRIPTION OF PROJECT:</b> <u>The project consists of the removal of existing Chattahoochee stone covering at the rear steps entrance at City Hall to prevent slippage by the voters entering to vote.</u></p>
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HD/NIB MOTION 09-02

A MOTION TO FUND THE CITY HALL EMERGENCY CHATTAHOOCHEE REMOVAL.

MOVED: M. Cruz  
SECONDED: L. Cabrera  
ABSENT: H. Arza, L. Cabrera, K. Apfel, C. Matos, J. Reyes

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

## 3. Additional Funding for Dinner Key Mooring Field

<p><b>NAME OF PROJECT:</b> <u>ADDITIONAL FUNDING FOR DINNER KEY MOORING FIELD</u> <b>DOLLAR AMOUNT:</b> <u>\$1,773,581 (\$185,800 is Homeland Defense Funds; \$538,036 Previously Approved)</u> <b>SOURCE OF FUNDS:</b> <u>Citywide Waterfront Improvements, FIND Waterways Assistance Program and Sunshine State Financing Commission</u> <b>DESCRIPTION OF PROJECT:</b> <u>The project consists of design, engineering and surveying of the Dinner Key Marina Anchorage project. Installation of anchors and the construction of the upland. (See attached memo for details).</u></p>
---

ITEM WITHDRAWN FROM AGENDA; CURRENTLY UNDER CONE OF SILENCE.

### IV. UPDATES:

#### 1. Marine Stadium Marina Improvements

Eileen Broton reported that the project will add an additional 53 racks to the marina for boat storage. An engineering firm has been assigned to design and provide the construction documents. The project is part of the Virginia Key Master Plan. The exact location for where the racks will be placed is still being decided and that seems to be why there's a slight delay. The exact location will drive the design and the construction. The time line for this project is June 2009 for completion.





DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

**COMPLETED**

1. DATE: 7/24/07 DISTRICT: 2  
NAME OF PROJECT: SAUNDER'S PLOT REPAIRS AT CITY'S CEMETERY  
INITIATING DEPARTMENT/DIVISION: Parks & Recreation Department  
INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco (305)416-1240  
C.I.P. DEPARTMENT CONTACT: Ola O Aluko (305) 416-1280  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: B-39910

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$23,767 (\$20,000 is from District 2 Quality of Life Improvements & \$3,767 is from Bay Front Park Trust Fund)  
SOURCE OF FUNDS: District 2 Quality of Life Improvements & Bay Front Park Trust Fund.

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: This project scope includes the demolition and removal of all four arched beams. Erect 16'x8" grade beams connecting all columns and provide new arch beams. Hand excavates all footing and grade beams in order not to disturb any underground graves. Level and straighten all columns prior to erecting beams, provide barricades, debris removal, stucco patching, paint, and sod area damaged by construction.

ADA Compliant?  YES  NO  N/A  
Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 7/18/07  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 7/24/07  
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: 7/24/07  
BOND OVERSIGHT BOARD

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

JULY 2007 DEPARTMENT OF PARKS AND RECREATION PROPOSED PROJECT FUNDING

<u>PARK</u>	<u>PROJECT</u>	<u>B-No.</u>	<u>\$ REQ.</u>	<u>BUDGET</u>	<u>ORIG. SCOPE</u>	<u>INITIATED BY</u>
Blanche Park 3045 Shipping Ave	New fence for dog park area	39910A	\$12,000	(Com. Sarnoff's Quality of Life Funds)		Marc Sarnoff
City Cemetery 1800 NE 2 <sup>nd</sup> Ave	Saunder's Plot Repairs/new Construction	39910B	\$20,000	(Com. Sarnoff's Quality of Life Funds)		Marc Sarnoff

**Total Requested from Bond Funds: \$32,000**









**City of Miami**  
**Purchase Order**  
 Department of Purchasing  
 P.O. Box 330708 Miami, Florida 33233-0708  
 (305) 416-1900/1922 FAX (305) 416-1925

**PURCHASE ORDER/RELEASE NUMBER**  
**902231**

Change Number **0**  
 Change Date

Show this number on all packages, invoices, and shipping papers.

Page No. **1** of **2** Order Date **12/10/2008** Bid/Contract Number

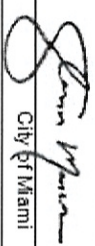
Buyer:  
 Lourdes Rodriguez

Supplier	Supplier No.	Telephone No.
Tropex Construction Services Inc	2972	305-234-8355
14395 SW 139 Ct		
Suite 102		
Miami, FL 33186		
Customer Account Number		

Ship To	City of Miami - Parks - Operation
	1950 NW 12th Ave
	Miami, FL 33136
Bill To	City of Miami - Finance - General Accounting
	444 SW 2nd Ave, 6th Floor
	Miami, FL 33130

Effective Start Date	Effective End Date	Total Agreement Limit

Line	Commodity Code	Description/Delivery Date	Qty	Unit	Unit Price	Extended Price
1	91200-00	Refer to PO 80009 now closed and 901725. This PO is being issued for payment purposes only.	1	Dollar	7,897.64	7,897.64
		<b>Total Amount:</b>				<b>7,897.64</b>
<p>Tropex has agreed to complete the project by no later than January 16, 2009. Further, Tropex will be responsible to extend open Permit No. 085013690, so that it does not expire on January 3, 2009, at no additional cost to the City of Miami.</p> <p>Failure to complete the work by the stipulated timeframe, pursuant to Section 18-107, (b)(4), Debarment and suspension, will result in the Contractor being suspended from performing any further work for the City.</p>						

FOB:	Requisition Number:	Vendor Instructions
Destination	33814	1. Florida Tax Exempt ID: 85-8012740125C-1
Ship Via:	Department:	2. Invoices: Direct Invoices in Duplicate to the address shown above.
	296001 - Parks - Operation	3. Terms and conditions set forth in our Bid or Quotation and on the reverse side hereof are incorporated herein by reference become part of this order
Payment Terms:	Contact Person:	 City of Miami
Net 30	De Cardenas, Maria X	
	Telephone Number:	12/10/2008
	(305) 960-3004	Date Approved
C	FN/PC 506 Rev. 12/05	



BY ACCEPTING THIS ORDER, VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. ACCEPTANCE OF PURCHASE ORDER: A Purchase Order is given for immediate acceptance by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document.
2. ENTIRE AGREEMENT: All specifications, drawings, and data submitted to the VENDOR with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties. No change in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the CITY of Miami Purchasing Department. Any additional or different terms and conditions proposed by VENDOR are objected to and hereby rejected unless specifically agreed to by the CITY.
3. INDEMNIFICATION: The VENDOR hereby agrees to indemnify, save, and hold harmless the CITY from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of the Agreement by the VENDOR, its agents or employees, or due to any act or occurrence of omission or commission of the VENDOR, its agents employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence or breach of contract.
4. MODIFICATION: The CITY may by written Order, make changes in the specifications if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in the VENDORS costs or in time required for performance of the Contract: (a) the VENDOR shall promptly notify the CITY and assert its claim for adjustment and an equitable adjustment shall be made by the CITY and the Contract modified accordingly. Nothing in this clause shall excuse the VENDOR from performing.
5. DEFAULT: Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the CITY reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by VENDOR, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the VENDOR with any and all losses incurred.
6. TRANSPORTATION CHARGES: Transportation expenses for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the CITY'S written consent will not be accepted and will, at VENDOR'S risk and expense be returned to VENDOR. No charges will be allowed by the CITY for transportation, packing, cartage or containers unless otherwise authorized in the Purchase Order.
7. UNAVOIDABLE DELAY: If the VENDOR is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, VENDOR must immediately upon receiving knowledge of such delay, give written notice to the CITY and request an extension of time. The CITY shall examine the request and determine if the VENDOR is entitled to an extension.
8. QUANTITY: Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at VENDOR'S risk and expense.
9. INSPECTION: Materials or equipment purchased are subject to inspection and approval at the CITY'S destination. The CITY reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of VENDOR'S warranty (expressed or implied). Rejected materials or equipment shall be removed by, or at the expense of, the VENDOR promptly after rejection.
10. WARRANTIES: The VENDOR warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, VENDOR warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. The CITY may return any nonconforming or defective items to the VENDOR or require correction or replacement of the item at the time the defect is discovered, all at the VENDOR'S risk and expense. Acceptance shall not relieve the VENDOR of its responsibility.
11. REGULATORY COMPLIANCE: VENDOR represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of Federal, State and local laws, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. VENDOR shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statutes, Chapter 442.
12. ROYALTIES AND PATENTS: VENDOR shall pay all royalties and license fees. VENDOR shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall save the CITY harmless from loss on account thereof.
13. PAYMENT: Payments will be made in accordance with the terms on the face of this order, or the VENDOR'S invoice, whichever are more favorable to the CITY and payment date therefor shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.
14. IDENTIFICATION: Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order, otherwise payment of VENDOR'S account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.
15. TERMINATION: CITY may, at any time, terminate this order in whole or in part by written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of Buyer, the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the VENDOR'S breach of any condition hereof, including breach warranty, or by VENDOR'S delay, except due to circumstances beyond the VENDORS control and without VENDORS fault or negligence, VENDOR shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against VENDOR all remedies provided by law and equity.
16. TAXES: CITY of Miami is exempt from State and local taxes. Exemption number is printed on the reverse side hereof. This Order shall serve as the exemption certificate.
17. LAW GOVERNING: This contract shall be governed by and construed according to the laws of the State of Florida.
18. ASSIGNMENT: Any assignment of this Purchase Order, including any performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by CITY in writing and CITY shall have no obligations to any assignee of VENDOR under any assignment not consented to in writing by THE CITY.
19. TERMS: The order total shall be paid by the CITY upon receipt of invoice from VENDOR which shall be subject to verification as to quantities and quality of goods delivered or services performed.
20. TAX: VENDOR doing business with the CITY shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any VENDOR be authorized to use the CITY Tax Exemption Number in acquiring such materials.
21. LOCAL RESOURCES: VENDOR shall give first priority to utilizing resources in the disaster area, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workmen.
22. PAYMENT CHANGES: Payments will only be made to the company and address as set forth on Purchase Order unless the VENDOR has requested a change thereto on official company letterhead, signed by an authorized officer of the company.
23. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the VENDOR and CITY for any terms and conditions not specifically stated in this Purchase Order.
24. INSURANCE: In the event that insurance is required by the CITY in connection with this Purchase Order, VENDOR shall provide an Insurance Certificate, in a form acceptable to the CITY, naming the CITY as an additional insured, as proof of compliance therewith which said certificate shall constitute part of this Purchase Order.
25. BONDING: The CITY reserves the right to require the VENDOR to post a performance and payment bond in the amount of One Hundred percent (100%) of the Purchase Order total, upon award or at such time deemed necessary by CITY.

# TROP EX

CONSTRUCTION SERVICES INC.

14395 SW 139th Court, Suite 102, Miami, FL 33186

Office: (305) 234-8355 Fax: (305) 675-0342

Email: tropex@tropexcon.com

State Certified General Contractor CGC# 1504111

## Invoice

DATE	INVOICE #
3/5/2009	2110

BILL TO
City of Miami Purchasing Department Attn: Ramon Berges, CPPB 444 SW 2nd Ave, 6th Floor Miami, FL 33130

P.O. NO.	DUE DATE	VENDOR #
902231	3/5/2009	38939

DESCRIPTION	AMOUNT
City Cemetery Monument	7,897.64
<b>Total</b>	<b>\$7,897.64</b>

Please take into account if this invoice is covered under the State's Prompt Payment Act (S. 218.71) or any other requirement governing the timely payment of this invoice.





# CITY OF MIAMI PERMIT INSPECTION RECORDS

PERMIT: B 08-5013690 FOLIO: 01-3136-000-0030 / 0000  
 PIN: 9169 ADDRESS: 1800 NE 2 AV  
 APPLICANT: TROPEX CONSTRUCTION SERVICES  
 JOB: 0603 MISC.BLDG. COMMERCIAL  
 MISCELLANEOUS BUILDING  
 PURPOSE: CEMETERY STATUE(MONUMENT)  
 CONTRACTOR: TROPEX CONSTRUCTION SERVICES  
 OTHER PERMITS REQUIRED:

2 ST & NE 19 CT  
 ISSUED: 07/07/2008  
 PLAN: 08-0011509

TOTAL FEET: 60 S  
 EST COST: 1,800

MASTER BAGG: 08-5013690

CERTIFICATES:

PROPOSED USE: 000 OCC: FIRE ZONE: 1A

NET: 04 WYNWOOD/EDGEWATER

## INSPECTION DIVISION

- E - ELECTRICAL
- M - MECHANICAL
- P - PLUMBING
- S - STRUCTURAL
- Z - ZONING / CODE ENFORCEMENT
- SW - SOLID WASTE
- PL - PLANNING
- PW - PUBLIC WORKS
- F - FIRE
- L - LANDSCAPE
- SG - SIGN

INSPECTIONS:

INSP	INSP	DIV	CODE	TYPE	REQ	SEQ	APPROVAL	INSPECTOR	DATE	COMMENTS
B	001	JAVIER MEZAL	305 416 1116	INSP	YES	1	OK	JLF	3.5.09	
B	005			INSP	OPT					FIELD CHECK
E	001			INSP	OPT					FINAL
F	001			INSP	OPT					FINAL
MA	001			INSP	OPT					FINAL
B	003			INSP	OPT					TEMP C.O.
B	008			INSP	OPT					CHIEF INSP.
B	009			INSP	OPT					CHIEF INSP.EXT.
E	003			INSP	OPT					TEMP C.O.
E	008			INSP	OPT					CHIEF INSP.
E	009			INSP	OPT					CHIEF INSP.EXT.
F	003			INSP	OPT					TEMP C.O.
F	008			INSP	OPT					CHIEF INSP.
F	009			INSP	OPT					CHIEF INSP.EXT.
B	969			CRRT	OPT					CANCELLATION

City of Miami

# BUILDING PERMIT

THIS CARD MUST BE PROMINENTLY DISPLAYED ON JOB SITE

FOR INSPECTION SERVICE: CALL 416-1100 FROM 8 A.M. TO 5 P.M.

Structural Inspections .....	416-1165
Electrical Inspections .....	416-1123
Mechanical Inspections.....	416-1135
Plumbing Inspections.....	416-1154
Zoning Inspections.....	(See Code Enforcement Offices)
Fire Inspections.....	416-1600
Public Works Inspections.....	416-1200

**Code Enforcement Division**  
**City of Miami**  
**444 S.W. 2<sup>nd</sup> Avenue, 7<sup>th</sup> Floor**  
**Miami, Florida 33130**

**Code Enforcement Offices**

North Office	1402 N.W. 36 Street .....	305-329-4820
Central Office	1402 N.W. 36 Street.....	305-329-4800
South Office	1300 S.W. 12 <sup>th</sup> Avenue .....	305-329-4770

**INSPECTIONS WILL BE MADE ON THE FOLLOWING WORK DAY WHERE POSSIBLE**

The Permit Holder or his agent shall notify the Building, Fire and Public Works Departments, and NET Offices and receive inspection approval before proceeding beyond the required inspection stages.

**OTHER INSPECTIONS:** To be made as the owner or contractor or building official reasonably request.

**FINAL INSPECTION:** To be made after the work is completed and the structure is ready for occupancy. Submit a list of subcontractors.

**SPECIAL INSPECTION:** To be made of all mechanical installations, signs, and awnings immediately upon completion and at such intervals during the progress of the work as the building official or the code may require.

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## NOTICE

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**MECHANIC'S LIEN LAW:** Failure to comply with the mechanic's lien law can result in the property owner paying twice for building improvement.

This building must be final-inspected and a Certificate of Occupancy issued before it is occupied. **THIS PERMIT DOES NOT COVER INSTALLATION OF ELECTRICAL, PLUMBING, ROOFING, BOILER, ELEVATOR, OR MECHANICAL WORK.** Separate permits must be secured from the proper divisions before any work involving these installations is begun. No inspections will be made unless the approved plans are on the job.

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## PRESERVE THIS RECORD OF YOUR BUILDING INSPECTIONS

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This card must be posted in a conspicuous place at or near the main entrance to the new building, addition or alteration during foundation and framing construction and picked up at time of final inspection by designated City Official.

When the building is framed this card may be posted at the electric meter service box or the garage, and must always be available to the building inspector.

Unless specifically identified as a single stop (all trades) permit, the issuance of a building permit does not authorize the installation of work such as roofing, plumbing, electrical work, heating, air conditioning and refrigeration, central heating and ventilation, wells, septic tanks, boilers, pressure vessels, paving, moving of structures, installation of signs, awnings, etc., which all require separate permits.

Building permits shall expire 180 days from date of issuance if the work permitted thereunder has not been commenced. Such permit shall also expire if the building or work authorized by such permit is suspended or abandoned for a period of 180 days after work commences or from date of last inspection.

I have read and understood the contents of this building permit card:

**FAILURE TO PROPERLY PROTECT AND MAINTAIN THIS CARD MAY RESULT IN JOB DELAY**



Gary Reshefsky stated that the Audit Subcommittee supported the Blanche Park fence project because it's great and necessary for public safety.

➤ Saunder's Plot Repairs at City's Cemetery

<p><b>NAME OF PROJECT:</b> SAUNDER'S PLOT REPAIRS AT CITY'S CEMETERY <b>TOTAL DOLLAR AMOUNT:</b> \$23,767 (<u>\$20,000 is from District 2 Quality of Life Improvements &amp; \$3,767 is from Bay Front Park Trust Fund</u>) <b>SOURCE OF FUNDS:</b> <u>District 2 Quality of Life Improvements &amp; Bay Front Park Trust Fund.</u> <b>DESCRIPTION OF PROJECT:</b> <u>This project scope includes the demolition and removal of all four arched beams. Erect 16'x8" grade beams connecting all columns and provide new arch beams. Hand excavates all footing and grade beams in order not to disturb any underground graves. Level and straighten all columns prior to erecting beams, provide barricades, debris removal, stucco patching, paint, and sod area damaged by construction.</u></p>
---

NO ACTION TAKEN DUE TO LACK OF QUORUM.

Ed Blanco, Department of Parks & Recreation, stated that the Saunder's Plot project is not really a repair because there will need to be a brand-new construction of the Saunder's Plot at the Miami City Cemetery, which was brought to the attention of Commissioner Sarnoff's office by the Dade Heritage Trust. One quote was received for about \$23,000 to renew the arches. The arches cannot be repaired because they're in very bad condition. They have to be demolished and have new arches installed. Because it falls under \$25,000, the project does not need to be bid out. Contractors are on board that will do the project for the amount specified. The Department has been advised that the Commissioner would like both projects to move forward as soon as possible, and since there is no quorum tonight, under the official rules, the Board's approval is needed to move forward on both projects.

Mr. Blanco requested the Board to allow the Administration to proceed with both projects, Blanche Park Fence Project and Saunder's Plot Repairs at City's Cemetery, prior to the approval of the Board.

Rafael O. Diaz, Deputy City Attorney, stated that if the project is not being bid out and it's under the Manager's purview to contract the project, then it can be done.

➤ Morningside Park Shoreline Stabilization Project

<p><b>NAME OF PROJECT:</b> MORNINGSIDE PARK SHORELINE STABILIZATION PROJECT <b>TOTAL DOLLAR AMOUNT:</b> \$1,000,300 (<u>\$705,000 is only from Neighborhood Parks Improvements &amp; Acquisition</u>) <b>SOURCE OF FUNDS:</b> <u>\$705,000 Neighborhood Park Improvements &amp; Acquisitions/\$10,300 SNPB Conversion &amp; \$285,000 SFWMD Shoreline Stabilization</u> <b>DESCRIPTION OF PROJECT:</b> <u>This project scope includes the removal and disposal of existing concrete rubble, debris and exotic vegetation. Construct a Rip-Rap revetment along 334 linear feet of shoreline out a distance of (10) feet waterward. Kayak launching area.</u></p>
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NO ACTION TAKEN DUE TO LACK OF QUORUM.



A MOTION TO FUND THE BLANCHE PARK FENCE PROJECT.

MOVED: E. Broton  
SECONDED: C. Grant  
ABSENT: K. Apfel, L. Cabrera, R. De La Cabada, R. Flanders, G. Reshefsky, H. Willis

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

- Saunder's Plot Repairs at City's Cemetery

<p><b>NAME OF PROJECT:</b> SAUNDER'S PLOT REPAIRS AT CITY'S CEMETERY <b>TOTAL DOLLAR AMOUNT:</b> \$23,767 (\$20,000 is from District 2 Quality of Life Improvements &amp; \$3,767 is from Bay Front Park Trust Fund) <b>SOURCE OF FUNDS:</b> District 2 Quality of Life Improvements &amp; Bay Front Park Trust Fund. <b>DESCRIPTION OF PROJECT:</b> This project scope includes the demolition and removal of all four arched beams. Erect 16'x8" grade beams connecting all columns and provide new arch beams. Hand excavates all footing and grade beams in order not to disturb any underground graves. Level and straighten all columns prior to erecting beams, provide barricades, debris removal, stucco patching, paint, and sod area damaged by construction.</p>
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HD/NIB MOTION 07-22

A MOTION TO FUND THE SAUNDER'S PLOT REPAIRS AT CITY'S CEMETERY.

MOVED: C. Matos  
SECONDED: E. Broton  
ABSENT: K. Apfel, L. Cabrera, R. De La Cabada, R. Flanders, G. Reshefsky, H. Willis

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

- Morningside Park Shoreline Stabilization Project

<p><b>NAME OF PROJECT:</b> MORNINGSID PARK SHORELINE STABILIZATION PROJECT <b>TOTAL DOLLAR AMOUNT:</b> \$1,000,300 (\$705,000 is only from Neighborhood Parks Improvements &amp; Acquisition) <b>SOURCE OF FUNDS:</b> \$705,000 Neighborhood Park Improvements &amp; Acquisitions/\$10,300 SNPB Conversion &amp; \$285,000 SFWMD Shoreline Stabilization <b>DESCRIPTION OF PROJECT:</b> This project scope includes the removal and disposal of existing concrete rubble, debris and exotic vegetation. Construct a Rip-Rap revetment along 334 linear feet of shoreline out a distance of (10) feet waterward. Kayak launching area.</p>
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HD/NIB MOTION 07-23

#### 4. Roberto Clemente Park New Recreation Building

**NAME OF PROJECT:** ROBERTO CLEMENTE PARK NEW RECREATION BUILDING  
**TOTAL DOLLAR AMOUNT:** \$3,236,000  
**SOURCE OF FUNDS:** Neighborhood Park Improvements  
**DESCRIPTION OF PROJECT:** The project consists of the furnishing of all labor, materials and equipment for a new Recreation Building of approximately 9,000 sq. ft. (Gross Area) at Roberto Clemente Park. The new building will have spaces for Neighborhood Enhancement Team (NET) that includes two staff offices, one large open office, and reception area. Also, the new building will have the Parks Department spaces such as art and craft room/homework, computer room for 8 to 12 stations, multipurpose rooms, children room and warming kitchen and staff office. The shared areas are the conference room for 8 to 10 people, the staff room and the public rooms for approximately 300 kids during summer programs, electrical room, pump room, maintenance storage, covered terrace, playground area and water playground area.

HD/NIB MOTION 08-32

A MOTION TO FUND THE ROBERTO CLEMENTE PARK NEW RECREATION BUILDING.

MOVED: H. Willis  
SECONDED: M. Cruz  
ABSENT: R. Aedo, H. Arza, L. Cabrera, K. Apfel, R. Lambert, C. Matos

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

### III. UPDATES:

#### 1. Roberto Clemente Park Building Renovations

Ola Aluko, CIP director, reported that there will be no more updates on this project. All future updates will be on the construction of the new building.

#### 2. Juan Pablo Duarte – Water Playground

Ed Blanco, Parks & Recreation, reported that the projects has had many problems. The project was approved four years ago. The project has had three different contractors. The current contractor is the same used for Roberto Clemente splash park. The contractor is in financial difficulties and litigation, and they're not going to be able to complete this project. The project is going to be closed down. However, CIP has agreed to take the monies for this project and roll them into one big project to renovate the Juan Pablo Duarte building and also do the splash park at the same time.

#### 3. Saunders Plot Repairs at City's Cemetery

Ed Blanco, Parks & Recreation, reported that the project was bid out and the contractor is not working out well. The purchase order has been terminated with the contractor. On Monday, the Department will be seeking a new quote to get the project completed.



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

**COMPLETED**

1. DATE: 8/28/07 DISTRICT: 2  
NAME OF PROJECT: PAUL S. WALKER PARK  
INITIATING DEPARTMENT/DIVISION: Capital Improvements Program  
INITIATING CONTACT PERSON/CONTACT NUMBER: David Mendez (305)416-1240  
C.I.P. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: B-399910D

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$400,000 (\$150,000 is only from Homeland Defense Series II)  
SOURCE OF FUNDS: \$150K Homeland Defense Bonds (Series II)/\$250K Downtown Development Agency

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

3. SCOPE OF PROJECT:  
Individuals / Departments who provided input: \_\_\_\_\_  
DESCRIPTION OF PROJECT: Project scope consist of the demolition of the existing restaurant facility in the site and convert it back to the former Paul S. Walker Park located at 46 West Flagler Street. The 4,200 s.f. park (35'x1120') will include a new waterfall, walkways, landscaping, seating areas, security lighting, site drainage, metal picket fencing with gate and signage.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 8/21/07  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 8/28/07  
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: \_\_\_\_\_

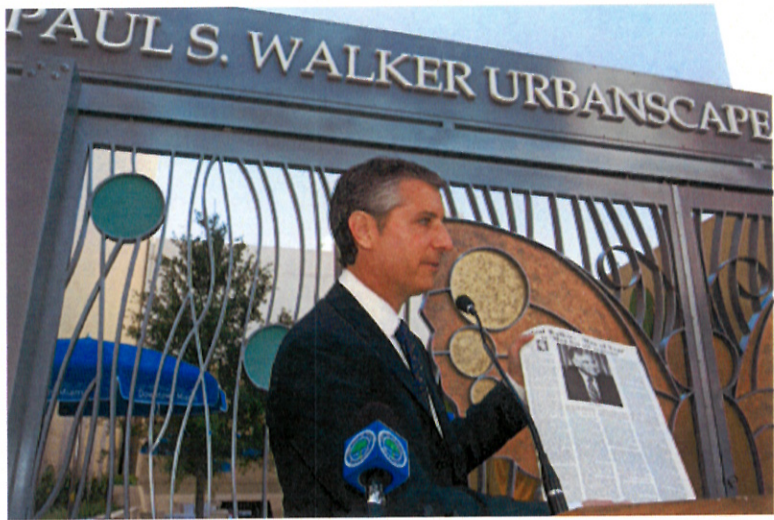
Fiscal Impact  YES  NO HOW MUCH? \_\_\_\_\_  
Have additional funds been identified?  YES  NO  
Source(s) of additional funds: \_\_\_\_\_

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: *Marcelo Ayer* DATE: 8/28/07  
BOND OVERSIGHT BOARD





# Paul S. Walker Mini Park Ribbon Cutting Ceremony

4.28.09





# PROJECT ANALYSIS FORM

## Capital Improvements & Transportation

CIP   
NON-CIP

Date Prepared:	22-Aug-2007
VERSION	ORIGINAL

PROGRAM 331-Parks and Recreation

AREA 2-Recreation & Culture

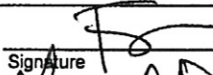
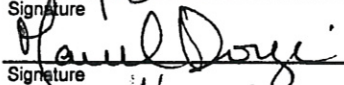
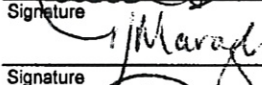


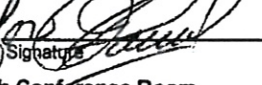
PROJECT NAME: Paul S Walker Park		PROJECT NO: B-39910D
ADDRESS / LOCATION: 46 West Flagler Street		DISTRICT: 2
PROJECT TEAM: Vertical		PROJECT CONTRACTED COST:
CATEGORY: Parks and Recreation		PROJECT EST. COST: \$ 400,000.00
CLIENT DEPT: 58-Parks and Recreation		CURRENT FUNDS: \$ 150,000.00
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1314	FUTURE FUNDS: \$ 250,000.00
DESIGN MANAGER: Fernando Paiva (CIP)	TEL.: (305) 416-1242	FUND SHORTFALL:
CONSTR. MANAGER: David Mendez	TEL.:	PROCUREMENT: JOC
EST. DESIGN START: 09/15/07	EST. BID ADV.:	EST. CONSTRUCTION START: 04/01/08
EST. DESIGN END: 01/15/08	EST. AWARD DATE:	EST. CONSTRUCTION END: 11/15/08

PROJECT ESTIMATED AND ACTUAL COSTS	<b>PRODUCTION PHASE (3-DES)</b>		% of Const	Estimated Design	% of Const	Contracted Design
	Prime Consultant:	<u>0000 To be Assigned</u>	CODE			
	1	CIP - Production Management	1.02	4.3% \$ 14,575.00		
	2	Miscellaneous Services - Survey	1.01	1.3% \$ 4,500.00		
	3					
	<b>PRODUCTION TOTALS</b>			Estimated	Contracted	
				\$ 19,075.00		
	<b>CONSTRUCTION PHASE (4-CON)</b>		CODE	Estimated Construction by PM	Contracted Construction (Formal Bid, Informal Bid or JOC Method)	
	Prime Contractor:	<u>0000 To be Assigned</u>				
	1	Construction Cost (Prime Contractor)	2	78% \$ 265,000.00		
2	Additional Services / Change Orders (Prime Contract)	2	8% \$ 26,500.00			
3	Misc. Construction Services	2	0% \$ 477.50			
4	Other Construction Related Services	2	15% \$ 50,000.00			
5						
<b>CONSTRUCTION TOTALS</b>			Estimated	Contracted		
			\$ 341,977.50			
<b>CONSTRUCTION ADMINISTRATION (8-CEO)</b>		CODE	Estimated CEO	Contracted CEO		
1	Construction Engineering Observation CIP/Transportation	3.02	5.9% \$ 20,000.00			
2	JOC Administration - The Gordian Group (Always 1.5%)	3.03	1.3% \$ 4,372.50			
3						
<b>CONSTRUCTION ADMINISTRATION TOTALS</b>			Estimated	Contracted		
			\$ 24,372.50			
<b>ADMINISTRATIVE EXPENSES (6-ADM)</b>		CODE	Estimated ADMIN	Contracted ADMIN		
1	CIP Department (Mgmt./Budget/Procurement/Comm.)	4	4.3% \$ 14,575.00			
2						
<b>ADMINISTRATIVE EXPENSES TOTALS</b>			Estimated	Contracted		
			\$ 14,575.00			
<b>ADDITIONAL PROJECT TASKS</b>		CODE	Estimated TASKS	Contracted TASKS		
1						
<b>ADDITIONAL PROJECT TASKS TOTALS</b>			Estimated	Contracted		
<b>B-39910D PROJECT GRAND TOTAL</b>			Estimated	Contracted		
			\$ 400,000.00			

PROJECT SCOPE	Demolition of existing restaurant facility in the site and convert it back to the former Paul S. Walker Mini Park located at 46 West Flagler Street. The 4,200 SF Park (35' X 120') will include a new waterfall, walkways, landscaping, seating areas, security lighting, site drainage, metal picket fencing with gate, and signage.					
	Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

Notes	Funding will be 150K from HD-D2_QOL and \$250K from DDA
	Date Received / Signature or Initials

FUND SOURCE	AWARD NAME AND NUMBER	AVAILABLE	FUTURE
		385200-2 2002 Homeland Defense Bonds (Serial 311712 District(2) Neighborhood Q	\$ 150,000.00
	888957 Downtown Development Agency 999999 Unknown CIP Project		\$ 250,000.00
	<b>B-39910D FUND GRAND TOTAL</b>	<b>ACTUAL</b> \$ 150,000.00	<b>PROJECTED</b> \$ 250,000.00

VALIDATION	Initiated by: <u>Fernando Paiva Jr.</u> Project Manager		Date: <u>8/22/07</u>
	Approved by: <u>Marcel Douge</u> Senior Project Manager		Date: <u>8.22.07</u>
	Reviewed by: <u>Yvette Maragh</u> CIP Budget Administrator		Date: <u>8-22-07</u>
	Verified by: <u>Edwige De Crumpe / Program Controls Staff</u>	Initials: 	
	Accepted by: <u>Ola O. Aluko</u> Director: Capital Improvements		Date: <u>8/22/07</u>
	Approved by: <u>Ernest Burkeen</u> Director: Parks & Recreation		Date: <u>8/23/07</u>
	ORIGINAL TO: <u>Melanie Whitaker / 10th Floor South Conference Room</u>	Initials: _____	

Notes	Receipt of PAF by Danette Perez - CIP Public Relations Coordinator
	<u>Project MUST be Presented to the Bond Oversight Board</u> Date Received / Signature or Initials <u>8/23/07</u> <u>ZP</u>

Executed PAF MUST be electronically distributed to the following individuals:  
Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



SOURCE OF FUNDS: \$1,028,257 Homeland Defense Bonds (Series II)/\$568,649 CIP Misc. Revenues  
DESCRIPTION OF PROJECT: Project scope consist of constructing a New Community/Recreational Building consisting of 2 multi-purpose rooms, art room, computer room, administrative office, ADA compliant restrooms, conference rooms and storage rooms. Also included in the scope it's a Tot-Lot play area, landscape and sprinkler system. The approximate Square footage is 5400 s.f.

HD/NIB MOTION 07-35

A MOTION TO FUND THE GRAPELAND COMMUNITY RECREATIONAL FACILITY & PARKING LOT PHASE III PROJECT.

MOVED: M. Cruz  
SECONDED: E. Broton  
ABSENT: K. Apfel, H. Arza, L. Cabrera, R. De La Cabada, R. Flanders, G. Reshefsky  
ABSTAIN: J. Solares

Note for the Record: Motion passed by unanimous vote of all Board Members present, with the exception of Board Member Jose Solares, who abstained from voting on the item.

**15. Grand Avenue Lighting Project**

NAME OF PROJECT: GRAND AVENUE LIGHTING PROJECT  
TOTAL DOLLAR AMOUNT: \$1,173,500  
SOURCE OF FUNDS: Homeland Defense Bonds (Series II)  
DESCRIPTION OF PROJECT: Project scope consists of providing up lighting to each of the trees installed in Phase I. The scope includes custom cutting of tree grates, furnish and install new up-light fixtures, pulling conductors, coordination with FPL on connection to service point. In addition to repositioning the benches to face street.

HD/NIB MOTION 07-36

A MOTION TO FUND THE GRAND AVENUE LIGHTING PROJECT.

MOVED: J. Reyes  
SECONDED: M. Cruz  
ABSENT: K. Apfel, H. Arza, L. Cabrera, R. De La Cabada, R. Flanders, G. Reshefsky

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

**16. Paul S. Walker Park**

NAME OF PROJECT: PAUL S. WALKER PARK

TOTAL DOLLAR AMOUNT: \$400,000 (\$150,000 is only from Homeland Defense Series II)  
SOURCE OF FUNDS: \$150K Homeland Defense Bonds (Series II)/\$250K Downtown Development Agency  
DESCRIPTION OF PROJECT: Project scope consist of the demolition of the existing restaurant facility in the site and convert it back to the former Paul S. Walker Park located at 46 West Flagler Street. The 4,200 s.f. park (35'x1120") will include a new waterfall, walkways, landscaping, seating areas, security lighting, site drainage, metal picket fencing with gate and signage.

HD/NIB MOTION 07-37

A MOTION TO FUND THE PAUL S. WALKER PARK PROJECT.

MOVED: E. Broton  
SECONDED: R. Lambert  
ABSENT: K. Apfel, H. Arza, L. Cabrera, R. De La Cabada, R. Flanders, G. Reshefsky

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

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

○ **MARINA FEES FOR RESIDENTS OF CITY OF MIAMI**

Discussion by Vice Chairman Manolo Reyes regarding increase of marina fees for City residents at City of Miami marinas. Vice Chairman Reyes stated that the City Manager and the City Commissioners should do something to correct this because there should be certain privileges for the people that pay taxes in the City of Miami.

**V. ADDITIONAL ITEMS:**

○ **INTRODUCTION OF NEW BOARD MEMBER RICARDO LAMBERT**

Vice Chairman Manolo Reyes introduced Ricardo Lambert, nominee of Commissioner Regalado, as a new member of the Homeland Defense/Neighborhood Improvement Bond Oversight Board.

○ **INTRODUCTION OF ROGER HERNSTADT, CHIEF OF STAFF, CITY MANAGER**

Ola O. Aluko, Director, CIP, introduced the City Manager's new chief of staff, Roger Hernstadt, who oversees the CIP Department.

Gary Reshefsky requested that the new project for the lights comes through the BOB process so that it can be tracked.

#### 5. Grand Avenue Lighting

Eileen Broton reported that a portion of the project was previously completed and when funding became available the lighting was added to the project.

#### 6. Miami River Greenways Segments B & C

Eileen Broton reported that Segment B was North River Drive, from Northwest 2nd Street to Flagler; and Segment C is Southwest North River Drive, from Southwest 2nd Avenue to Flagler. Both projects are completed, both came in under budget, and both provided about \$200,000 back.

#### 7. Robert King Park New Building & Site Improvements

Eileen Broton reported that the entire park is being redone, except for the ballpark. The design is 95 percent complete and permitting is close to completion. There is a need for unity of title for the adjacent soccer field. Once this occurs, CIP will try to bid out the projects together. There will be one covered tennis court and one uncovered tennis court. There will be one covered basketball court and one uncovered basketball court. There is a \$100,000 shortfall, and this will be funded through other sources. The shortfall is as a result of delays on the project.

Fernando Paiva, Project Manager, reported that the project dry run is in progress. The unity of title issue has to be finalized, and hopefully, it will be completed in the next few months. At the same time, the architects are going to be responding to comments from the Building Department so that the project can go out for bids very soon.

#### 8. Henderson Park New Offices/Restroom Facility

Eileen Broton reported that there were major changes in the scope of the project as a result of community input. The new design will be completed approximately in June of this year and completion of the project is targeted for 2009.

#### 9. City of Miami MMPD Fire Suppressor Modifications

Eileen Broton reported that the communication and emergency operations room and the computer room at the police station have Halon fire suppressor systems and Halon is toxic. This is a project to replace it with an updated system.

David Méndez, Assistant CIP Director, reported that the project is a very unique project. Construction is anticipated to begin November 2008 so that the project begins after the hurricane season ends.

Chairman Flanders stated that the replacement was federally mandated.

#### 10. Paul S. Walker Park

Eileen Broton reported that the project is downtown, across from Starbuck's. There is an existing waterfall feature from a previous use, which will remain.



Jose Puentes, Project Manager, reported that demolition has been completed and the trash has been hauled away. Schematic drawings have been completed. Design development drawings have also been completed. The project design is 60 percent completed and are expected to be completed by the first week of July.

#### **11. Additional Funding for Kinloch Park Community Recreation Building Improvements**

Eileen Broton reported that the project did not come before the Board when it was completed over the summer due to timing. The additional funding was to provide the proper underground cables to support Internet access for the programs and other uses for the park.

David Méndez, Assistant CIP Director, reported that the additional funding also included Water & Sewer impact fees and a cage for the air-conditioning units. The project is complete and is fully operational.

#### **12. Fern Isle Park**

Eileen Broton reported that the park is now open with two new basketball courts and jogging paths. The structures are substantial and can provide shelter. There is a line item in the park for maintenance. There is talk of making a bike path to connect the park to Grapeland Park.

#### **13. Grapeland Community Recreational Facility & Parking Lot Phase III**

Eileen Broton reported that the project was completed very quickly using the same contractor and a change order to the existing project. The design was copied from an existing park, which saved time and money and helped in getting things done so quickly.

David Méndez, Assistant CIP Director, stated that the design for the Antonio Maceo community center was used for this project. The contractor built the 5,000-square-foot facility in five months.

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

Eileen Broton reported that the project is on hold. The building needs lots of improvements, but the pool is the priority and must be fixed. As a result of that, the funds will be used to improve the pool.

#### **15. Shenandoah Traffic Claming Phase I**

Eileen Broton reported that there was mostly positive feedback from the community. Street projects are ongoing, so it is hard to say when something begins and ends since there is always another project that has to go on. There have been 12 traffic circles completed to date. The size of the circles may have caused discussion, but they are a function of right-of-way and other engineering factors.

David Méndez, Assistant CIP Director, stated that the size of the circles are completely dictated by the right-of-way that's available. Under a different bond program, there are about 20 circles currently in design under two other projects. One circle should go to construction in the next few days in District 4.

#### 4. Paul S. Walker Park- Design & Construction Services

David Méndez, CIP assistant director, reported that the groundbreaking for the park will be on December 2, tentatively scheduled for 11 a.m. The project consists of a pocket park located in downtown Miami, across the street from the courthouse on Flagler Street. The project design is complete and permitted and construction will be beginning very soon.

#### 5. Kinloch Storm Sewer Improvements – Design Services

David Méndez, CIP assistant director, reported that the project design is 90 percent complete and permitting should be finished up within the next few months for construction during the second quarter of 2009.

#### 6. City of Miami MMPD Fire Suppressor Modifications

Mike Tyler, CIP Department, reported that the Miami Police have postponed the FM-2 system. The start date has been changed to January 3. The EOC rooms are being done, basically putting in a sprinkler system.

#### 7. Additional Funding for Robert King High Park – New Building & Site Improvements

David Méndez, CIP assistant director, reported that the project design is 95 percent complete. The project is currently going through dry run permitting as well as permitting with outside agencies. Construction should be started on the project no later than the second quarter of 2009.

#### 8. Robert King High Park – Soccer Field

David Méndez, CIP assistant director, reported that the project design is 95 percent complete. The project is currently going through dry run permitting and outside agency permitting as well. The project will be under construction in the second quarter of 2009.



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 11/21/08 DISTRICT: 2  
NAME OF PROJECT: ROBERTO CLEMENTE PARK NEW RECREATION BUILDING  
INITIATING DEPARTMENT/DIVISION: Capital Improvements Program  
INITIATING CONTACT PERSON/CONTACT NUMBER: Sandra Vega (305) 416-1243  
C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: B-30172A

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$3,236,000  
SOURCE OF FUNDS: Neighborhood Park Improvements  
ACCOUNT CODE(S): CIP # 331419

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

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: \_\_\_\_\_

DESCRIPTION OF PROJECT: The project consists of the furnishing of all labor, materials and equipment for a new Recreation Building of approximately 9,000 sq. ft. (Gross Area) at Roberto Clemente Park. The new building will have spaces for Neighborhood Enhancement Team (NET) that includes two staff offices, one large open office, and reception area. Also, the new building will have the Parks Department spaces such as art and craft room/homework, computer room for 8 to 12 stations, multipurpose rooms, children room and warming kitchen and staff office. The shared areas are the conference room for 8 to 10 people, the staff room and the public rooms for approximately 300 kids during summer programs, electrical room, pump room, maintenance storage, covered terrace, playground area and water playground area.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 11/17/08  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 11/21/08  
Approved by Commission?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_  
Revision(s) to Original Scope?  YES  NO (If YES see Item 5 below)  
Time Approval  6 months  12 months Date for next Oversight Board Update: \_\_\_\_\_

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST: \_\_\_\_\_

Is conceptual estimate within project budget?  YES  NO

If not, have additional funds been identified?  YES  NO

Source(s) of additional funds: \_\_\_\_\_

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: \_\_\_\_\_

Justifications for change: \_\_\_\_\_

Description of change: \_\_\_\_\_

Fiscal Impact  YES  NO HOW MUCH? \_\_\_\_\_

Have additional funds been identified?  YES  NO

Source(s) of additional funds: \_\_\_\_\_

Time impact \_\_\_\_\_

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

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

6. COMMENTS:

APPROVAL: Robert O. Flannery DATE: 11/21/08  
BOND OVERSIGHT BOARD

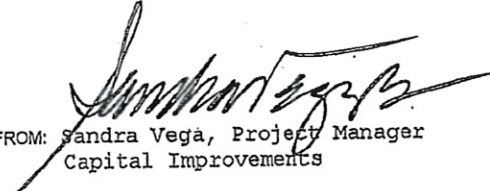


CITY OF MIAMI, FLORIDA  
INTER-OFFICE MEMORANDUM

TO: Ola O Aluko, Director  
Capital Improvements

DATE: November 14, 2008 FILE: B-30172A

SUBJECT: Project Analysis Form (PAF)  
Revision #2  
Roberto Clemente Park  
Recreation Building

  
FROM: Sandra Vega, Project Manager  
Capital Improvements

REFERENCES:

ENCLOSURES: PAF Rev #2

The above named project requires the following:

Description: The Roberto Clemente Park Recreation Building project requires a Revision #2 of the Project Analysis Form (PAF)


Justification: An approved change of Scope of Work by Ola O Aluko, Director of Capital Improvement Program of the City of Miami, to proceed with the design and construction of a New Community Building of approximately total area of 9,000 sq.ft.

Funding: The total estimate budget of the project is \$3,236,000.00

The project has \$388,776.00 available funds from Homeland Defense Funds Series I (HD-1) to cover design costs. Also, the project will have future funds of \$1,800,405.00 available from Homeland Defense Funds Series III (HD-3). The project has a shortfall of \$1,046,819.00 that needs to be identified in the future by Capital Improvement Program.

Therefore it is recommended to approved the attached PAF Revision #2 for the total amount of \$3,236,000.00

SV/sv

cc: David Mendez, Assistant Director Capital Improvements  
Gary Fabrikant, Assistant Director Capital Improvements  
Yvette Maragh, CIP Administrator Capital Improvements  
 Marcel Douge, Senior Project manager, Capital Improvements



# PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP   
NON-CIP

Date Prepared:	17-Nov-2008
VERSION	REV02

PROGRAM 331-Parks and Recreation AREA 2-Recreation & Culture

PROJECT NAME: Roberto Clemente Park Recreation Building		PROJECT NO: B-30172A
ADDRESS / LOCATION: 101 NW 34th Street		DISTRICT: 2
PROJECT TEAM: Vertical	PROJECT CONTRACTED COST: \$ 330,984.66	
CATEGORY: Parks and Recreation	PROJECT EST. COST: \$ 3,236,000.00	
CLIENT DEPT: 58-P&R-Parks and Recreation	CURRENT FUNDS: \$ 388,776.00	
CLIENT CONTACT: Ed Blanco	TEL.: (305) 416-1253	FUTURE FUNDS: \$ 1,800,405.00
DESIGN MANAGER: Sandra Vega (CIP)	TEL.: 305-416-1243	FUND SHORTFALL: \$ (1,046,819.00)
CONSTR. MANAGER: Orlando Diez (CIP)	TEL.: 305-416-1047	PROCUREMENT: <b>CONVENTIONAL</b>
EST. DESIGN START: 12/15/07	EST. BID ADV.: 03/15/09	EST. CONSTRUCTION START: 05/15/09
EST. DESIGN END: 02/28/09	EST. AWARD DATE:	EST. CONSTRUCTION END: 05/15/10

PROJECT ESTIMATED AND ACTUAL COSTS

PRODUCTION PHASE (3-DES)				% of Const	Estimated Design	% of Const.	Contracted Design
Prime Consultant: 12386 L.D. Astorino Architects, Inc.				CODE			
1	Outside Consultant - Prime Basic Design Fee	1.01		8.7%	\$ 220,000.00		\$ 214,092.70
2	Outside Consultant - Additional Design Services	1.01		2.7%	\$ 68,000.00		\$ 71,735.23
3	CIP - Production Management	1.04		5.0%	\$ 126,532.00		
4	General Production Phase contingency	1.01		0.6%	\$ 15,000.00		
5	Miscellaneous Services - Asbestos Survey	1.01		0.2%	\$ 6,000.00		
6	Miscellaneous Services - Geotechnical Testing	1.01		0%	\$ 8,000.00		\$ 6,792.00
7	Miscellaneous Services - Other	1.01		0%	\$ 8,000.00		
8							
PRODUCTION TOTALS					Estimated \$ 451,532.00		Contracted \$ 292,619.93

CONSTRUCTION PHASE (4-CON)				Estimated Construction by PM		Contracted Construction (Formal Bid, Informal Bid or JOC Method)	
Prime Contractor: 0000 To be Assigned				CODE			
1	Construction Cost (Prime Contractor)	2		89%	\$ 2,250,000.00		
2	Construction Contingency Allowance	2		7%	\$ 180,652.00		
3	Other Construction Related Services	2		4%	\$ 100,000.00		\$ 37,633.70
4							
CONSTRUCTION TOTALS					Estimated \$ 2,530,652.00		Contracted \$ 37,633.70

CONSTRUCTION ADMINISTRATION (8-CEO)				Estimated CEO		Contracted CEO	
				CODE			
1	Construction Management by CIP Construction Manager	3.04		5.0%	\$ 126,532.00		
2	JOC Administration - Demolition Only	3.03			\$ 750.00		\$ 731.03
3							
CONSTRUCTION ADMINISTRATION TOTALS					Estimated \$ 127,282.00		Contracted \$ 731.03

ADMINISTRATIVE EXPENSES (6-ADM)				Estimated ADMIN		Contracted ADMIN	
				CODE			
1	CIP Department (Mgmt./Budget/Procurement/Comm.)	4		5.0%	\$ 126,534.00		
2							
ADMINISTRATIVE EXPENSES TOTALS					Estimated \$ 126,534.00		Contracted

ADDITIONAL PROJECT TASKS				Estimated TASKS		Contracted TASKS	
				CODE			
1							
ADDITIONAL PROJECT TASKS TOTALS					Estimated		Contracted

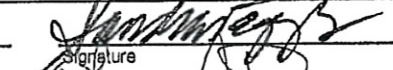
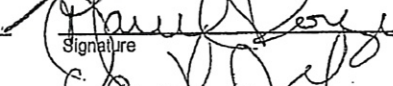
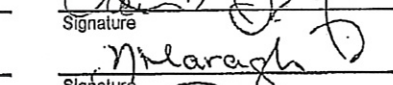

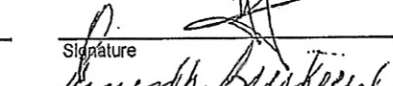
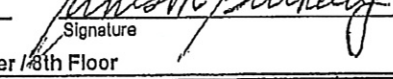
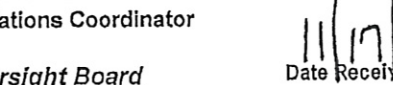
<b>B-30172A</b>	<b>PROJECT GRAND TOTAL</b>		Estimated \$ 3,236,000.00	Contracted \$ 330,984.66
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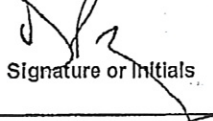


PROJECT SCOPE	The project consists of the furnishing of all labor, materials and equipment for a new Recreation Building of approximately 9,000 sq. ft. (Gross Area) at Roberto Clemente Park. The new building will have spaces for Neighborhood Enhancement Team (NET) that includes two staff offices, one large open office, reception area. Also, the new building will have the Parks Department spaces such as art and craft room/homework, computer room for 8 to 12 stations, multipurpose rooms, children room and warming kitchen and staff office. The shared areas are the conference room for 8 to 10 people, the staff room and the public rooms for approximately 300 kids during summer programs, electrical room, pump room, maintenance storage, covered terrace, playground area and water playground area.					
	Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

Notes  
 Rev #1 - Building program up to 7,061 sq.ft. Gross Area (3/17/08) □  
 Rev #2 - Building program up to 9,000 sq.ft. Gross Area (9/11/08) leading to construction cost increase and adding the current contracted amounts. □  
*Project currently funded for Design Services Only. MUA.*

FUND SOURCES	AWARD NAME AND NUMBER		AVAILABLE	FUTURE
		385200-1 2002 Homeland Defense Bonds (Series 1)	331419 Neighborhood Park Improvements	\$ 353,631.00
1058	385200-1 2002 Homeland Defense Bonds (Series 1)	331419 Neighborhood Park Improvements	\$ 35,145.00	
	385200-3 2002 Homeland Defense Bonds (Series 3)	331419 Neighborhood Park Improvements		\$ 1,800,405.00
<b>B-30172A FUND GRAND TOTAL</b>			<b>ACTUAL \$ 388,776.00</b>	<b>PROJECTED \$ 1,800,405.00</b>

VALIDATION	Initiated by: <u>Sandra Vega</u> Project Manager		Date: <u>11/14/08</u>
	Approved by: <u>Marcel Douge</u> Senior Project Manager		Date: <u>11/14/08</u>
	Reviewed by: <u>David Mendez</u> Assistant Director: Capital Improvements		Date: <u>11/14/08</u>
	Reviewed by: <u>Yvette Maragh</u> CIP Budget Administrator		Date: <u>11/14/08</u>
	Verified by: <u>Edwige De Crumpe</u> Program Controls Staff	Initials <u>EDC</u> / <u>11/14/08</u> Signature 	
	Accepted by: <u>Ola Aluko</u> Director: Capital Improvements		Date: <u>11/17/08</u>
	Approved by: <u>Ernest Burkeen</u> Director: Parks & Recreation		Date: <u>11/17/08</u>
ORIGINAL TO: Melanie Whitaker / 8th Floor			Initials _____

Notes  
 Receipt of PAF by Danette Perez - CIP Public Relations Coordinator  
Project MUST be Presented to the Bond Oversight Board  
 Date Received: 11/17/08 / Signature or Initials: 

Executed PAF MUST be electronically distributed to the following individuals:  
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



#### 4. Roberto Clemente Park New Recreation Building

<p><b>NAME OF PROJECT:</b> <u>ROBERTO CLEMENTE PARK NEW RECREATION BUILDING</u> <b>TOTAL DOLLAR AMOUNT:</b> <u>\$3,236,000</u> <b>SOURCE OF FUNDS:</b> <u>Neighborhood Park Improvements</u> <b>DESCRIPTION OF PROJECT:</b> <u>The project consists of the furnishing of all labor, materials and equipment for a new Recreation Building of approximately 9,000 sq. ft. (Gross Area) at Roberto Clemente Park. The new building will have spaces for Neighborhood Enhancement Team (NET) that includes two staff offices, one large open office, and reception area. Also, the new building will have the Parks Department spaces such as art and craft room/homework, computer room for 8 to 12 stations, multipurpose rooms, children room and warming kitchen and staff office. The shared areas are the conference room for 8 to 10 people, the staff room and the public rooms for approximately 300 kids during summer programs, electrical room, pump room, maintenance storage, covered terrace, playground area and water playground area.</u></p>
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HD/NIB MOTION 08-32

A MOTION TO FUND THE ROBERTO CLEMENTE PARK NEW RECREATION BUILDING.

MOVED: H. Willis  
SECONDED: M. Cruz  
ABSENT: R. Aedo, H. Arza, L. Cabrera, K. Apfel, R. Lambert, C. Matos

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

### III. UPDATES:

#### 1. Roberto Clemente Park Building Renovations

Ola Aluko, CIP director, reported that there will be no more updates on this project. All future updates will be on the construction of the new building.

#### 2. Juan Pablo Duarte – Water Playground

Ed Blanco, Parks & Recreation, reported that the projects has had many problems. The project was approved four years ago. The project has had three different contractors. The current contractor is the same used for Roberto Clemente splash park. The contractor is in financial difficulties and litigation, and they're not going to be able to complete this project. The project is going to be closed down. However, CIP has agreed to take the monies for this project and roll them into one big project to renovate the Juan Pablo Duarte building and also do the splash park at the same time.

#### 3. Saunders Plot Repairs at City's Cemetery

Ed Blanco, Parks & Recreation, reported that the project was bid out and the contractor is not working out well. The purchase order has been terminated with the contractor. On Monday, the Department will be seeking a new quote to get the project completed.

DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM



# UPDATE

1. DATE: 2/28/06 DISTRICT: 4  
NAME OF PROJECT: KINLOCH STORM SEWER IMPROVEMENTS PROJECT DESIGN SERVICES  
INITIATING DEPARTMENT/DIVISION: \_\_\_\_\_  
INITIATING CONTACT PERSON/CONTACT NUMBER: Maria Lopez (305) 416-1252  
C.I.P. DEPARTMENT CONTACT: Capital Improvements  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 352262  
ADDITIONAL PROJECT NUMBER: B-50705  
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$398,023 (3.0 Million total allocation)  
SOURCE OF FUNDS: Kinloch Storm Sewers  
ACCOUNT CODE(S): CIP #352262  
  
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: The project consists of the design and proposed alternatives for the drainage improvements on the area bounded by 42 Avenue on the East, 47 Avenue on the West, NW 7 St on the North and SW 8 Street on the South.

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: 2/28/06  
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:  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED: *Maria Lopez* DATE: 2/28/06  
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials  YES  NO



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

Date Prepared:	11/18/2004
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Kinloch Storm Sewer Improvements Project , <i>Project design Services</i>		
ADDRESS / LOCATION: From SW 8 St to NW 7 St & on W From 42 Ave to 47 Ave	PROJECT No.:	B-50705
NET OFFICE: Flagami	DISTRICT:	D4
CLIENT DEPT:	EST. PROJECT COST:	
CLIENT CONTACT:	TEL.:	ALLOCATED FUNDS: \$3,000,000
PROJECT MANAGER: MARIA E. LOPEZ	TEL.: (305) 416-1206	PROCUREMENT: Formal Bid
CONSTR. MANAGER:	TEL.:	PROJECT TEAM: Transportation
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START:	EST. BID ADV.:	EST. CONSTRUCTION START:
EST. DESIGN END:	EST. AWARD DATE:	EST. CONSTRUCTION END:

PROJECT COST ESTIMATE	<b>PRODUCTION PHASE</b>		
	A. Design Svcs. - Outside Consultant	Prime Consultant: CDM	Percentage
	1 Basic Fees:		8.6% \$522,045
	2 Additional Services:		0.0% \$0
			<b>SUB-TOTAL: \$522,045</b>
	B. Design Svcs. - CIP		
	1 In-house Basic Design Fee:		0.0% \$0
	2 In-house Additional Design Services:		0.0% \$0
			<b>SUB-TOTAL: \$0</b>
	C. Production Management Services		
	1 Prod. Mgmt. of Outside Consultant by CIP:		2.3% \$92,000
	2 Prod. Mgmt. of Outside Consultant by Industry Partner:		0.0% \$0
			<b>SUB-TOTAL: \$92,000</b>
	D. Miscellaneous Services		
	1 Survey:	Vendor:	\$174,655
	2 Re-plat:	Vendor:	
	3 Geotechnical Testing:	Vendor:	\$3,300
	4 Utility Locations (Soft Digs):	Vendor:	
	5 Asbestos Survey:	Vendor:	
	6 Energy / HVAC Calculations:	Vendor:	
	7 Phase I Environmental:	Vendor:	
	8 Phase II Environmental:	Vendor:	
	9 Structural Testing:	Vendor:	
	10 Archeological Survey:	Vendor:	
	11 Other:	Vendor:	
		<b>SUB-TOTAL: \$177,955</b>	
E. Special Fees / Assessments:			
1 DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>		
2 Miami-Dade County Water and Sewer Department (Plan review)			
3 Florida Department of Environmental Protection (Permits):			
4 FDOT (Plans review, inspections, etc.):			
5 South Florida Water Management District (Permits):			
6 U.S. Army Corps of Engineers (Plans review, permits):			
7 HRS (Plans review, inspections, etc.):			
8 Other:			
		<b>SUB-TOTAL: \$0</b>	
<b>PRODUCTION PHASE TOTAL: \$792,000</b>			
<b>CONSTRUCTION PHASE</b>			
F. Construction:	JOC Contractor:		
1 Construction Estimate:		\$4,000,000	
2 Contingency Allowance:	10.0%	\$400,000	
3 Data & Telecommunication Systems (IT Dept.):			
4 Fixtures, Furniture and Equipment:			
5 WASA System Betterment:			
6 FPL Contribution-in-Aid-of Construction:			
7 Other:			
		<b>SUB-TOTAL: \$4,400,000</b>	



PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: Bldg. Dept. <input type="checkbox"/> Public Works <input checked="" type="checkbox"/>	
	2	Miami-Dade County Impact Fees:	
	3	Miami-Dade County Archeological Monitoring:	
	4	Other:	
			SUB-TOTAL: \$0
			CONSTRUCTION PHASE TOTAL: \$4,400,000
	<b>CONSTRUCTION ADMINISTRATION</b>		
	H	Construction Inspection Services - CIP:	0.0% \$0
	I	Construction Mgmt. - Industry Partner:	0.0% \$0
	J	Construction Engineering Observer (CEO) - Industry Partner	10.0% \$400,000
	K	JOC Administration	1.5% \$50,000
			CONSTRUCTION ADMINISTRATION TOTAL: \$460,000
	<b>ADMINISTRATIVE EXPENSES</b>		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0% \$120,000
M	Industry Partner Program Mgmt. Support:	0.0% \$0	
		ADMINISTRATIVE EXPENSES TOTAL: \$120,000	
<b>LAND ACQUISITION EXPENSES</b>			
N	Land Cost:		
O	Transaction Costs:	0.0% \$0	
		LAND ACQUISITION TOTAL: \$0	
		GRAND TOTAL - ESTIMATED PROJECT COST (including Contingency): \$5,772,000	

**PROJECT SCOPE**

The project consists of the study and proposal of alternatives for the drainage improvements on the area bounded by 42 Ave on the East, 47 Ave on the West, NW 7 St on the North and SW 8 St on the South. And the design of the proposed alternatives.

**NOTES**

FUND SOURCES	Fund: Homeland Defense Bond Funds	CIP # 352262	Fiscal Year Available	Amount: \$614,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	TOTAL ALLOCATED AMOUNT:			

**VALIDATION**

Project Manager: María E. Lopez ML Sign Date: 1/27/06

Sr. Project Manager: Cesar Gonzalez [Signature] Sign Date: 01/27/06

Reviewed by: Juete Maragh [Signature] Sign Date: 1/27/06  
Gary Fabrikant CIP Budget Administrator

Accepted by: Mary Conway, P.E. [Signature] Sign Date: 1/30/06  
 Director of the Client Department

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

**III. NEW BUSINESS:**

- Kinloch Storm Sewer Improvements Project – Design Services
- 

**NAME OF PROJECT:** KINLOCH STORM SEWER IMPROVEMENTS PROJECT DESIGN SERVICES

TOTAL DOLLAR AMOUNT: \$398,023 (3.0 Million total allocation)

SOURCE OF FUNDS: Kinloch Storm Sewers

ACCOUNT CODE(S): CIP #352262

DESCRIPTION OF PROJECT: The project consists of the design and proposed alternatives for the drainage improvements on the area bounded by 42 Avenue on the East, 47 Avenue on the West, NW 7 St on the North and SW 8 Street on the South.

**HD/NIB MOTION 06-2**

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE KINLOCH STORM SEWER IMPROVEMENTS PROJECT - DESIGN SERVICES.

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

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

**UPDATES:**

1. Spring Garden Point Park Privacy Wall

Ed Blanco, Parks & Recreation, reported that the wall should have been finished a few months ago, but it is finished now. It is awaiting final inspection by the City.

2. Curb Replacement Project for District 4

Mary Conway, Director, CIP & Transportation, reported that the item was initially brought before the Board at a total dollar amount of \$300,000. To date, the six locations have been completed at a cost of a little over \$241,000, and the remaining \$58,000 will be identified to a future location.

3. Model City Infrastructure – MLK Boulevard

Lionel Zapata, CIP Department, reported that the project area was Northwest 5th Place to Northwest 12th Avenue. The project is broken into two pieces: the City portion and the County portion. The total construction dollars on the project is \$2,034,998.86. The scope of work includes milling and resurfacing, limited landscaping, pavement markings, and decorative lighting. The estimated completion date of the City portion is late summer/early

stipulates that if we hit 50 percent of the cost of replacement of the facility, we then have to do any renovations up to the current code. We are waiting for a report back on that factor. If we do hit the 50 percent threshold, we are estimating the increased cost for renovation could be about \$500,000. We will have a more definitive answer for you and report back to you when we reconvene in September.

It was reported that the water play area was taken out of the Jose Marti Gymnasium project due to the cost overruns on the facility. The Department has not yet received the final guaranteed maximum price from the consultant, which we hope to receive this month. The Department is not expecting that until September. It will be brought back at that time to let the Board know if there is a shortage in the project. The Department does anticipate a shortfall, as a result of the construction conditions in South Florida, with the cost of material and the shortage of subcontractors and laborers.

#### **IV. NEW BUSINESS:**

##### **UPDATES:**

##### **1. Kinloch Storm Sewer Improvements – Design Services**

Cesar Gonzalez, CIP Department, reported that the design of the project will address all of the flooding problems resulting from storms in the area bounded by 42nd Avenue and 47th Avenue, between Northwest 7th Street and Southwest 8th Street. The design is 30 percent complete. Complete designs plans are expected in November 2006.

##### **2. Model City Infrastructure – Dr. Martin Luther King, Jr. Boulevard**

Lionel Zapata, CIP Department, reported that the project is 50 percent complete in construction. All of the sidewalks have been replaced between 8th and 12th Avenues. All of the underground electrical work has been completed between 8th and 12th Avenues. Most of the bases for the light poles should be installed within the next two weeks. One hundred percent of the landscaping for the project has been completed. Milling and resurfacing is expected to be begin two months from now. The project should be completed in about two and a half months from now.

##### **3. Downtown Streets Infrastructure – Phase I**

Lionel Zapata, CIP Department, reported that 100 percent of all of the roadway items in this project have been completed and accepted. Currently, the only thing that is going on is cleaning of existing draining structures within the project boundaries. Part of the scope of this project is to line some of the existing storm drains to restore their ability to carry the runoff rain, and that work is ongoing right now. As it relates to all of the ADA enhancements and roadway items, 100 percent of them have been completed. The lining will take about another two months.

##### **4. Buena Vista Heights – Phase I**

Lionel Zapata, CIP Department, reported that 100 percent of the drainage improvements have been installed. This project is progressing very well. Major construction should be complete in three to four months. Fifty percent of the construction work as already been completed.



**2. Kinloch Storm Sewer Improvements – Design Services**

Lionel Zapata, CIP Department, reported that the project design is 50 percent complete. Currently, the project design firm is addressing comments from DERM. The project design is expected to be completed by April 2007.

**3. New Public Plaza & Roadway Improvements adjacent to Mary Brickell Village**

Lionel Zapata, CIP Department, reported that all of the items under the joint project agreement have been completed. At this time, the Department is verifying that all of the punch list items have been addressed, but all of the items have already been completed.

**4. Miami River Greenways – Segment B**

AND

**5. Miami River Greenways – Segment C**

Lionel Zapata, CIP Department, reported that FDOT has signed the joint project agreement with the City of Miami. Probably in January, FDOT will authorize the City to proceed with construction. Segment B and Segment C will both be released simultaneously and will be handled by the same contractor.

**6. Model City Infrastructure – Dr. Martin Luther King Jr. Blvd.**

Lionel Zapata, CIP Department, reported that the project is currently 97 percent complete. All of the roadway milling and resurfacing, sidewalks, lighting, and landscaping have been completed. The Department is working with FP&L to energize the new decorative poles. As soon as the new poles are energized, the old aluminum poles will be removed. Everything has to be substantially completed before January 12 because there will be an event on MLK Boulevard.

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

- Homeland Defense/Neighborhood Improvement Bond Oversight Board Annual Report

Chairman Flanders thanked City staff, consultants, and members of the Board for completing the first tranche of the bond and the fourth year of the Board's existence. The bond rating of the City of Miami went from A3 to A2, which means that the City will pay less for money when the second tranche is issued. Chairman Flanders stated that he hopes this \$255 million is the beginning of a long track record of the City rebuilding itself and making up for the 25 years of deferred maintenance. He stated that he thinks the Board has brought stability, integrity, and honesty to the process of acquiring money, earmarking money for projects, and making sure that that money is spent correctly, on time, and where it was intended. Each year the Board gives a report to the City Clerk and addresses the City Commission. This year the Board will address the completion of the police stables, the storm sewer projects, the land acquisition and construction of Little Haiti Park, and the shining jewel this year, the police training facility, which has been in work since the existence of the Board.

currently being closed out. Once the inspections are done, the building will be ready to be occupied. The project experienced a three- to four-month delay, and there will be a few change orders to address some of the design issues that were not addressed, a approximately \$150,000.

### 3. Kinloch Storm Sewer Improvements Design Services

Jose Lago, CIP Department, reported that the project scope consists of drainage and miscellaneous road improvements. The project is located in Districts 1 and 4. The project design is 60 percent complete. The project area is bounded by Northwest 7th Street, Southwest 8th Street, Southwest/Northwest 42nd Avenue and Southwest/Northwest 47th Avenue. Design completion is expected by March 2008, and construction is expected to begin by October 2008.

### 4. Fairlawn Storm Sewer Improvements Phase III Design Services

Jose Lago, CIP Department, reported that the project scope consists of drainage and miscellaneous road improvements. The design is 80 percent complete on the project. The project area is bounded by Southwest 8th Street and West Flagler Street, Southwest 47th Avenue and Southwest 57th Avenue. Design completion is expected on the project in January 2008. Construction is expected to begin on the project in August 2008.

Chairman Flanders requested that the CIP Director provide the Board with a spreadsheet for the next Audit Subcommittee meeting and next month's meeting that shows the difference between the alternative delivery methods that the City has.

Charisse L. Grant suggested that the Department include the delivery methods for each project on the project documents provided to the Board.

### 5. Bicentennial Park Shoreline Stabilization Phase III Design Phase

Marcel Douge, CIP Department, reported that the project scope consists of the construction of a new seawall to stabilize Bicentennial Park along the shoreline. The project is currently in construction and is 85 percent complete. The anticipated completion date for the project is January 2008. The project is on schedule and may possibly be completed before January 2008.

### 6. Fire Station No. 11

Marcel Douge, CIP Department, reported that the project is currently in the design phase. The project design is approximately 95 percent complete. The design is in dry run permitting at the Building Department, and the CIP Department has already responded to the comments from the Building Department. Bidding out for the project is expected in the beginning of November. The delivery method for the project is a conventional bid, so that is a time period of approximately five months, with completion around May 2008. Construction is expected to begin late May 2008, with construction anticipated completion after one year.

Charisse L. Grant requested that the Department include an address for each project in the project backup materials.

Gary Reshefsky requested a written memo on the whole fire station program regarding the time frames, where it started and where it is today, and the costs to complete the projects. Ola O. Aluko, Director, CIP Department, stated that he will provide the information before the next meeting.

#### 4. Paul S. Walker Park- Design & Construction Services

David Méndez, CIP assistant director, reported that the groundbreaking for the park will be on December 2, tentatively scheduled for 11 a.m. The project consists of a pocket park located in downtown Miami, across the street from the courthouse on Flagler Street. The project design is complete and permitted and construction will be beginning very soon.

#### 5. Kinloch Storm Sewer Improvements – Design Services

David Méndez, CIP assistant director, reported that the project design is 90 percent complete and permitting should be finished up within the next few months for construction during the second quarter of 2009.

#### 6. City of Miami MMPD Fire Suppressor Modifications

Mike Tyler, CIP Department, reported that the Miami Police have postponed the FM-2 system. The start date has been changed to January 3. The EOC rooms are being done, basically putting in a sprinkler system.

#### 7. Additional Funding for Robert King High Park – New Building & Site Improvements

David Méndez, CIP assistant director, reported that the project design is 95 percent complete. The project is currently going through dry run permitting as well as permitting with outside agencies. Construction should be started on the project no later than the second quarter of 2009.

#### 8. Robert King High Park – Soccer Field

David Méndez, CIP assistant director, reported that the project design is 95 percent complete. The project is currently going through dry run permitting and outside agency permitting as well. The project will be under construction in the second quarter of 2009.





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, 1<sup>st</sup> 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 Arboleya and will be further explained at full board meeting.

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

Enclosures: Back-Up Materials  YES  NO



# PROJECT ANALYSIS FORM

Department of Capital Improvements  
City of Miami

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

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

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

PROJECT COST ESTIMATE



PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: _____ Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees: _____	
	3	Miami-Dade County Archeological Monitoring: _____	
	4	Other: WASA Impact Fee _____	
			SUB-TOTAL: \$1,000
			CONSTRUCTION PHASE TOTAL: \$1,580,000
	<b>CONSTRUCTION ADMINISTRATION</b>		
	H	Construction Inspection Services - CIP: _____	3.0% \$40,800
	I	Construction Mgmt. - Industry Partner: _____	2.0% \$27,200
	J	Construction Engineering Observer (CEO) - Industry Partner _____	3.0% \$40,800
	K	JOC Administration _____	2.0% \$27,200
			CONSTRUCTION ADMINISTRATION TOTAL: \$136,000
	<b>ADMINISTRATIVE EXPENSES</b>		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.): _____	2.1% \$27,200
M	Industry Partner Program Mgmt. Support: _____	1.0% \$13,600	
		ADMINISTRATIVE EXPENSES TOTAL: \$40,800	
<b>LAND ACQUISITION EXPENSES</b>			
N	Land Cost: _____		
O	Transaction Costs: _____	0.0% \$0	
		LAND ACQUISITION TOTAL: \$0	
		<b>GRAND TOTAL - ESTIMATED PROJECT COST: \$1,974,700</b>	

**PROJECT SCOPE**

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

**NOTES**

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

2-24-05

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

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



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, 1<sup>st</sup> 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.

construction of a new community recreation building, new covered basketball courts, new tennis courts, parking, and new access road. The design on the new community recreation building is 95 percent complete. CIP is currently looking at revising the scope of the work to include the possibility of adding a Cuban museum that is being proposed by a nonprofit organization.

Mary Conway, Director, CIP & Transportation, stated that this is an issue that was raised by the district Commissioner. The district Commissioner has been in discussions with the nonprofit that is proposing a Cuban museum. They have funding within the County's General Obligation Bond to be able to advance the Cuban museum project, and the district Commissioner directed the Administration to look at being able to site the Cuban museum within this park, fronting the roadway. Several meetings have been held with them along those lines, but to be able to site the museum, the plans for the parking building and improvements as designed and permitted would have to be modified, so CIP is in the process of working out some terms and conditions about how the City and the nonprofit could be able to partner so that both projects could move forward. The plans for the community center and what would happen in the park between the roadway and the canal are substantially completed, but there is the issue now of having to go back and redo the site plan, and it may also impact the proposed site plan for the soccer field, which is on the other side of the canal.

In response to Rolando Aedo's inquiry concerning the cost associated with revisiting the plans, Ms. Conway stated the cost could be any where between \$50,000 to \$100,000.

In response to Rolando Aedo's question concerning the name of the nonprofit organization, John De Pazos, CIP Department, stated that the name of the nonprofit is Cuban Museum/Museo Cubano, a not-for-profit 501(c)3.

Ms. Conway stated that CIP can pull the history of the City Commission meetings and the blue page items that the Commissioner had to discuss this and share those with the Board at the next meeting and give the board members who represent the district Commissioner the opportunity to speak with him between now and the next meeting. This issue came up several months ago. There were discussion items that were on the Commission agenda that dealt with the Cuban museum and Robert King High Park and the potential siting, and based on the last direction, the Administration has been working with the Cuban Museum to see whether there's ability to colocate and still provide the proposed park amenities, while also allowing the museum to site, and that's why the Department is on hold, pending resolution.

Chairman Flanders stated that the Board has, since its inception, invited each of the district Commissioners to appear before the Board when they have an item or pet project. In this case, everybody seems to be a little out of the loop, and the Board would invite the Commissioner to the meeting next month to update the Board on what his thoughts are. Ms. Conway stated that she would extend the Board's invitation.

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

Mary Conway, Director, CIP & Transportation, reported that this is an item where the Administration took some of the monies that had been earned on interest on the first series bond proceeds to fund a portion of the program management services. As discussed previously, the City CIP Department is funded through administrative charges to all of the funding sources on projects. Based on the volume, typically, the City has advanced approximately \$10 - \$15 million worth of projects annually. In the 2005 budget year, the CIP



Office spent over \$94 million on capital improvement projects. The only way to do that was to look at trying to assemble additional City staff and find the right qualified staff to join the City's team, or to reach out and partner with industry, and the Administration chose to reach out and partner with industry for program management services. The people that have been before the Board tonight have been City staff people as well as program management staff people. As far as the payment, these monies have been expended.

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

Chairman Flanders stated that he would be very happy to carry both the congratulations and the concerns of the Board to the City Commission when he addresses the Commission in July.

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

Mary Conway, Director, CIP & Transportation, reported that, based on the latest figures, the Administration has expended over 55 percent of the bond monies. Almost all of the bond monies have been committed on contracts and via purchase orders, and over 55 percent has actually been paid out and spent, and that continues to go up exponentially, month-by-month, as these projects advance in construction.

Luis De Rosa requested an update on Roberto Clemente Park.

Mary Conway, Director, CIP & Transportation, reported that the project should be starting in construction within the next month or two, but an update will be brought at the next meeting.

Rolando Aedo stated that he has been receiving an influx of comments and inquiries regarding the Coral Way Uplighting project and the Cuban Memorial Boulevard maintenance. He questioned the specific plans being put in place and budgeted to make sure projects, such as the Cuban Memorial Boulevard, are maintained. He also requested a brief update on the Coral Way Uplighting project.

Mary Conway, Director, CIP & Transportation, reported that an update was just provided to the district Commissioner. All of the shields and visors on the lights have just been installed on Coral Way. Final testing is being completed, and the project is anticipated to be completed by the first week of June. The landscape is going through a final punch list process with closing out the construction contract.

HD/NIB MOTION 06-8

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: M. Reyes  
SECONDED: R. Aedo  
ABSENT: K. Apfel, R. Cayard, D. Marko, J. Reyes

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



**9. Miami Police Department Stables**

Jim Brittain, CIP Department, reported that the horses were moved in in October. The police have been getting it up-to-date. The contractor is currently working through his punch list, and the police have planned some kind of festivities for the 19th of December.

**10. Margaret Pace Park Improvements Phase II**

Ed Herald, CIP Department, reported that the project is substantially complete as of this moment and punch list items are being addressed. The project will be ready to close out within the next 30 days on schedule and under budget.

**11. Grapeland Heights Park Ballfield Complex- Design Built Contract**

Ed Herald, CIP Department, reported that all the environmental remediation has been addressed and was completed in May. Phase I construction is approximately 50 percent complete. The majority of the grading has been done for the ball fields, and the press box and concession building are about 50 percent complete. Phase I is going to be completed ahead of schedule, in consideration of the environmental remediation. The project is now scheduled to be completed in January as opposed to the contractual date of March.

**12. Juan Pablo Duarte- Building Renovations/Expansion**

Marcel Douge, CIP Department, reported that the design is quasi-completed. The final dry run should be obtained by the beginning of next month, and it should be ready for construction as soon as the funds are in place.

**13. Robert King High- New Building and Site Improvements**

Marcel Douge, CIP Department, reported that the project was on hold for a while because of the Cuban museum and it is being restarted now because the hold has been removed. The Department is negotiating with the architect now to restart the project and address the final comments from the Building Department so the dry run can be approved and move into construction after that. The design is approximately 95 percent completed.

**14. Robert King High- Soccer Field**

Marcel Douge, CIP Department, reported that the soccer field was also on hold for a while due to the Cuban museum. There were some issues on relocating that field due to some palm trees that cannot be disturbed, so the Department is currently in negotiations with the architect to redesign the soccer field at another location in the park.

**15. Bicentennial Park Shoreline Stabilization Phase III (Design Phase)**

Marcel Douge, CIP Department, reported that the design is completed. Construction will be ready to begin in December 2006. The Department is awaiting some final papers.

Gary Fabrikant, CIP Department, stated that the Department delayed the start of Phase III for several reasons, and the basic reason is there is a crisis within the insurance industry, so we had to deal with a number of issues. A conscious decision was made to delay the start of the project until after the end of the hurricane season. The reason for this is that builder's risk insurance goes down substantially after the season. The other issue has been trying to negotiate with this and several projects ways to mitigate the costs for builder's risk insurance, so the Department is

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

David Mendez, Assistant Director, CIP Department, reported that the project consists of three phases, the structural analysis of the building, the replacement of the glass block in the front of the building, and the restoration of the original façade. The Department is currently in solicitation to get a structural engineer to complete a forensic analysis of the building. The Department is also soliciting a window manufacturer, and the windows in the front of the building should be replaced by the beginning of the year. The restoration of the front of the building to its original condition is a little bit further out, and more than likely, the Department will be coming before the Board to ask for funding for that. The priority is really to analyze the existing structure and replace the glass block windows.

**8. Police Headquarters Restrooms Rehabilitation & ADA Upgrades**

Ed Herald, CIP Department, reported that the project consisted of ADA improvements to 11 existing bathrooms. The project is substantially completed and punch list items are being addressed. The project should be closed out within the next couple months.

**9. Athalie Range Park Mini Stadium Complex**

Fernando Paiva, CIP Department, reported that the project design is complete and the project is ready to begin construction. The project scope consists of the reconfiguration of the existing baseball and softball fields into a combined regulation soccer, football, and baseball field, plus lighting, drainage, storage, an electrical building, walkways, landscape and an irrigation system.

Ola O. Aluko, Director, CIP Department, stated that project construction is expected to begin in the first quarter of 2008. The project will be possibly a ten-month project, so the project should be complete by the last quarter of 2008.

Gary Reshefsky suggested that the Board receive a presentation of the construction timeline, to include the parts of the park that will be closed, how long they will be closed, and what other parks will be open for use while Athalie Range Park is unavailable.

**10. Robert King High Park Soccer Field**

Fernando Paiva, CIP Department, reported that design services have resumed for this portion of the park. The project stopped for a while because of the issue with the Cuban Museum. The project is fully funded.

**11. Juan Pablo Duarte Building Renovations/Expansion**

Edgar Muñoz, CIP Department, reported that the project has to be revised to be in line with the new building code. The project also must be revised to be ADA compliant. The estimated cost of the project is now \$957,188.

Charisse L. Grant requested a memo regarding this project at the next board meeting that explains the actual reasons why the project increased from approximately \$350,000 to almost \$1 million, and that any projects in the future also include a similar memo so that it can be discussed at the meeting.

#### 4. Paul S. Walker Park- Design & Construction Services

David Méndez, CIP assistant director, reported that the groundbreaking for the park will be on December 2, tentatively scheduled for 11 a.m. The project consists of a pocket park located in downtown Miami, across the street from the courthouse on Flagler Street. The project design is complete and permitted and construction will be beginning very soon.

#### 5. Kinloch Storm Sewer Improvements – Design Services

David Méndez, CIP assistant director, reported that the project design is 90 percent complete and permitting should be finished up within the next few months for construction during the second quarter of 2009.

#### 6. City of Miami MMPD Fire Suppressor Modifications

Mike Tyler, CIP Department, reported that the Miami Police have postponed the FM-2 system. The start date has been changed to January 3. The EOC rooms are being done, basically putting in a sprinkler system.

#### 7. Additional Funding for Robert King High Park – New Building & Site Improvements

David Méndez, CIP assistant director, reported that the project design is 95 percent complete. The project is currently going through dry run permitting as well as permitting with outside agencies. Construction should be started on the project no later than the second quarter of 2009.

#### 8. Robert King High Park – Soccer Field

David Méndez, CIP assistant director, reported that the project design is 95 percent complete. The project is currently going through dry run permitting and outside agency permitting as well. The project will be under construction in the second quarter of 2009.





DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/27/07 DISTRICT: 4
NAME OF PROJECT: ADDITIONAL FUNDING FOR ROBERT KING PARK NEW BUILDING & SITE IMPROVEMENTS LOCATED AT 7025 WEST FLAGLER STREET
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Fernando Paiva (305)416-1242
C.I.P. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280
RESOLUTION NUMBER: CIP/PROJECT NUMBER: B-35868

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [ ] NO If yes,
TOTAL DOLLAR AMOUNT: \$3,619,786(\$3,189,939 is from Homeland Defense Bonds)
SOURCE OF FUNDS: Homeland Defense Bonds Series I, II and bond interest

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

3. SCOPE OF PROJECT:

Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: Project scope includes the construction of a new 5,768 SF Community Building and Site Improvements including upgrades to the existing basketball, tennis, and handball courts. New Basketball Court (without roof structure), new tot lot/playground areas, new sand volleyball court, additional walkways and parking spaces, security lighting, landscaping and irrigation system upgrades. (Continuation of scope attached)

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

Approved by Audit Committee? [X] YES [ ] NO [ ] N/A DATE APPROVED: 11/15/07
Approved by Bond Oversight Board? [ ] YES [ ] NO [ ] N/A DATE APPROVED: 11/27/07
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: 11/27/07 12/18/07
BOND OVERSIGHT BOARD





# PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP

NON-CIP

Date Prepared: 14-Nov-2007

VERSION

PROGRAM 331-Parks and Recreation

AREA 2-Recreation & Culture

PROJECT NAME: Robert King High Park New Bldg Const		PROJECT NO: B-35868
ADDRESS / LOCATION: 7025 W. Flagler Street		DISTRICT: 4
PROJECT TEAM: Vertical		PROJECT CONTRACTED COST: \$ 243,786.00
CATEGORY: Parks and Recreation		PROJECT EST. COST: \$ 3,619,786.00
CLIENT DEPT: 58-Parks and Recreation		CURRENT FUNDS: \$ 793,744.00
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1314	FUTURE FUNDS: \$ 2,396,195.00
DESIGN MANAGER: Fernando Paiva (CIP)	TEL.: 305-416-1242	FUND SHORTFALL: \$ (429,847.00)
CONSTR. MANAGER: Nelson Cuadras (CIP)	TEL.: 305-416-1279	PROCUREMENT: Conventional
EST. DESIGN START: 11/22/04	EST. BID ADV.: 03/31/08	EST. CONSTRUCTION START: 08/25/08
EST. DESIGN END: 02/29/08	EST. AWARD DATE: 07/10/08	EST. CONSTRUCTION END: 08/31/09


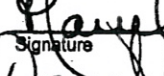
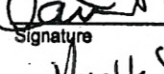
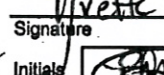

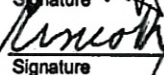
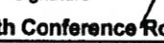
PROJECT ESTIMATED AND ACTUAL COSTS	<b>PRODUCTION PHASE (3-DES)</b>		<b>% of Const</b>	<b>Estimated Design</b>	<b>% of Const</b>	<b>Contracted Design</b>	
	Prime Consultant: 1007 Post Buckley Schuh & Jernigan Inc		CODE				
	1	Outside Consultant - Prime Basic Design Fee	1.01	4.4% \$ 130,977.00			
	2	Outside Consultant - Prime Basic Design Fee	1.01	2.9% \$ 86,409.00			
	3	CIP - Production Management	1.02	3.4% \$ 100,000.00			
	4	Miscellaneous Services - Asbestos Survey	1.01	0.1% \$ 2,400.00			
	5	Miscellaneous Services - Other	1.01	0.5% \$ 15,000.00			
	6						
	<b>PRODUCTION TOTALS</b>			<b>Estimated</b>	<b>Contracted</b>		
				<b>\$ 334,786.00</b>	<b>\$ 219,786.00</b>		
<b>CONSTRUCTION PHASE (4-CON)</b>		<b>CODE</b>	<b>Estimated Construction by PM</b>	<b>Contracted Construction (Formal Bid, Informal Bid or JOC Method)</b>			
Prime Contractor:							
1	Construction Cost (Prime Contractor)	2	90% \$ 2,686,500.00				
2	Construction Contingency Allowance	2	10% \$ 298,500.00				
3							
<b>CONSTRUCTION TOTALS</b>			<b>Estimated</b>	<b>Contracted</b>			
			<b>\$ 2,985,000.00</b>	<b>\$ 5,000.00</b>			
<b>CONSTRUCTION ADMINISTRATION (8-CEO)</b>		<b>CODE</b>	<b>Estimated CEO</b>	<b>Contracted CEO</b>			
1	Construction Engineering Observation (CEO) Consultant	3.01	6.7% \$ 200,000.00				
2							
<b>CONSTRUCTION ADMINISTRATION TOTALS</b>			<b>Estimated</b>	<b>Contracted</b>			
			<b>\$ 200,000.00</b>				
<b>ADMINISTRATIVE EXPENSES (6-ADM)</b>		<b>CODE</b>	<b>Estimated ADMIN</b>	<b>Contracted ADMIN</b>			
1	CIP Department (Mgmt./Budget/Procurement/Comm.)	4	3.4% \$ 100,000.00				
2							
<b>ADMINISTRATIVE EXPENSES TOTALS</b>			<b>Estimated</b>	<b>Contracted</b>			
			<b>\$ 100,000.00</b>	<b>\$ 19,000.00</b>			
<b>ADDITIONAL PROJECT TASKS</b>		<b>CODE</b>	<b>Estimated TASKS</b>	<b>Contracted TASKS</b>			
1							
<b>ADDITIONAL PROJECT TASKS TOTALS</b>			<b>Estimated</b>	<b>Contracted</b>			
<b>B-35868 PROJECT GRAND TOTAL</b>			<b>Estimated</b>	<b>Contracted</b>			
			<b>\$ 3,619,786.00</b>	<b>\$ 243,786.00</b>			




<b>PROJECT SCOPE</b>	Construction of a new 5,768 SF Community Building and Site Improvements including a new covered basketball court, new tennis court and upgrades to existing tennis and handball courts. The scope also includes the upgrade of the existing sports lighting, construction of a new perimeter fence, new walkways, sand volleyball court, parking lot, playground and picnic areas, landscaping and irrigation system and related work.					
	<b>Operating Cost Associated with Project:</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>

**Notes**  
 Note: The project was placed on hold pending decision with regards to the Cuban Museum being on the site. In July of 2007 the project resumed. PBS&J submitted a new proposal dated August 10, 2007 to continue with design work.

<b>FUND SOURCES</b>	<b>AWARD NAME AND NUMBER</b>	<b>AVAILABLE</b>	<b>FUTURE</b>
		385200-1 2002 Homeland Defense Bonds (Serit 331419 Neighborhood Park Improv	\$ 114,458.00
1058	385200-1 2002 Homeland Defense Bonds (Serit 331419 Neighborhood Park Improv	\$ 25,321.00	
	385200-2 2002 Homeland Defense Bonds (Serit 331419 Neighborhood Park Improv	\$ 67,556.00	
1368	385200-2 2002 Homeland Defense Bonds (Serit 331419 Neighborhood Park Improv	\$ 86,409.00	
	385200-3 2002 Homeland Defense Bonds (Serit 331419 Neighborhood Park Improv		\$ 2,396,195.00
	385200-9 2002 Homeland Defense Bonds Intere 331419 Neighborhood Park Improv	\$ 500,000.00	
<b>B-35868 FUND GRAND TOTAL</b>		<b>ACTUAL</b> \$ 793,744.00	<b>PROJECTED</b> \$ 2,396,195.00

<b>VALIDATION</b>	Initiated by: <b>Fernando Palva</b> Project Manager		Date: 11/14/07
	Approved by: <b>Marcel Douge</b> Senior Project Manager		Date: 11/14/07
	Reviewed by: <b>David Mendez</b> Assistant Director: Capital Improvements		Date: 11/14/07
	Reviewed by: <b>Yvette Maragh</b> CIP Budget Administrator		Date: 11/14/07
	Verified by: <b>Edwige De Crumpe</b> / Program Controls Staff	Initials: 	
	Accepted by: <b>Ola Aluko</b> Director: Capital Improvements		Date: 11/15/07
	Approved by: <b>Ernest Burkeen</b> Director: Parks & Recreation		Date: 11/15/07
<b>ORIGINAL TO: Melanie Whitaker / 10th Floor South Conference Room</b>			Initials: _____

**Notes**  
 Receipt of PAF by Danette Perez - CIP Public Relations Coordinator  
**Project MUST be Presented to the Bond Oversight Board**  
 Date Received / Signature or Initials: 11/15/07 

**Executed PAF MUST be electronically distributed to the following individuals:**  
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



I. APPROVAL OF THE MINUTES OF THE MEETING OF OCTOBER 23, 2007.

HD/NIB MOTION 07-45

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF OCTOBER 23, 2007.

MOVED: M. Reyes  
SECONDED: M. Cruz  
ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

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

II. **OLD BUSINESS:**

- Additional Funding for Robert King Park New Building & Site Improvements

<p><b><u>ROBERT KING PARK NEW BUILDING &amp; SITE IMPROVEMENTS LOCATED AT 7025 WEST FLAGLER STREET</u></b> TOTAL DOLLAR AMOUNT: <u>\$3,619,786(\$3,189,939 is from Homeland Defense Bonds)</u> SOURCE OF FUNDS: <u>Homeland Defense Bonds Series I, II and bond Interest</u> DESCRIPTION OF PROJECT: <u>Project scope includes the construction of a new 5,768 SF Community Building and Site Improvements including upgrades to the existing basketball, tennis, and handball courts. New Basketball Court (without roof structure), new tot lot/playground areas, new sand volleyball court, additional walkways and parking spaces, security lighting, landscaping and irrigation system upgrades. (Continuation of scope attached)</u></p>
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HD/NIB MOTION 07-46

A MOTION TO FUND THE ROBERT KING PARK NEW BUILDING & SITE IMPROVEMENTS.

MOVED: M. Reyes  
SECONDED: K. Apfel  
ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

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

- Additional Funding for Henderson Park New Office/Restroom Facility

<p><b><u>HENDERSON PARK NEW OFFICES/RESTROOM FACILITY LOCATED AT 971 NW 2<sup>ND</sup> STREET</u></b> TOTAL DOLLAR AMOUNT: <u>\$882,600(\$255,069 is from Homeland Defense Bonds)</u> SOURCE OF FUNDS: <u>Homeland Defense Neighborhood Park Improvements</u> DESCRIPTION OF PROJECT: <u>Project scope includes design and construction of a 1,000 SF building with restrooms for male and female, office with small closet and storage room with access from inside and outside the office, storage for park maintenance equipment with ramp, roll up doors</u></p>
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Gary Reshefsky requested that the new project for the lights comes through the BOB process so that it can be tracked.

#### 5. Grand Avenue Lighting

Eileen Broton reported that a portion of the project was previously completed and when funding became available the lighting was added to the project.

#### 6. Miami River Greenways Segments B & C

Eileen Broton reported that Segment B was North River Drive, from Northwest 2nd Street to Flagler; and Segment C is Southwest North River Drive, from Southwest 2nd Avenue to Flagler. Both projects are completed, both came in under budget, and both provided about \$200,000 back.

#### 7. Robert King Park New Building & Site Improvements

Eileen Broton reported that the entire park is being redone, except for the ballpark. The design is 95 percent complete and permitting is close to completion. There is a need for unity of title for the adjacent soccer field. Once this occurs, CIP will try to bid out the projects together. There will be one covered tennis court and one uncovered tennis court. There will be one covered basketball court and one uncovered basketball court. There is a \$100,000 shortfall, and this will be funded through other sources. The shortfall is as a result of delays on the project.

Fernando Paiva, Project Manager, reported that the project dry run is in progress. The unity of title issue has to be finalized, and hopefully, it will be completed in the next few months. At the same time, the architects are going to be responding to comments from the Building Department so that the project can go out for bids very soon.

#### 8. Henderson Park New Offices/Restroom Facility

Eileen Broton reported that there were major changes in the scope of the project as a result of community input. The new design will be completed approximately in June of this year and completion of the project is targeted for 2009.

#### 9. City of Miami MMPD Fire Suppressor Modifications

Eileen Broton reported that the communication and emergency operations room and the computer room at the police station have Halon fire suppressor systems and Halon is toxic. This is a project to replace it with an updated system.

David Méndez, Assistant CIP Director, reported that the project is a very unique project. Construction is anticipated to begin November 2008 so that the project begins after the hurricane season ends.

Chairman Flanders stated that the replacement was federally mandated.

#### 10. Paul S. Walker Park

Eileen Broton reported that the project is downtown, across from Starbuck's. There is an existing waterfall feature from a previous use, which will remain.



I. APPROVAL OF THE MINUTES OF THE MEETINGS OF SEPTEMBER 23, 2008 AND OCTOBER 28, 2008.

HD/NIB MOTION 08-29

A MOTION TO APPROVE THE MINUTES OF THE MEETINGS OF SEPTEMBER 23, 2008 AND OCTOBER 28, 2008.

MOVED: E. Broton  
SECONDED: M. Cruz  
ABSENT: R. Aedo, H. Arza, L. Cabrera, K. Apfel, R. Lambert, C. Matos

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

II. NEW BUSINESS:

1. Additional Funding for Lummus Park Recreation Building Improvements

<p><b>NAME OF PROJECT:</b> <u>ADDITIONAL FUNDING FOR LUMMUS PARK RECREATION BUILDING</u></p> <p><b>TOTAL DOLLAR AMOUNT:</b> <u>\$1,094,631 (\$749,591 is Homeland Defense, \$149,015 is Safe Neighborhood Parks Bond &amp; \$196,025 is Sunshine State Financing Commission Number 2 [Previously Approved \$455,000 for Addition and Renovation &amp; \$76,020 for Design Services])</u></p> <p><b>SOURCE OF FUNDS:</b> <u>Neighborhood Park Improvements and Lummus Park Shelter &amp; Rehabilitation</u></p> <p><b>DESCRIPTION OF PROJECT:</b> <u>The project consist of addition and renovations to the recreation building, parking lot renovation, provide new walkways through park, additional site lighting, and new lawn irrigation.</u></p>
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HD/NIB MOTION 08-30

A MOTION TO FUND THE ADDITIONAL FUNDING FOR THE LUMMUS PARK RECREATION BUILDING..

MOVED: M. Cruz  
SECONDED: H. Willis  
ABSENT: R. Aedo, H. Arza, L. Cabrera, K. Apfel, R. Lambert, C. Matos

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

SOURCE OF FUNDS: Homeland Defense Neighborhood Park Improvements  
DESCRIPTION OF PROJECT: Project scope includes design and construction of a 1,000 SF building with restrooms for male and female, office with small closet and storage room with access from inside and outside the office, storage for park maintenance equipment with ramp, roll up doors and shelves. The scope also includes the design and constructions of an outdoor open pavilion, 2,400 SF, an open plaza with site furniture, security lighting and landscape (Continuation of scope attached)

HD/NIB MOTION 07-43

A MOTION TO DEFER THE HENDERSON PARK NEW OFFICES/RESTROOM FACILITY PROJECT TO THE BOARD MEETING CURRENTLY SCHEDULED FOR NOVEMBER 27, 2007; FURTHER REQUESTING THAT THE PRESENTATION OF THE PROJECT AT SAID MEETING INCLUDE AN EXPLANATION OF THE FUNDING INCREASE DUE TO THE CHANGE IN THE SCOPE OF THE PROJECT.

MOVED: H. Arza  
SECONDED: C. Grant  
ABSENT: L. Cabrera, R. De La Cabada, R. Flanders, K. Hancock-Apfel, G. Reshefsky, J. Reyes, H. Willis

This project was presented to the board by David Mendez, Assistant Director, CIP.

### 3. Robert King High Park New Building & Site Improvements

**ROBERT KING PARK NEW BUILDING & SITE IMPROVEMENTS LOCATED AT 7025 WEST FLAGLER STREET**  
TOTAL DOLLAR AMOUNT: \$3,619,786(\$3,189,939 is from Homeland Defense Bonds)  
SOURCE OF FUNDS: Homeland Defense Bonds Series I, II and bond Interest  
DESCRIPTION OF PROJECT: Project scope includes the construction of a new 5,768 SF Community Building and Site Improvements including upgrades to the existing basketball, tennis, and handball courts. New Basketball Court (without roof structure), new tot lot/playground areas, new sand volleyball court, additional walkways and parking spaces, security lighting, landscaping and irrigation system upgrades. (Continuation of scope attached)

Ola O. Aluko, CIP Director, requested that the item be deferred to the board meeting currently scheduled for November 27, 2007.

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

#### IV. ADDITIONAL ITEMS:

- CIP Director Responds to Questions/Requests from the September 25, 2007 meeting

Ola O. Aluko, CIP Director, stated that he has provided a cost breakdown of projects, which had been requested at the previous board meeting. The second question related to project delivery methods and the time frame for solicitations. Mr. Aluko described



**DEPARTMENT OF CAPITAL IMPROVEMENTS**  
PROJECT OVERVIEW FORM

**PREVIOUSLY APPROVED**

1. DATE: 11/23/04 DISTRICT: 4  
 NAME OF PROJECT: ROBERT KING HIGH PARK-NEW BUILDING AND SITE IMPROVEMENTS  
 INITIATING DEPARTMENT/DIVISION: Capital Improvements  
 INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094  
 C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
 RESOLUTION NUMBERS \_\_\_\_\_ CIP/PROJECT NUMBER: 331419  
 ADDITIONAL PROJECT NUMBER: B-35868 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
 TOTAL DOLLAR AMOUNT: \$1,775,157 (\$1,100,000 allocated) - Mgr. wants to assign money from HD interest.  
 SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions-\$1,100,000, HDNI Bonds Interest \$500,000 & CIP# 333108- Safe Neighborhood Park Bond \$175,157  
 ACCOUNT CODE(S): CIP # 331419 + 333108  
 If grant funded, is there a City match requirement?  YES  NO  
 AMOUNT: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 Are matching funds Budgeted?  YES  NO Account Code(s): \_\_\_\_\_  
 Estimated Operations and Maintenance Budget \_\_\_\_\_

3. SCOPE OF PROJECT:  
 Individuals / Departments who provided input: Cary Sanchez-Rea & George Sainz  
 DESCRIPTION OF PROJECT: Indoor tennis tables (6) with non-glare lighting, non-slip flooring surface and provision of folding partitions to allow for flexibility to accommodate separate activities; Gymnastics area; Dance with mirrored wall and bar; Volleyball area; Covered basketball court with retractable bleachers for (1) regulation court and (2) perpendicular half courts. Office with staff area for 8 persons for party planning and visual observation of exterior and indoor activity. Meeting/Conference room for staff meeting and (10) computer stations for after school usage. Male and Female restrooms, locker rooms with changing areas. Sports equipment storage room. (Rest of scope project attached)  
 ADA Compliant?  YES  NO  N/A

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

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

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

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

Justifications for change: \_\_\_\_\_  
 Description of change: \_\_\_\_\_

Fiscal Impact  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





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

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

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

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant	Prime Consultant: <u>PBS&amp;J</u>	
1	Basic Fees:	9.9%	\$94,501
2	Additional Services:	0.5%	\$5,003
		<b>SUB-TOTAL:</b>	<b>\$99,504</b>
B.	Design Svcs. - CIP		
1	In-house Basic Design Fee:	0.0%	\$0
2	In-house Additional Design Services:	0.0%	\$0
		<b>SUB-TOTAL:</b>	<b>\$0</b>
C.	Production Management Services		
1	Prod. Mgmt. of Outside Consultant by CIP:	0.0%	\$0
2	Prod. Mgmt. of Outside Consultant by Industry Partner:	3.0%	\$28,500
		<b>SUB-TOTAL:</b>	<b>\$28,500</b>
D.	Miscellaneous Services		
1	Survey:	Vendor: <u>PBS&amp;J</u>	\$8,700
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor: <u>Mactec</u>	\$6,110
4	Utility Locations (Soft Digs):	Vendor:	
5	Asbestos Survey:	Vendor:	\$1,500
6	Energy / HVAC Calculations:	Vendor:	
7	Phase I Environmental:	Vendor:	
8	Phase II Environmental:	Vendor:	
9	Structural Testing:	Vendor:	
10	Archeological Survey:	Vendor:	
11	Other: Reimbursables	Vendor:	\$2,500
		<b>SUB-TOTAL:</b>	<b>\$18,810</b>
E.	Special Fees / Assessments:		
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	\$2,000
2	Miami-Dade County Water and Sewer Department (Plan review)		
3	Florida Department of Environmental Protection (Permits):		
4	FDOT (Plans review, inspections, etc.):		
5	South Florida Water Management District (Permits):		
6	U.S. Army Corps of Engineers (Plans review, permits):		
7	HRS (Plans review, inspections, etc.):		\$1,000
8	Other:		
		<b>SUB-TOTAL:</b>	<b>\$3,000</b>
<b>PRODUCTION PHASE TOTAL:</b>			<b>\$149,814</b>
<b>CONSTRUCTION PHASE</b>			
F.	Construction:	JOC Contractor: _____	
1	Construction Estimate:		\$950,000
2	Contingency Allowance:	10.0%	\$95,000
3	Data & Telecommunication Systems (IT Dept.):		\$5,000
4	Fixtures, Furniture and Equipment:		\$15,000
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
		<b>SUB-TOTAL:</b>	<b>\$1,065,000</b>

PROJECT COST ESTIMATE

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

<b>PROJECT SCOPE</b>	Indoor table tennis (6-tables) with non-glare lighting, non-slip flooring surface and provision of folding partitions to allow for flexibility to accommodate separate activities; Gymnastics (12mx12mx8m) area; Dance with mirrored wall and bar; Volleyball (30'x60') area; Covered basketball court with retractable bleachers for (1)-regulation court and (2)-perpendicular half courts; Office with staff area for (8)-persons for party planning and visual observation of exterior and indoor activity; Meeting/Conference room for staff meeting and (10)-computer stations for after school usage; Male and Female restroom; Locker rooms with changing areas; Sports equipment storage room; Maintenance storage; Multi-purpose room with folding partitions to accommodate separation of activities; Evaluation and rearrangement of site /playfield/parking lot lighting; Add/increase lighting of existing handball, tennis and basketball courts; Landscaping around areas of new work; Accessibility report; Furniture storage room; Lighting upgrades for existing courts and around recreational building and parking lot area; Landscaping in areas adjacent to new work; Ugrage site irrigation system.
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<b>NOTES</b>	
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<b>FUND SOURCES</b>	<b>Fund:</b> 2002 Homeland Defense Fund (Series I)	<b>CIP #</b> 331419	<b>Fiscal Year Available</b> 2003-2004	<b>Amount:</b>	\$100,000
	<b>Fund:</b> 96 Safe Neighborhood Parks Bond	<b>CIP #</b> 333108	<b>Fiscal Year Available</b> 2003-2004	<b>Amount:</b>	\$175,157
	<b>Fund:</b> 2002 Homeland Defense Fund (Series I)	<b>CIP #</b> 331419	<b>Fiscal Year Available</b> 2004-2005	<b>Amount:</b>	\$1,000,000
	<b>Fund:</b> Homeland Defense Bonds Interest	<b>CIP #</b> 331419	<b>Fiscal Year Available</b> 2004-2005	<b>Amount:</b>	\$500,000
	<b>Fund:</b>	<b>CIP #</b>		<b>Amount:</b>	
	<b>Fund:</b>	<b>CIP #</b>		<b>Amount:</b>	
	<b>TOTAL ALLOCATED AMOUNT:</b>				<b>\$1,775,157</b>

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



**II. OLD BUSINESS:**

AUDIT COMMITTEE REPORT:

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

➤ HD/NIB MOTION 04-87

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

MOVED: D. Marko

SECONDED: M. Reyes

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

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

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

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

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04



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, 1<sup>st</sup> 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.

In response to Gary Reshefsky's inquiry concerning the park's timeline Ms. Conway stated that the timelines were given prior to the discovery of incinerator ash and contaminants and the coordination with DERM. These events impacted the schedule by six months. Now that building permits will be obtained within a week and be able to start, RDC is ready to have as many people out there as possible to have the ball fields open as close to the end of this calendar year, beginning of the next calendar year as possible.

Mr. Hatton reported that building permits have been submitted for phase II of this project.

**10. Sewell Park Restrooms/Park Facility Building**

Marcel Douge, CIP Department, reported that the project design is 100 percent complete. Construction is anticipated to start in September 2006, with construction completion by July 2007.

Mary Conway, Director, CIP & Transportation, stated that this one of a handful of projects that came in above the specified budget and the Department had to go through a value engineering exercise and make some design modifications and re-permit the project before starting, so there was an impact of several months to the schedule, but the project should be underway by September, if not sooner.

**11. Juan Pablo Duarte Building Renovation/Expansion**

Marcel Douge, CIP Department, reported that the project design is 90 percent complete. Construction is anticipated to start in September 2006, with construction completion by June 2007. The scope of the project includes a 1,000 square foot addition with new office space and storage room, and also a new A/C system for the building.

**12. Fire Station No.11**

Marcel Douge, CIP Department, reported that the project design is 20 percent complete. Completion on the design and permitting is anticipated for April 2007. Construction is anticipated to start by June 2007, with completion of construction by June 2008. The address of the project is 5920 West Flagler Street.

**13. Margaret Pace Park Improvements Phase II**

Jose Ortega, CIP Department, reported that the project is scheduled to begin May 30, 2006. The preconstruction meeting was held Thursday of last week. The NTP will probably be issued tomorrow based on some findings that the contractor has. The estimated cost is approximately \$2 million. It's 1,145 linear feet of shoreline stabilization. The park improvement area, the playground area, has already been constructed, and it's basically just the shoreline stabilization.

- 14. Robert King High Park New Building and Site Improvements AND**
- 15. Robert King High Park Soccer Field**

Gary Fabrikant, CIP Department, reported that the soccer field's estimated construction cost is \$1.9 million. The scope of work includes the construction of the new soccer field, restroom facilities, parking lot, and irrigation system related work. The design is 50 percent complete. The other project for the park is for an estimated value of \$1.7 million and includes the



construction of a new community recreation building, new covered basketball courts, new tennis courts, parking, and new access road. The design on the new community recreation building is 95 percent complete. CIP is currently looking at revising the scope of the work to include the possibility of adding a Cuban museum that is being proposed by a nonprofit organization.

Mary Conway, Director, CIP & Transportation, stated that this is an issue that was raised by the district Commissioner. The district Commissioner has been in discussions with the nonprofit that is proposing a Cuban museum. They have funding within the County's General Obligation Bond to be able to advance the Cuban museum project, and the district Commissioner directed the Administration to look at being able to site the Cuban museum within this park, fronting the roadway. Several meetings have been held with them along those lines, but to be able to site the museum, the plans for the parking building and improvements as designed and permitted would have to be modified, so CIP is in the process of working out some terms and conditions about how the City and the nonprofit could be able to partner so that both projects could move forward. The plans for the community center and what would happen in the park between the roadway and the canal are substantially completed, but there is the issue now of having to go back and redo the site plan, and it may also impact the proposed site plan for the soccer field, which is on the other side of the canal.

In response to Rolando Aedo's inquiry concerning the cost associated with revisiting the plans, Ms. Conway stated the cost could be anywhere between \$50,000 to \$100,000.

In response to Rolando Aedo's question concerning the name of the nonprofit organization, John De Pazos, CIP Department, stated that the name of the nonprofit is Cuban Museum/Museo Cubano, a not-for-profit 501(c)3.

Ms. Conway stated that CIP can pull the history of the City Commission meetings and the blue page items that the Commissioner had to discuss this and share those with the Board at the next meeting and give the board members who represent the district Commissioner the opportunity to speak with him between now and the next meeting. This issue came up several months ago. There were discussion items that were on the Commission agenda that dealt with the Cuban museum and Robert King High Park and the potential siting, and based on the last direction, the Administration has been working with the Cuban Museum to see whether there's ability to colocate and still provide the proposed park amenities, while also allowing the museum to site, and that's why the Department is on hold, pending resolution.

Chairman Flanders stated that the Board has, since its inception, invited each of the district Commissioners to appear before the Board when they have an item or pet project. In this case, everybody seems to be a little out of the loop, and the Board would invite the Commissioner to the meeting next month to update the Board on what his thoughts are. Ms. Conway stated that she would extend the Board's invitation.

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

Mary Conway, Director, CIP & Transportation, reported that this is an item where the Administration took some of the monies that had been earned on interest on the first series bond proceeds to fund a portion of the program management services. As discussed previously, the City CIP Department is funded through administrative charges to all of the funding sources on projects. Based on the volume, typically, the City has advanced approximately \$10 - \$15 million worth of projects annually. In the 2005 budget year, the CIP



**9. Miami Police Department Stables**

Jim Brittain, CIP Department, reported that the horses were moved in in October. The police have been getting it up-to-date. The contractor is currently working through his punch list, and the police have planned some kind of festivities for the 19th of December.

**10. Margaret Pace Park Improvements Phase II**

Ed Herald, CIP Department, reported that the project is substantially complete as of this moment and punch list items are being addressed. The project will be ready to close out within the next 30 days on schedule and under budget.

**11. Grapeland Heights Park Ballfield Complex- Design Built Contract**

Ed Herald, CIP Department, reported that all the environmental remediation has been addressed and was completed in May. Phase I construction is approximately 50 percent complete. The majority of the grading has been done for the ball fields, and the press box and concession building are about 50 percent complete. Phase I is going to be completed ahead of schedule, in consideration of the environmental remediation. The project is now scheduled to be completed in January as opposed to the contractual date of March.

**12. Juan Pablo Duarte- Building Renovations/Expansion**

Marcel Douge, CIP Department, reported that the design is quasi-completed. The final dry run should be obtained by the beginning of next month, and it should be ready for construction as soon as the funds are in place.

**13. Robert King High- New Building and Site Improvements**

Marcel Douge, CIP Department, reported that the project was on hold for a while because of the Cuban museum and it is being restarted now because the hold has been removed. The Department is negotiating with the architect now to restart the project and address the final comments from the Building Department so the dry run can be approved and move into construction after that. The design is approximately 95 percent completed.

**14. Robert King High- Soccer Field**

Marcel Douge, CIP Department, reported that the soccer field was also on hold for a while due to the Cuban museum. There were some issues on relocating that field due to some palm trees that cannot be disturbed, so the Department is currently in negotiations with the architect to redesign the soccer field at another location in the park.

**15. Bicentennial Park Shoreline Stabilization Phase III (Design Phase)**

Marcel Douge, CIP Department, reported that the design is completed. Construction will be ready to begin in December 2006. The Department is awaiting some final papers.

Gary Fabrikant, CIP Department, stated that the Department delayed the start of Phase III for several reasons, and the basic reason is there is a crisis within the insurance industry, so we had to deal with a number of issues. A conscious decision was made to delay the start of the project until after the end of the hurricane season. The reason for this is that builder's risk insurance goes down substantially after the season. The other issue has been trying to negotiate with this and several projects ways to mitigate the costs for builder's risk insurance, so the Department is



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

**UPDATE**

1. DATE: 11/21/08 DISTRICT: 5  
NAME OF PROJECT: HADLEY PARK YOUTH CENTER AND FIELD IMPROVEMENTS  
INITIATING DEPARTMENT/DIVISION: Capital Improvements Program  
INITIATING CONTACT PERSON/CONTACT NUMBER: Reginald Burton (305) 416-1298  
C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: B-35883A

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$9,571,000 (\$714,993 is Homeland Defense, \$500,000 is Impact Fees & \$4,764,995 is Sunshine State Financing Commission)

SOURCE OF FUNDS: Neighborhood Park Improvements  
ACCOUNT CODE(S): CIP # 331419

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

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: \_\_\_\_\_

DESCRIPTION OF PROJECT: New two-story youth center structure of approximately 22,000 square feet. The first floor will include a basketball gym, weight room with adjacent lockers and restrooms, laundry area, classrooms, meeting rooms and storage space. The second floor will include a range classroom/meeting spaces. New drop off area will be constructed with covered entry leading to a central Lobby/Reception area and a new Multi-Purpose Room. A new covered pavilion area will be constructed, parking will be expanded and baseball fields will be reconfigured and upgraded. The baseball fields shall include clay infields, fixed backstops, auxiliary areas of bleachers, electronic scoreboard, dugouts, outfield fence, foul ball netting, storage for each playfield and batting cages. The play field lighting will be upgraded and a fully automatic zoned irrigation system installed. New sidewalks and vita-course will connect the playfields, existing park's walkways and new structures.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 11/17/08  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 11/21/08  
Approved by Commission?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_  
Revision(s) to Original Scope?  YES  NO (If YES see Item 5 below)  
Time Approval  6 months  12 months Date for next Oversight Board Update: \_\_\_\_\_

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: \_\_\_\_\_

CONSTRUCTION COST: \_\_\_\_\_

Is conceptual estimate within project budget?  YES  NO

If not, have additional funds been identified?  YES  NO

Source(s) of additional funds: \_\_\_\_\_

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: \_\_\_\_\_

Justifications for change: \_\_\_\_\_

Description of change: \_\_\_\_\_

Fiscal Impact  YES  NO HOW MUCH? \_\_\_\_\_

Have additional funds been identified?  YES  NO

Source(s) of additional funds: \_\_\_\_\_

Time impact \_\_\_\_\_

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

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

6. COMMENTS:

Board recommended approval of \$714,993 future HD3 funds and requested an update prior to construction phase.

APPROVAL: Robert C. Howard  
BOND OVERSIGHT BOARD

DATE: 11/21/08

Enclosures: Back-Up Materials  YES  NO



CITY OF MIAMI, FLORIDA  
INTER-OFFICE MEMORANDUM

---

TO: Ola O Aluko, Director  
Capital Improvements

DATE: November 14, 2008 FILE: B-35883A

SUBJECT: Hadley Park Youth Center and  
Field Improvements

FROM: Reginald Burton, Construction Manager  
Capital Improvements

REFERENCES:

ENCLOSURES: Project Analysis Form (PAF)

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The above named project requires the following:

**Description:** A PAF to reflect a change in the project name and in the availability of funds for the project. The project scope consists of the furnishing of all labor, materials and equipment for the design and construction of a new two-story youth center structure of approximately 22,000 square feet. The first floor will include an indoor basketball court, a gymnasium, a weight room with adjacent lockers and restrooms, laundry area, classrooms, meeting rooms and storage space. The second floor will include a range of classrooms/meeting spaces with flexible partitions, new Computer room and office spaces. A new drop off area will be constructed with covered entry leading to a central Lobby/Reception area and a new Multi-Purpose Room. A new 1,000 sq. ft. covered pavilion area will be constructed, parking will be expanded and baseball fields will be reconfigured and upgraded to three (3) distinct play areas. The baseball fields shall include one (1) field designed to high school standards and two (2) junior size fields with clay infields, fixed backstops, auxiliary areas of bleachers, electronic scoreboard, dugouts, outfield fence, foul ball netting, storage for each playfield and batting cages. The play field lighting will be upgraded and a fully automatic zoned irrigation system installed. Other park improvements include scattered picnic shelters, a shaded tots' play area, a network of surveillance cameras and improved lighting along an enlarged and refurbished Vita Course with appropriate marking to meet recreation and fitness needs of youths and seniors. New sidewalks and vita course will connect the playfields, existing park's walkways and new structures.

**Justification:** The original name of the project was B-35883 Hadley Sports Complex. The project has been separated into two (2) parts, with this part renamed as B-35883A Hadley Park Youth Center and Field Improvements. (The other project is named B-35883 Hadley Park Restrooms/Concession Building). Available funds have changed from future funding from Impact Fees and Sunshine State Financing Commission to available funds from these sources.

**Funding:** The total funding required for this project is \$9,571,000.00. There are available funds of \$5,264,995.00, future funding from Homeland Defense Bonds in the amount of \$714,993.00 and a shortfall of funds in the amount of \$3,591,012.00

Therefore it is recommended that the Project Analysis Form (PAF) be approved.

RB/sv

cc: David J. Mendez, P.E., Assistant Director Capital Improvements  
Gary Fabrikant, Assistant Director Capital Improvements  
Yvette Maragh, CIP Administrator Capital Improvements  
Marcel Douge, Senior Project Manager Capital Improvements





# PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP

Date Prepared: 14-Nov-2008

14-Nov-2008

NON-CIP

VERSION

ORIGINAL

PROGRAM 331-Parks and Recreation

AREA

2-Recreation & Culture

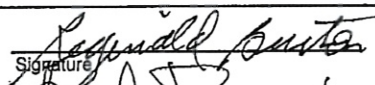

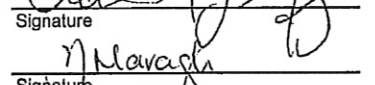



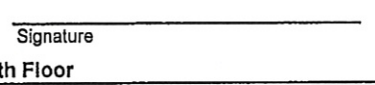
PROJECT NAME: Hadley Park Youth Center and Field Improvements		PROJECT NO: B-35883A
ADDRESS / LOCATION: 1300 NW 50th Street		DISTRICT: 5
PROJECT TEAM: Vertical		PROJECT CONTRACTED COST:
CATEGORY: Parks and Recreation		PROJECT EST. COST: \$ 9,571,000.00
CLIENT DEPT: 58-P&R-Parks and Recreation		CURRENT FUNDS: \$ 5,264,995.00
CLIENT CONTACT: Ed Blanco	TEL.: (305) 416-1253	FUTURE FUNDS: \$ 714,993.00
DESIGN MANAGER: Reginald Burton (CIP)	TEL.: 305-416-1298	FUND SHORTFALL: \$ (3,591,012.00)
CONSTR. MANAGER: Nelson Cuadras (CIP)	TEL.: 305-416-1254	PROCUREMENT: Conventional
EST. DESIGN START: 02/10/09	EST. BID ADV.: 08/10/10	EST. CONSTRUCTION START: 11/11/10
EST. DESIGN END: 02/09/10	EST. AWARD DATE:	EST. CONSTRUCTION END: 05/05/12

PROJECT ESTIMATED AND ACTUAL COSTS	<b>PRODUCTION PHASE (3-DES)</b>		<b>% of Const</b>	<b>Estimated Design</b>	<b>% of Const.</b>	<b>Contracted Design</b>
	Prime Consultant: 0000 To be Assigned	CODE				
	1 Outside Consultant - Prime Basic Design Fee	1.01	8.0%	\$ 616,000.00		
	2 CIP - Design Management	1.04	5.0%	\$ 385,000.00		
	3 General Production Phase contingency	1.01	1.3%	\$ 100,000.00		
	4					
	<b>PRODUCTION TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>
				<b>\$ 1,101,000.00</b>		
	<b>CONSTRUCTION PHASE (4-CON)</b>		<b>CODE</b>	<b>Estimated Construction by PM</b>	<b>Contracted Construction (Formal Bid, Informal Bid or JOC Method)</b>	
	Prime Contractor: 0000 To be Assigned	CODE				
1 Construction Cost (Prime Contractor)	2	91%	\$ 7,000,000.00			
2 Construction Contingency Allowance	2	9%	\$ 700,000.00			
3						
<b>CONSTRUCTION TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>	
			<b>\$ 7,700,000.00</b>			
<b>CONSTRUCTION ADMINISTRATION (8-CEO)</b>		<b>CODE</b>	<b>Estimated CEO</b>	<b>Contracted CEO</b>		
1 Construction Engineering Observation (CEO) Consultant	3.01					
2 Construction Management by CIP Construction Manager	3.04	1.5%	\$ 115,500.00			
3 Construction Inspections by CIP Inspector	3.02	3.5%	\$ 269,500.00			
4 JOC Administration - The Gordian Group	3.03					
5						
<b>CONSTRUCTION ADMINISTRATION TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>	
			<b>\$ 385,000.00</b>			
<b>ADMINISTRATIVE EXPENSES (6-ADM)</b>		<b>CODE</b>	<b>Estimated ADMIN</b>	<b>Contracted ADMIN</b>		
1 CIP Department (Mgmt./Budget/Procurement/Comm.)	4	5.0%	\$ 385,000.00			
2						
<b>ADMINISTRATIVE EXPENSES TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>	
			<b>\$ 385,000.00</b>			
<b>ADDITIONAL PROJECT TASKS</b>		<b>CODE</b>	<b>Estimated TASKS</b>	<b>Contracted TASKS</b>		
1						
<b>ADDITIONAL PROJECT TASKS TOTALS</b>			<b>Estimated</b>		<b>Contracted</b>	
<b>B-35883A PROJECT GRAND TOTAL</b>			<b>Estimated</b>		<b>Contracted</b>	
			<b>\$ 9,571,000.00</b>			

PROJECT SCOPE	Furnishing of all labor, materials and equipment for the design and construction of a new two-story youth center structure of approximately 22,000 square feet. The first floor will include an indoor basketball court, a gymnasium, a weight room with adjacent lockers and restrooms, laundry area, classrooms, meeting rooms and storage space. The second floor will include a range of classrooms/meeting spaces with flexible partitions, new Computer room and office spaces. A new drop off area will be constructed with covered entry leading to a central Lobby/Reception area and a new Multi-Purpose Room. A new 1,000 sq. ft. covered pavilion area will be constructed, parking will be expanded and baseball fields will be reconfigured and upgraded to three (3) distinct play areas. The baseball fields shall include one (1) field designed to high school standards and two (2) junior size fields with clay infields, fixed backstops, auxiliary areas of bleachers, electronic scoreboard, dugouts, outfield fence, foul ball netting, storage for each playfield and batting cages. The play field lighting will be upgraded and a fully automatic zoned irrigation system installed. Other park improvements include scattered picnic shelters, a shaded tots' play area, a network of surveillance cameras and improved lighting along an enlarged and refurbished Vita Course with appropriate marking to meet recreation and fitness needs of youths and seniors. New sidewalks and vita course will connect the playfields, existing park's walkways and new structures.					
	Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

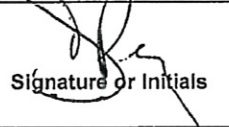
Notes

FUND SOURCES	AWARD NAME AND NUMBER		AVAILABLE	FUTURE
	385200-3 2002 Homeland Defense Bonds (Series 3)	331419 Neighborhood Park Improvements		\$ 714,993.00
1422 367011 Impact Fees - Ord 12750	331419 Neighborhood Park Improvements	\$ 500,000.00		
888961 Sunshine State Financing Commission 1496 Number 2	331419 Neighborhood Park Improvements	\$ 4,764,995.00		
<b>B-35883A FUND GRAND TOTAL</b>			<b>ACTUAL \$ 5,264,995.00</b>	<b>PROJECTED \$ 714,993.00</b>

VALIDATION	Initiated by: <u>Reginald Burton</u> Project Manager		Date: 11/14/08
	Approved by: <u>Marcel Douge</u> Senior Project Manager		Date: 11/19/08
	Reviewed by: <u>David Mendez</u> Assistant Director: Capital Improvements		Date: 11/17/08
	Reviewed by: <u>Yvette Maragh</u> CIP Budget Administrator		Date: 11/17/08
	Verified by: <u>Edwige De Crumpe</u> Program Controls Staff	Initials  11/14/08 Signature 	
	Accepted by: <u>Ola Aluko</u> Director: Capital Improvements		Date: 11/17/08
	Approved by: <u>Ernest Burkeen</u> Director: Parks & Recreation	Signature _____	Date: _____

ORIGINAL TO: Melanie Whitaker / 8th Floor

Initials \_\_\_\_\_

Notes  
 Receipt of PAF by Danette Perez - CIP Public Relations Coordinator  
Project MUST be Presented to the Bond Oversight Board  
 11/18/08 Date Received / Signature or Initials 

Executed PAF MUST be electronically distributed to the following individuals:  
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



2. Additional Funding for Historic Miami High Restoration

**NAME OF PROJECT:** ADDITIONAL FUNDING FOR HISTORIC MIAMI HIGH RESTORATION  
**TOTAL DOLLAR AMOUNT:** \$56,000 (Previously Approved \$250,000 Relocation of Facility, \$668 Site Survey & Testing & \$55,000 Restoration)  
**SOURCE OF FUNDS:** Historic Preservation Initiatives  
**DESCRIPTION OF PROJECT:** The project consists of the restoration and stabilization of the one story wood frame Miami High School Bungalow as a City owned Park Office and Community center.

**THIS ITEM WAS PULLED FROM THE AGENDA BY THE CIP DIRECTOR.**

3. Hadley Park Youth Center and Field Improvements

**NAME OF PROJECT:** HADLEY PARK YOUTH CENTER AND FIELD IMPROVEMENTS  
**TOTAL DOLLAR AMOUNT:** \$9,571,000 (\$614,993 is Homeland Defense, \$500,000 is Impact Fees & \$4,764,995 is Sunshine State Financing Commission)  
**SOURCE OF FUNDS:** Neighborhood Park Improvements  
**DESCRIPTION OF PROJECT:** New two-story youth center structure of approximately 22,000 square feet. The first floor will include a basketball gym, weight room with adjacent lockers and restrooms, laundry area, classrooms, meeting rooms and storage space. The second floor will include a range classroom/meeting spaces. New drop off area will be constructed with covered entry leading to a central Lobby/Reception area and a new Multi-Purpose Room. A new covered pavilion area will be constructed, parking will be expanded and baseball fields will be reconfigured and upgraded. The baseball fields shall include clay infields, fixed backstops, auxiliary areas of bleachers, electronic scoreboard, dugouts, outfield fence, foul ball netting, storage for each playfield and batting cages. The play field lighting will be upgraded and a fully automatic zoned irrigation system installed. New sidewalks and vita-course will connect the playfields, existing park's walkways and new structures.

HD/NIB MOTION 08-31

A MOTION TO FUND THE HADLEY PARK YOUTH CENTER AND FIELD IMPROVEMENTS.

MOVED: M. Cruz  
SECONDED: C. Grant  
ABSENT: R. Aedo, H. Arza, L. Cabrera, K. Apfel, R. Lambert, C. Matos

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



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

ADDITIONAL FUNDING

**COMPLETED**

1. DATE: 11/21/08 DISTRICT: 5  
NAME OF PROJECT: ADDITIONAL FUNDING FOR LUMMUS PARK RECREATION BUILDING  
INITIATING DEPARTMENT/DIVISION: Capital Improvements Program  
INITIATING CONTACT PERSON/CONTACT NUMBER: Carlos Vasquez (305) 416-1206  
C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: B-75859

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$1,094,631 ~~\$149,591~~ is Homeland Defense, \$149,015 is Safe Neighborhood Parks  
Bond & \$196,025 is Sunshine State Financing Commission Number 2 [Previously Approved \$455,000 for Addition  
and Renovation & \$76,020 for Design Services].

SOURCE OF FUNDS: Neighborhood Park Improvements and Lummus Park Shelter & Rehabilitation  
ACCOUNT CODE(S): CIP # 331419 & 333137

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: The project consist of addition and renovations to the recreation building, parking  
lot renovation, provide new walkways through park, additional site lighting, and new lawn irrigation.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 11/17/08  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 11/21/08  
Approved by Commission?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_  
Revision(s) to Original Scope?  YES  NO (If YES see Item 5 below)  
Time Approval  6 months  12 months Date for next Oversight Board Update: \_\_\_\_\_

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST: \_\_\_\_\_

Is conceptual estimate within project budget?  YES  NO

If not, have additional funds been identified?  YES  NO

Source(s) of additional funds: \_\_\_\_\_

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: \_\_\_\_\_

Justifications for change: \_\_\_\_\_

Description of change: \_\_\_\_\_

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

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

6. COMMENTS:

Board recommended approval and requested for project justifications.

APPROVAL: *Robert O. Fink* DATE: 11/21/08  
BOND OVERSIGHT BOARD



CITY OF MIAMI, FLORIDA  
INTER-OFFICE MEMORANDUM

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TO: Ola Aluko, Director  
Capital Improvements Department

DATE: November 10, 2008 FILE: B-75859

FROM: Carlos Vasquez  
Construction Manager, CIP

SUBJECT: PAF for Lummus Park  
Recreation Building  
Rev. 02

*CV*  
*11/13/08*

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**Description:**

The attached Project Analysis Form, (PAF) are to activate and approve funds and scope of work for the above referenced project.

**Justification:**

The project was completed on August 2005, and the permit process finalized on February 2006 in compliance with the 2001 F.B.C. Unfortunately, the permit expired and City of Miami Building Official required the project to comply with the 2004 F.B.C. In order to meet Building Department requirements, a review and revisions to the drawings and specifications were necessary to re-active the permit. Base on those revisions some changes were introduced to the project. Once construction commenced, unforeseen conditions were encountered and impacted not only the construction schedule but cost of construction.

**Scope of Work:**

Drawings review and revisions, specification review and revisions, coordination with consultants. Renovation and addition to the existing historical preserved recreational building and improvements to the overall Park. Additional scope was necessary due to unforeseen conditions.

**Funding:**

The total cost to cover the production ,construction and administration phase has been estimated at \$ 1,094,631.00

The project funding are as follows:

385200-1	2002 Homeland Defense Bonds series 1	331419	\$	545,000.00
385200-8	2002 Homeland Defense Bonds interest	331419	\$	204,591.00
373001	Safe Neighborhood Parks Bond series 1	333137	\$	149,015.00
888961	Sunshine State Financing commission	331419	\$	196,025.00
			\$	1,094,631.00

It is recommended to approve the attached PAF to proceed with the required work

Cc: David J. Mendez, P.E Assistant Director Capital Improvements  
Gary Fabrikant, Assistant Director Capital Improvements  
Yvette Maragh, CIP Administrator Capital Improvements  
Job File

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## Lummus Park Recreation Building Addition, Renovation and Gral Improvements :

**Project #:** B-75859

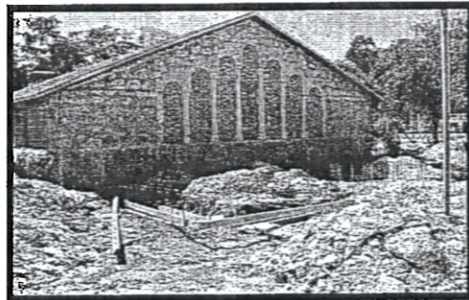
**Scope:** Selective interior & site demolition. Addition of a new Exercise/Aerobics Room. Upgrade lighting, ceilings, floors and finishes at the existing building. Rest Rooms Upgrade per DOJ requirements, New A/C system, parking area and landscaping.

### Justification:

- 1- Client (Parks & Rec) increased the square footage of the addition from 600 SF to 750 SF.\*\*
- 2- Existing Building must be upgraded to current codes ( renovation exceeds 25% ) \*
- 3- Cost of living increases over 3 year period.\* \*
- 4- Additional scope of work to implement the entire park. ( Side walks, Lighting System, Irrigation, Landscaping)\*\*
- 5- Additional scope of work (Architectural Supplemental Information - ASI) \*\*
- 6- Must comply with changes in code from FBC 2001 to 2004, DERM; WASA; NEC; NFPA 101 \*
- 7- Additional ADA requirements for Water Fountain, Ramps, Access, etc. must be complied with \*\*
- 8- Drawings for civil components associated with construction cost \*\*
- 9- City of Miami Federal Settlement with the Department of Justice (DOJ)\*\*
- 10- Additional contingency \*\*
- 11- Increase management fees \*\*

\* Construction

\*\* Design & Construction







# PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP  NON-CIP

Date Prepared:	13-Nov-2008
VERSION	REV02

PROGRAM 331-Parks and Recreation AREA 2-Recreation & Culture

PROJECT NAME: <b>Lummus Park Recreation Building Improvement</b>		PROJECT NO: <b>B-75859</b>
ADDRESS / LOCATION: 360 N.W. 3rd Street		DISTRICT: 5
PROJECT TEAM: Vertical	PROJECT CONTRACTED COST: \$ 911,206.90	
CATEGORY: Parks and Recreation	PROJECT EST. COST: \$ 1,094,631.00	
CLIENT DEPT: 58-P&R-Parks and Recreation	CURRENT FUNDS: \$ 1,094,631.00	
CLIENT CONTACT: Ed Blanco	TEL.: (305) 416-1253	FUTURE FUNDS:
DESIGN MANAGER: Carlos Vasquez (CIP)	TEL.: 305-416-1206	FUND SHORTFALL:
CONSTR. MANAGER: Carlos Vasquez (CIP)	TEL.: 305-416-1206	PROCUREMENT: JOC
EST. DESIGN START: 03/14/05	EST. BID ADV.: 11/15/07	EST. CONSTRUCTION START: 08/15/08
EST. DESIGN END: 01/08/07	EST. AWARD DATE:	EST. CONSTRUCTION END: 03/15/09

PRODUCTION PHASE (3-DES)				% of Const	Estimated Design	% of Const.	Contracted Design
Prime Consultant: 838 The Russell Partnership, Inc				CODE			
1	Outside Consultant - Prime Basic Design Fee	1.01		6.0%	\$ 53,464.00		\$ 53,464.00
2	Outside Consultant - Additional Design Services WO1	1.01		1.7%	\$ 14,767.00		\$ 14,767.00
3	Outside Consultant - Additional Design Services WO2	1.01		0.7%	\$ 6,000.00		\$ 6,000.00
4	CIP - Production Management	1.04		1.8%	\$ 16,000.00		\$ 12,912.00
5	General Production Phase contingency	1.01		1.0%	\$ 9,000.00		
6							
PRODUCTION TOTALS					Estimated \$ 99,231.00		Contracted \$ 87,143.00

CONSTRUCTION PHASE (4-CON)				Estimated Construction by PM		Contracted Construction (Formal Bid, Informal Bid or JOC Method)	
Prime Contractor: 2962 BMA Construction, Inc				CODE			
1	Construction Cost (Prime Contractor)	2		88%	\$ 777,209.00		\$ 777,209.25
2	Construction Contingency Allowance	2		3%	\$ 26,251.00		
3	Change Orders (Prime Contractor)	2		9%	\$ 81,540.00		
4	Miami-Dade WASD	01.01					\$ 1,093.65
CONSTRUCTION TOTALS					Estimated \$ 885,000.00		Contracted \$ 778,302.90

CONSTRUCTION ADMINISTRATION (8-CEO)				Estimated CEO		Contracted CEO	
				CODE			
1	Construction Engineering Observation (CEO) Consultant	3.01					
2	Construction Management by CIP Construction Manager	3.04		5.0%	\$ 44,250.00		\$ 6,762.00
3	JOC Administration - The Gordian Group (Always 1.5%)	3.03		2.5%	\$ 21,900.00		\$ 21,900.00
CONSTRUCTION ADMINISTRATION TOTALS					Estimated \$ 66,150.00		Contracted \$ 28,662.00

ADMINISTRATIVE EXPENSES (6-ADM)				Estimated ADMIN		Contracted ADMIN	
				CODE			
1	CIP Department (Mgmt./Budget/Procurement/Comm.)	4		5.0%	\$ 44,250.00		\$ 17,099.0
2							
ADMINISTRATIVE EXPENSES TOTALS					Estimated \$ 44,250.00		Contracted \$ 17,099.00

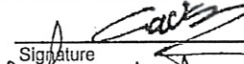

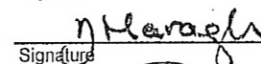

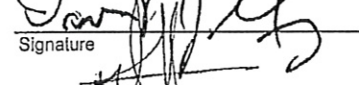
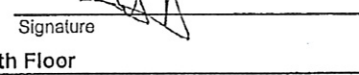
<b>B-75859</b>	<b>PROJECT GRAND TOTAL</b>				Estimated \$ 1,094,631.00		Contracted \$ 911,206.90
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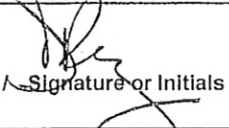
PROJECT ESTIMATED AND ACTUAL COSTS

PROJECT SCOPE	Recreation Building addition and renovations. Renovate parking lot, provide new walkways throughout park, additional site lighting, and new lawn irrigation system.					
	Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

Notes: PAF revised due to building, zoning and planning comments for design and unforeseen conditions on the job site.

FUND SOURCES	AWARD NAME AND NUMBER		AVAILABLE	FUTURE
		385200-1 2002 Homeland Defense Bonds (Series 1)	331419 Neighborhood Park Improvements	\$ 56,675.16
1058	385200-1 2002 Homeland Defense Bonds (Series 1)	331419 Neighborhood Park Improvements	\$ 338,324.84	
	385200-2 2002 Homeland Defense Bonds (Series 2)	331419 Neighborhood Park Improvements	\$ 53,257.00	
1058	385200-2 2002 Homeland Defense Bonds (Series 2)	331419 Neighborhood Park Improvements	\$ 96,743.00	
1058	385200-8 2002 Homeland Defense Series 1 Interest Post 09-30-06	331419 Neighborhood Park Improvements	\$ 204,591.00	
1216	373001 Safe Neighborhood Parks Bond	333137 Lummus Park Shelter & Rehabilitation	\$ 149,015.00	
1496	888961 Sunshine State Financing Commission Number 2	331419 Neighborhood Park Improvements	\$ 196,025.00	
<b>B-75859 FUND GRAND TOTAL</b>			<b>ACTUAL \$ 1,094,631.00</b>	<b>PROJECTED</b>

VALIDATION	Initiated by: <u>Carlos Vasquez</u> Project Manager		Date: <u>11/13/08</u>
	Approved by: <u>Marcel Douge</u> Senior Project Manager		Date: <u>11/13/08</u>
	Reviewed by: _____ Senior Project Manager	Signature _____	Date: _____
	Reviewed by: <u>Yvette Maragh</u> CIP Budget Administrator		Date: <u>11/13/08</u>
	Verified by: <u>Edwige De Crumpe</u> Program Controls Staff	Initials <u>EDC</u> <u>11/13/08</u> Signature 	Date: <u>11/13/08</u>
	Accepted by: <u>David Mendez</u> Assistant Director: Capital Improvements		Date: <u>11/13/08</u>
	Approved by: <u>Ola Aluko</u> Director: Capital Improvements		Date: <u>11/14/08</u>
ORIGINAL TO: <u>Melanie Whitaker / 8th Floor</u>			Initials _____

Notes: Receipt of PAF by Danette Perez - CIP Public Relations Coordinator  
Project MUST be Presented to the Bond Oversight Board  
Date Received: 11/14/08 Signature or Initials: 

Executed PAF MUST be electronically distributed to the following individuals:  
Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF SEPTEMBER 23, 2008 AND OCTOBER 28, 2008.**

HD/NIB MOTION 08-29

A MOTION TO APPROVE THE MINUTES OF THE MEETINGS OF SEPTEMBER 23, 2008 AND OCTOBER 28, 2008.

MOVED: E. Broton  
SECONDED: M. Cruz  
ABSENT: R. Aedo, H. Arza, L. Cabrera, K. Apfel, R. Lambert, C. Matos

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

II. **NEW BUSINESS:**

1. Additional Funding for Lummus Park Recreation Building Improvements

<p><b>NAME OF PROJECT:</b> <u>ADDITIONAL FUNDING FOR LUMMUS PARK RECREATION BUILDING</u> <b>TOTAL DOLLAR AMOUNT:</b> <u>\$1,094,631 (\$749,591 is Homeland Defense, \$149,015 is Safe Neighborhood Parks Bond &amp; \$196,025 is Sunshine State Financing Commission Number 2 [Previously Approved \$455,000 for Addition and Renovation &amp; \$76,020 for Design Services])</u> <b>SOURCE OF FUNDS:</b> <u>Neighborhood Park Improvements and Lummus Park Shelter &amp; Rehabilitation</u> <b>DESCRIPTION OF PROJECT:</b> <u>The project consist of addition and renovations to the recreation building, parking lot renovation, provide new walkways through park, additional site lighting, and new lawn irrigation.</u></p>
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HD/NIB MOTION 08-30

A MOTION TO FUND THE ADDITIONAL FUNDING FOR THE LUMMUS PARK RECREATION BUILDING..

MOVED: M. Cruz  
SECONDED: H. Willis  
ABSENT: R. Aedo, H. Arza, L. Cabrera, K. Apfel, R. Lambert, C. Matos

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



**DEPARTMENT OF CAPITAL IMPROVEMENTS**  
PROJECT OVERVIEW FORM

**PREVIOUSLY APPROVED**

1. DATE: 7/26/05 DISTRICT: 5  
 NAME OF PROJECT: LUMMUS PARK RECREATION ADDITION & RENOVATION  
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation  
 INITIATING CONTACT PERSON/CONTACT NUMBER: Roger Hatton (305) 416-1261  
 C.I.P. DEPARTMENT CONTACT: George Sainz (305) 416-1077  
 RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 331419  
 ADDITIONAL PROJECT NUMBER: B-75859  
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
 TOTAL DOLLAR AMOUNT: \$455,000 (500,000 Allocated, estimated balance \$105,000)  
 SOURCE OF FUNDS: \$395,000 Neighborhood Park Improvements/\$60,000 Safe Neighborhood Park Bond  
 ACCOUNT CODE(S): CIP # 331419 & CIP#333173

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

**3. SCOPE OF PROJECT:**

Individuals / Departments who provided input: \_\_\_\_\_

DESCRIPTION OF PROJECT: Project scope includes a 700 square feet addition to the north of the existing recreation building, to include an open area for fitness equipment, storage for wheelchairs (for new HC basketball program), and storage for grounds maintenance equipment. Renovations to existing building includes, new flooring, upgrade restrooms, replace french doors and sidelites, new roll-down security doors, replace kitchen cabinets, interior painting and pressure clean exterior stone veneer. (Continuation of scope attached)

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 7/19/05  
 Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 7/26/05  
 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: Robert A. Ford DATE: 7/26/05

BOND OVERSIGHT BOARD





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

Date Prepared:	1/10/2005
Revised Date:	2/4/2005
Revised Date:	7/20/2005
Revised Date:	

<b>PROJECT NAME: LUMMUS PARK RECREATION ADDITION AND RENOVATIONS</b>		
ADDRESS / LOCATION: 360 NW 3 Street	PROJECT No.:	B-75859
NET OFFICE: Downtown	DISTRICT:	D5
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$455,000
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1314	ALLOCATED FUNDS: \$455,000
PROJECT MANAGER: George Sainz	TEL.: (305) 416-1077	PROCUREMENT: JOC
CONSTR. MANAGER: George Sainz	TEL.: (305) 416-1077	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 3/14/2005	EST. BID ADV.:	EST. CONSTRUCTION START: 9/1/2005
EST. DESIGN END: 7/10/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 3/1/2006

PRODUCTION PHASE		Percentage	
A. Design Svcs. - Outside Consultant		Prime Consultant: <u>The Russell Partnership</u>	
1	Basic Fees:	12.8%	\$43,520
2	Additional Services:	1.0%	\$3,400
			<b>SUB-TOTAL: \$46,920</b>
B. Design Svcs. - CIP			
1	In-house Basic Design Fee:	0.0%	\$0
2	In-house Additional Design Services:	0.0%	\$0
			<b>SUB-TOTAL: \$0</b>
C. Production Management Services			
1	Prod. Mgmt. of Outside Consultant by CIP:	0.0%	\$0
2	Prod. Mgmt. of Outside Consultant by Industry Partner:	0.0%	\$0
			<b>SUB-TOTAL: \$0</b>
D. Miscellaneous Services			
1	Survey:	Vendor:	\$13,000
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor:	\$2,000
4	Utility Locations (Soft Digs):	Vendor:	\$800
5	Asbestos Survey:	Vendor:	\$2,500
6	Energy / HVAC Calculations:	Vendor:	
7	Phase I Environmental:	Vendor:	
8	Phase II Environmental:	Vendor:	
9	Structural Testing:	Vendor:	
10	Archeological Survey:	Vendor:	
11	Other: Printing	Vendor:	\$2,500
			<b>SUB-TOTAL: \$20,800</b>
E. Special Fees / Assessments:			
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input checked="" type="checkbox"/>	\$500
2	Miami-Dade County Water and Sewer Department (Plan review)		\$500
3	Florida Department of Environmental Protection (Permits):		
4	FDOT (Plans review, inspections, etc.):		
5	South Florida Water Management District (Permits):		
6	U.S. Army Corps of Engineers (Plans review, permits):		
7	HRS (Plans review, inspections, etc.):		\$500
8	Other: State Historic Preservation		
			<b>SUB-TOTAL: \$1,500</b>
<b>PRODUCTION PHASE TOTAL:</b>			<b>\$69,220</b>
<b>CONSTRUCTION PHASE</b>			
F. Construction:		JOC Contractor: _____	
1	Construction Estimate:		\$340,000
2	Contingency Allowance:	3.0%	\$10,200
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
			<b>SUB-TOTAL: \$350,200</b>

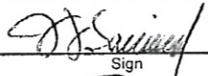

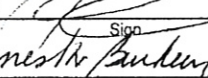
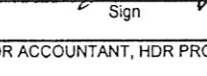
PROJECT COST ESTIMATE

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees			
	1	City of Miami Permits: Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>		
	2	Miami-Dade County Impact Fees:	\$2,500	
	3	Miami-Dade County Archeological Monitoring:		
	4	Other:	\$780	
			<b>SUB-TOTAL:</b>	<b>\$3,280</b>
			<b>CONSTRUCTION PHASE TOTAL:</b>	<b>\$353,480</b>
	<b>CONSTRUCTION ADMINISTRATION</b>			
	H	Construction Inspection Services - CIP:	5.0%	\$17,000
	I	Construction Mgmt. - Industry Partner:	0.0%	\$0
	J	Construction Engineering Observer (CEO) - Industry Partner	0.0%	\$0
	K	JOC Administration	1.5%	\$5,100
			<b>CONSTRUCTION ADMINISTRATION TOTAL:</b>	<b>\$22,100</b>
	<b>ADMINISTRATIVE EXPENSES</b>			
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0%	\$10,200
M	Industry Partner Program Mgmt. Support:	0.0%	\$0	
		<b>ADMINISTRATIVE EXPENSES TOTAL:</b>	<b>\$10,200</b>	
<b>LAND ACQUISITION EXPENSES</b>				
N	Land Cost:			
O	Transaction Costs:	0.0%	\$0	
		<b>LAND ACQUISITION TOTAL:</b>	<b>\$0</b>	
		<b>GRAND TOTAL - ESTIMATED PROJECT COST:</b>	<b>\$455,000</b>	

PROJECT SCOPE	<b>Recreation building:</b>		
	1) A 700 S.F. addition to the north of the existing building, to include an open area for fitness equipment, storage for wheelchairs (for new HC basketball program), and storage for grounds maintenance equipment.		
	2) Renovations to existing building include - new flooring, upgrade restrooms, replace french doors and sidelites, new roll-down security doors, replace kitchen cabinets, interior painting, and pressure clean exterior stone veneer.		
	<b>Site improvements:</b>		
	1) Provide new accessible walkways throughout the park.		
	2) Renovate parking lot, provide wider vehicular entry gate.		
	3) Additional site lighting for walkways.		
	4) New irrigation system.		
	5) ADA upgrades - walkways, site furnishings, water fountain, accessibility to Wagner House structure.		

NOTES	The \$60,000 SNPB funds are future funds to become available in FY' 2005-2006 per Park Dept.
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FUND SOURCES	Fund: Homeland Defense Fund	CIP # 331419	Fiscal Year Available 2005	Amount: \$395,000
	Fund: SNPB	CIP # 333137	2005	Amount: \$60,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	<b>TOTAL ALLOCATED AMOUNT:</b>			

VALIDATION	Project Manager: George Sainz		Date: 7/21/05
	Sr. Project Manager: Fernando Paiva, Jr.		Date: 7/21/05
	Reviewed by: Pilar Saenz CIP Budget Administrator		Date: 7-21-05
	Accepted by: Ernest Burkeen Director of the Client Department		Date: 7/22/05

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



**21. Athalie Range Park Swimming Pool Improvements**

TOTAL DOLLAR AMOUNT: \$1,890,493 (1.35 Million allocated to CIP#331419, estimated balance \$39,952/5 Million Allocated to CIP#311715, estimated balance \$0)  
SOURCE OF FUNDS: \$1,204,564 Neighborhood Park Improvements/\$521,829-D5 Quality of Life/\$164,100-Safe Neighborhood Bond.  
DESCRIPTION OF PROJECT: Project includes the renovation of the existing pool building, restrooms, pool equipment room and pool area. The renovation of the pool building will include but not limited to replacement of the wood trellis at the back of the building, addition of a shade structure, patching and painting of the ceiling, drywall, replacement of the security gates, doors, windows, repair of the buzzer system, installation of lockers, construction of (2) two office spaces, meeting room and replacement of existing floors. (Continuation of scope is attached)

HD/NIB MOTION 05-89

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ATHALIE RANGE PARK SWIMMING POOL IMPROVEMENTS.

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

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

**22. Lummus Park Recreation Addition & Renovations**

TOTAL DOLLAR AMOUNT: \$455,000 (500,000 Allocated, estimated balance \$105,000)  
SOURCE OF FUNDS: \$395,000 Neighborhood Park Improvements/\$60,000 Safe Neighborhood Park Bond  
DESCRIPTION OF PROJECT: Project scope includes a 700 square feet addition to the north of the existing recreation building, to include an open area for fitness equipment, storage for wheelchairs (for new HC basketball program), and storage for grounds maintenance equipment. Renovations to existing building includes, new flooring, upgrade restrooms, replace french doors and sidelites, new roll-down security doors, replace kitchen cabinets, interior painting and pressure clean exterior stone veneer. (Continuation of scope attached).

HD/NIB MOTION 05-90

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE LUMMUS PARK RECREATION ADDITION & RENOVATIONS.

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

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

- 25. Lummus Park Recreation Addition and Renovation – Design Services AND
- 26. Lummus Park Recreation Addition and Renovation

Edgar Munoz, CIP Department, reported that the design is complete, and the project is currently in the permitting and pricing stages. The estimated construction timeframe is May 2006 through November 2006.

- 27. Morningside Park Recreation Building Improvements – Design Services AND
- 28. Morningside Park Recreation Building Improvements

Edgar Munoz, CIP Department, reported that the design for the project is complete and is currently under permitting approval and pricing. The scope of work is 900 square feet of addition and building renovations to meet ADA. The estimated construction timeframe is April 2006 through February 2007.

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

**V. ADDITIONAL ITEMS:**

1. Mary Conway, Director, CIP & Transportation, at the request of Luis Cabrera, stated that she would make a request to have Fire and Police Department representatives attend an upcoming BOB meeting to give an update on what they have been doing and compile a wish list or desired improvements list.

2. Mary Conway, Director, CIP & Transportation, in response to a question posed by Luis Cabrera, stated that the video detailing the proposed police facility involved a facility that was estimated to be approximately 96,000 square feet; was going to be much more elaborate than the plan conceived right now. The CIP Department went through an assessment of costing what the building would be, realizing that it would be significantly in excess of the available funding. The Department has since coordinated very closely with the Police Department and staff. The building has been scaled down to what they feel are the absolute minimum essential elements that would be needed for the police college. The Department anticipates that, at the end of the day, the final cost of the project will probably be in a \$17 - \$19 million range, above the \$10 million. However, there is a commitment on behalf of the Administration that the project will move forward, and the Department will seek and find the additional funding to support the schedule that has been developed for the project, which right now is a 12-month production schedule from the time the contract's executed at the end of March. Plans should be ready to go out for bid around this time next year. Collaborative partnership options are being explored with other agencies that might be able to share facilities and space in the building. The City is committed to seeing this project move forward.

3. Mary Conway, Director, CIP & Transportation, in response to a question concerning traffic calming devices posed by Jason Manowitz, stated that the studies for both Silver Bluff and Shenandoah have been brought before the Commission, approved by the Commission. They've been submitted to Miami-Dade County Public Works for review and approval. She believes approval by Miami-Dade County Public Works is in place.



**5. Morningside Park Recreation Building Improvements**

Marcel Douge, CIP Department, reported that the project is in the dry run permitting process. It is 95 percent completion. The permitting process should be completed by September, and after that, bidding and construction will begin.

**6. Lummus Park Recreation Addition & Renovation**

Marcel Douge, CIP Department, reported that the project is in the dry run permitting process. The process is 95 percent complete, and it is expected to be completed by September 2006.

In response to a question from Mariano Cruz concerning the stables, Gary Fabrikant, CIP Department, stated that the stables are currently under construction. There have been some issues with the contractor's performance, and the Department is working very closely with them. The construction was originally anticipated to be complete by August, but now construction will probably be complete in October.

**7. Williams Park Improvements**

Marcel Douge, CIP Department, reported that the project is in the dry run permitting project. The process is approximately 95 percent complete, and it is anticipated to be completed by the end of August or early September 2006.

**8. SW 16 Terrace Road Reconstruction – Phase II**

Jose Ortega, CIP Department, reported that the estimated cost of the project is \$1.259 million. The improvements to the road are installation of curb and gutter, drainage, sidewalk, and new asphalt. The project is at the punched list stage. The project is 95 percent completed, and completion is anticipated for mid-August.

**9. Virrick Park Library Addition**

Jose Ortega, CIP Department, reported that there had been some issues with FP&L removing light poles, but that has been resolved. The project is 10 percent complete. The project is anticipated to be complete in early March 2007.

**10. Virrick Park Pool Building Renovation**

Jose Ortega, CIP Department, reported that the project will not begin until the summer program has completed. The project is the remodeling of the existing pool building, including demolition of the plumbing in the bathrooms and making it ADA compliant. Construction is scheduled to begin early October, and the project is anticipated to be completed in April 2007.

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

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

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

#### 5. Armbrister Park Recreation Building Improvements

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

#### 6. Dorsey Park Building Renovation

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

#### 7. Morningside Park Recreation Building Improvements

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

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

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

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

#### 9. Williams Park Improvements

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



Ola O. Aluko, CIP Director, stated that the intent is to put a brand-new facility in the park, and the designers have worked out a parking scheme so that the parking does not encroach into the baseball or football fields.

12. Athalie Range Mini Stadium Complex

Ed Blanco, Parks & Recreation, reported that the project design has been completed. The project will be put on hold until more funds are available to fund the project to bid it out and get it under construction.

13. Douglas Park Recreation Building Renovations Design Services

Ed Blanco, Parks & Recreation, reported that there has to be a brand-new building at Douglas Park and there are no parking issues at the park. There is a detached restroom building that is not ADA compliant, so the building has to be demolished and reconstructed. The project is on hold for now.

14. Juan Pablo Duarte Building Renovations/Expansion

Ed Blanco, Parks & Recreation, reported that the project does not have the funding available to be completed so it is being put on hold for the future series bond issuance.

15. Lummus Park Recreation Addition & Renovation

Ed Blanco, Parks & Recreation, reported that the park will probably be under construction within the next couple of months. The design has been completed and the construction documents are completed. The project is funded and it will be awarded to a contractor soon.

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

**VI. ADDITIONAL ITEMS:**

HD/NIB MOTION 08-26

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: R. Aedo  
SECONDED: H. Arza  
ABSENT: M. Cruz, R. Lambert, G. Reshefsky, J. Reyes, J. Solares, H. Willis

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



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

COMPLETED

ADDITIONAL FUNDING

1. DATE: 4/22/08 DISTRICT: 2
NAME OF PROJECT: Additional Funding for Dorsey Park Building Renovation Expansion
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Carlos Vazquez (305) 416-1206
C.I.P. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280
RESOLUTION NUMBER: CIP/PROJECT NUMBER: B-75840

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [ ] NO If yes,
TOTAL DOLLAR AMOUNT: \$637,400 (\$310,000 Previously Approved)
SOURCE OF FUNDS: Neighborhood Park Improvements & Acquisition
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: This project consists of selective interior demolition and site demolition, 1,000 S.F. addition of new gym and new homework/aerobics room, upgrade lighting, ceiling, floor and finishes at the existing building and new A/C system, parking area and landscaping.

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

Approved by Audit Committee? [X] YES [ ] NO [ ] N/A DATE APPROVED: 4/15/08
Approved by Bond Oversight Board? [ ] YES [ ] NO [ ] N/A DATE APPROVED: 4/22/08
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: 4/22/08
BOND OVERSIGHT BOARD

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



**Dorsey Park Building Renovation Expansion:**

**Project #:** B-75840

**Scope:** Selective interior & site demolition. 1,000 sq.ft. addition of a new gym and a homework /aerobics room. Upgrade lighting, ceilings, floors and finishes at the existing building. New A/C system, parking area and landscaping.

<i>Date:</i>	<i>Allocations</i>	<i>Original Approval</i>	<i>Balance of Allocation</i>	<i>2008 Revised PAF</i>	<i>Additional Approval Being Requested</i>
2005	\$ 500,000	\$ 310,000	\$ 190,000		
2007	\$ 500,000				
2008				\$ 637,400	
	<u>\$ 1,000,000</u>				<u>\$ 327,400</u>

2008 Revised PAF of \$637,400 less Original Approval of \$310,000 = Current Request \$327,400

\$1,000,000 in funding is available because the project was allocated \$500,000 in 2005 and was included in the 2007 reallocation for an additional \$500,000, which was approved by B.O.B. and City Commission.

The difference between the \$1,000,000 allocation and the required \$637,400 will be reallocated to other projects within the same district, a balance of \$362,600.

**Justification:**

- 1- Client (Parks & Rec) increased the square footage of the addition from 600 SF to 1,000 SF. \*\*
- 2- Existing Building must be upgraded to current codes ( renovation exceeds 25% ) \*
- 3- Cost of living increases over 3 year period. \*
- 4- Additional scope of work (Architectural Supplemental Information - ASI) \*\*
- 5- Must comply with changes in code from 2001 to 2004 \*\*
- 6- Additional ADA requirements for Water Fountain, Ramps, Access, etc. must be complied with \*
- 7- Drawings for civil components associated with construction cost \*\*
- 8- Additional contingency \*\*
- 9- Increase management fees \*\*

\* Construction


\*\* Design & Construction

CITY OF MIAMI, FLORIDA  
**INTER-OFFICE MEMORANDUM**

TO: Ola Aluko, Director  
 Capital Improvements Department

DATE: April 17, 2008 FILE: B-75840

SUBJECT: PAF for Dorsey Park Renovation  
 and Expansion

FROM: Carlos Vasquez  
 Construction Manager, CIP 

**Description:**

The attached Project Analysis Form, (PAF) is to activate and approve funds and scope of work for the above referenced project

**Scope of Work:**

The project scope of work is; selective interior demolition, 1,000 SQ. FT. addition of a new Gym and new Homework /aerobics room, new HVAC system, upgrade Rest Rooms to ADA compliance, upgrade lighting, ceilings, floor and finishes at the existing building, parking area and landscaping.

**Funding:**

The total cost to cover design; construction and project administration have been estimated in an amount of \$ 637,400.00 and are funded as follows:

385200-1	2002 Homeland Defense Bonds series 1	\$ 19100.00
385200-1	2002 Homeland Defense Bonds Series 1 Interest Post 09-30-06	<u>\$ 33,250.00</u>
385200-2	2002 Homeland Defense Bonds Series 1 Interest Post 09-30-06	<u>\$ 585,050.00</u>
		\$637,400.00
385200-3	2002 Homeland Defense Bonds Series 1 projected	<u>\$ 362,600.00</u>

<u>Date:</u>	<u>Allocations</u>	<u>Original Approval</u>	<u>Balance of Allocation</u>	<u>2008 Revised PAF</u>	<u>Additional Approval Being Requested</u>
2005	\$ 500,000	\$ 310,000	\$ 190,000		
2007	\$ 500,000				
2008				\$637,400	
	<u>\$1,000,000</u>				<u>\$ 327,400</u>

2008 Revised PAF of \$637,400 less Original Approval of \$310,000 = Current Request \$327,400



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The difference between the \$1,000,000 allocation and the required \$637,400 will be reallocated to other projects within the same district, a balance of \$362,600.

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- 6- Additional ADA requirements for Water Fountain, Ramps, Access, etc. must be complied with \*
- 7- Drawings for civil components associated with construction cost \*\*
- 8- Additional contingency \*\*
- 9- Increase management fees \*\*

\* Construction

\*\* Design & Construction

It is recommended to approve the attached Project Analysis Form to proceed with the required work

Cc: David J. Mendez, P.E Assistant Director Capital Improvements  
Gary Fabrikant, Assistant Director Capital Improvements  
Yvette Maragh, CIP Administrator Capital Improvements  
Job File



# PROJECT ANALYSIS FORM

## Capital Improvements & Transportation

CIP  NON-CIP

Date Prepared:	16-Apr-2008
VERSION	ORIGINAL

PROGRAM 331-Parks and Recreation AREA 2-Recreation & Culture

PROJECT NAME: Dorsey Park Building Renovation Expansion		PROJECT NO: B-75840
ADDRESS / LOCATION: 1701 N.W. 1st Avenue		DISTRICT: 2
PROJECT TEAM: Vertical		PROJECT CONTRACTED COST: \$ 52,348.32
CATEGORY: Parks and Recreation		PROJECT EST. COST: \$ 637,400.00
CLIENT DEPT: 58-P&R-Parks and Recreation		CURRENT FUNDS: \$ 637,400.00
CLIENT CONTACT: Ed Blanco	TEL.: (305) 416-1253	FUTURE FUNDS: \$ 362,600.00
DESIGN MANAGER: Edgar Muñoz (CIP)	TEL.: 305-416-1275	FUND SHORTFALL:
CONSTR. MANAGER: Reginald Burton (CIP)	TEL.:	PROCUREMENT: JOC
EST. DESIGN START: 03/15/05	EST. BID ADV.: 01/10/08	EST. CONSTRUCTION START: 03/25/08
EST. DESIGN END: 11/30/06	EST. AWARD DATE:	EST. CONSTRUCTION END: 11/25/08

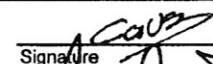


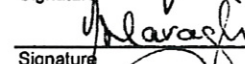

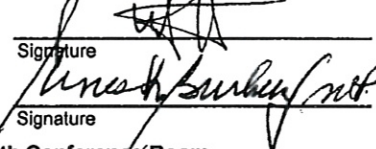
PROJECT ESTIMATED AND ACTUAL COSTS	<b>PRODUCTION PHASE (3-DES)</b>		% of Const	Estimated Design	% of Const	Contracted Design
	Prime Consultant: <u>6202 Ferguson, Glasgow, Schuster, Soto</u> CODE					
	1	Outside Consultant - Prime Basic Design Fee	1.01	6.5% \$ 33,250.00		
	2	CIP - Production Management	1.04	4.5% \$ 23,000.00		
	3	General Production Phase contingency	1.01	2.9% \$ 15,000.00		
	4					
	<b>PRODUCTION TOTALS</b>			Estimated	Contracted	
				\$ 71,250.00	\$ 42,170.00	
	<b>CONSTRUCTION PHASE (4-CON)</b>			Estimated Construction by PM	Contracted Construction (Formal Bid, Informal Bid or JOC Method)	
	Prime Contractor: <u>0000 To be Assigned</u> CODE					
1	Construction Cost (Prime Contractor)	2	84% \$ 430,000.00			
2	Construction Contingency Allowance	2	16% \$ 80,000.00			
3						
<b>CONSTRUCTION TOTALS</b>			Estimated	Contracted		
			\$ 510,000.00			
<b>CONSTRUCTION ADMINISTRATION (8-CEO)</b>			Estimated CEO	Contracted CEO		
CODE						
1	Construction Engineering Observation CIP/Transportation	3.02	4.5% \$ 23,000.00			
2	JOC Administration - The Gordian Group (Always 1.5%)	3.03	1.5% \$ 7,650.00			
3						
<b>CONSTRUCTION ADMINISTRATION TOTALS</b>			Estimated	Contracted		
			\$ 30,650.00	\$ 3,488.32		
<b>ADMINISTRATIVE EXPENSES (6-ADM)</b>			Estimated ADMIN	Contracted ADMIN		
CODE						
1	CIP Department (Mgmt./Budget/Procurement/Comm.)	4	5.0% \$ 25,500.00			
2						
<b>ADMINISTRATIVE EXPENSES TOTALS</b>			Estimated	Contracted		
			\$ 25,500.00	\$ 6,690.00		
<b>ADDITIONAL PROJECT TASKS</b>			Estimated TASKS	Contracted TASKS		
CODE						
1	OTHER EXPENSES (7-OTH)	7				
2						
<b>ADDITIONAL PROJECT TASKS TOTALS</b>			Estimated	Contracted		
<b>B-75840 PROJECT GRAND TOTAL</b>			Estimated	Contracted		
			\$ 637,400.00	\$ 52,348.32		




PROJECT SCOPE	Selective interior demolition and site demolition. 1,000 SF addition of a new gym and a new homework / aerobics room. Upgrade lighting, ceiling, floor and finishes at the existing building. New A/C system, parking area and landscaping.					
	Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

Notes	
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FUND SOURCES	AWARD NAME AND NUMBER		AVAILABLE	FUTURE	
		385200-1 2002 Homeland Defense Bonds (Series 331419 Neighborhood Park Improv	\$	19,100.00	
	1058	385200-1 2002 Homeland Defense Bonds (Series 331419 Neighborhood Park Improv	\$	33,250.00	
		385200-2 2002 Homeland Defense Bonds (Series 331419 Neighborhood Park Improv	\$	585,050.00	
		385200-3 2002 Homeland Defense Bonds (Series 331419 Neighborhood Park Improv			\$ 362,600.00
	<b>B-75840 FUND GRAND TOTAL</b>	\$	<b>ACTUAL</b> 637,400.00	<b>PROJECTED</b> 362,600.00	

VALIDATION	Initiated by: <u>Carlos Vasquez</u> Project Manager		Date: <u>4/16/08</u>
	Approved by: <u>Marcel Douge</u> Senior Project Manager		Date: <u>4/16/08</u>
	Reviewed by: <u>David Mendez</u> Assistant Director: Capital Improvements		Date: <u>4/17/08</u>
	Reviewed by: <u>Yvette Maragh</u> CIP Budget Administrator		Date: <u>4/16/08</u>
	Verified by: <u>Edwige De Crumpe</u> / Program Controls Staff	Initials: <u>EDC</u>	
	Accepted by: <u>Ola Aluko</u> Director: Capital Improvements		Date: <u>4/16/08</u>
	Approved by: <u>Ernest Burkeen</u> Director: Parks & Recreation		Date: <u>4/16/08</u>
	ORIGINAL TO: <u>Melanie Whitaker</u> / 10th Floor South Conference Room	Initials: _____	

Notes	Receipt of PAF by Danette Perez - CIP Public Relations Coordinator	
	<u>Project MUST be Presented to the Bond Oversight Board</u>	<u>4/17/08</u>  Date Received / Signature or Initials

Executed PAF MUST be electronically distributed to the following individuals:  
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.

- Additional Funding for Dorsey Park Building Renovation Expansion

**NAME OF PROJECT:** Additional Funding for Dorsey Park Building Renovation Expansion  
**TOTAL DOLLAR AMOUNT:** \$637,400 (\$310,000 Previously Approved)  
**SOURCE OF FUNDS:** Neighborhood Park Improvements & Acquisition  
**DESCRIPTION OF PROJECT:** This project consists of selective interior demolition and site demolition, 1,000 S.F. addition of new gym and new homework/aerobics room, upgrade lighting, ceiling, floor and finishes at the existing building and new A/C system, parking area and landscaping.

HD/NIB MOTION 08-14

A MOTION TO FUND THE ADDITIONAL FUNDING FOR THE DORSEY PARK BUILDING RENOVATION EXPANSION.

MOVED: M. Cruz  
 SECONDED: M. Reyes  
 ABSENT: R. Aedo, H. Arza, L. Cabrera, J. Reyes, J. Solares

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

**IV. UPDATES:**

- College of Policing

Ola O. Aluko, Director, CIP, reported that the College of Policing is the first of its kind in the country. It is a 112,000-square foot, 5-story facility, which will accommodate the training of police cadets and also serve as a magnet school for law studies for the Miami-Dade County Public School System. A ceremonial ground-breaking was held back in December. The Department expects to have a very good relationship with the contractor, Pirtle Construction. The project is scheduled for completion in October 2009.

- Museum Park Master Plan

Ola O. Aluko, Director, CIP, reported that the master plan was approved by the City Commission in March. The plan was received very well by the City Commission. The Department is currently in negotiations with Cooper Robertson to negotiate the construction documents. Hopefully, the contract will be brought to the City Commission during the May 8 City Commission meeting.



### III. UPDATES:

#### 1. Additional Funding for Dinner Key Dredging/Dinner Key Mitigation

Eileen Broton reported that the project design is complete and the bidding process will begin soon. The mitigation piece of the project was added in the initial cost of the entire project and that permit is forthcoming. There are two components of the project and those two components are separate at this point. CIP proposes to close this project number out and make it into two separate projects with the same number, but designated A and B.

#### 2. Additional Funding for Henderson Park New Offices/Restroom Facility

Eileen Broton reported that the project was previously approved in 2007. The original estimate for the project was very low. The additional items on the project include improvements such as different lighting, landscaping and things that make the project nicer. The project design will be completed very soon and permitting is anticipated in 2009.

#### 3. Additional Funding for Dorsey Park Building Renovation Expansion

Eileen Broton reported that the project scope includes a new gym and a new area for homework and aerobics. The structure is being expanded by approximately 1,000 square feet. The project includes upgraded lighting, the parking area, air conditioning systems and landscaping. The estimated completion of this work is February 2009.

#### 4. Gibson Park Improvements Phase II

Eileen Broton reported that the project was completed. The major challenge on the project was the roof repair. The issue is that the project design had three different types of roofs for different sections so it took a lot of engineering to come up with a proper roof design so that it wouldn't leak. The project also included remodeling of the pool bathhouse, a new multipurpose building and a food prep building. The project came in close to the cost estimate for that phase.

### IV. CHAIRPERSON'S OPEN AGENDA:

- **Annual Report**

Chairman Flanders reviewed the annual report additions with the Board. The new additions included the Board's project total to date and a paragraph stating that the CIP Department has returned trust to the City and integrity to the process, thus encouraging the City's elected officials to pursue the possibility of offering another bond program, voted by the citizens, that continues the rebuilding of Miami's infrastructure.

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



PREVIOUSLY APPROVED

1. DATE: 7/26/05 DISTRICT: 2
NAME OF PROJECT: DORSEY PARK BUILDING RENOVATION PROJECT
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Roger Hatton (305) 416-1261
C.I.P. DEPARTMENT CONTACT: Edgar Munoz (305) 416-1275
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER: B-75840 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$310,000 (500,000 Allocated, estimated balance \$190,000).
SOURCE OF FUNDS: Neighborhood Park Improvements
ACCOUNT CODE(S): CIP # 331419

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

3. SCOPE OF PROJECT:

Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: Project scope includes restroom, new fixtures and compliance with ADA requirements, replace doors and rolldowns, install new lighting, install new shelving in existing storage area, install new floor tile and new ceiling, new central air conditioner system and building addition to Gym and Homework/Aerobics room (988 Square feet)
Note: Existing building area = 2,467 Square feet, total new area is = 3,456 Square feet)

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 7/19/05
Approved by Bond Oversight Board? X YES NO N/A DATE APPROVED: 7/26/05
Approved by Commission? YES NO N/A DATE APPROVED:
Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES:
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

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

5. REVISIONS TO ORIGINAL SCOPE

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

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

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

6. COMMENTS:

APPROVAL: [Signature] DATE: 7/26/05
BOND OVERSIGHT BOARD





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

Date Prepared:	1/2/2005
Revised Date:	2/11/2005
Revised Date:	7/20/2005
Revised Date:	

<b>PROJECT NAME: DORSEY PARK BUILDING RENOVATION</b>		
ADDRESS / LOCATION: 1701 NW 1 Avenue	PROJECT No.:	B-75840
NET OFFICE: Overtown	DISTRICT:	D2
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$310,000
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1314	ALLOCATED FUNDS: \$310,000
PROJECT MANAGER: Edgar Munoz	TEL.: (305) 416-1275	PROCUREMENT: JOC
CONSTR. MANAGER:	TEL.:	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 2/21/2005	EST. BID ADV.:	EST. CONSTRUCTION START: 7/18/2005
EST. DESIGN END: 6/6/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 12/12/2005

PRODUCTION PHASE		Percentage	
A.	Design Svcs. - Outside Consultant	Prime Consultant: Ferguson, Glasgow,	
1	Basic Fees:	Schuster, Soto, Inc.	11.4% \$25,450
2	Additional Services:		0.9% \$2,000
		<b>SUB-TOTAL:</b>	<b>\$27,450</b>
B.	Design Svcs. - CIP		
1	In-house Basic Design Fee:		
2	In-house Additional Design Services:		
		<b>SUB-TOTAL:</b>	
C.	Production Management Services		
1	Prod. Mgmt. of Outside Consultant by CIP:		4.0% \$8,920
2	Prod. Mgmt. of Outside Consultant by Industry Partner:		
		<b>SUB-TOTAL:</b>	<b>\$8,920</b>
D.	Miscellaneous Services		
1	Survey:	Vendor:	\$3,000
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor:	
4	Utility Locations (Soft Digs):	Vendor:	
5	Asbestos Survey:	Vendor: All State Lab	\$2,500
6	Energy / HVAC Calculations:	Vendor:	
7	Phase I Environmental:	Vendor:	
8	Phase II Environmental:	Vendor:	
9	Structural Testing:	Vendor:	
10	Archeological Survey:	Vendor:	
11	Other:	Vendor:	
		<b>SUB-TOTAL:</b>	<b>\$5,500</b>
E.	Special Fees / Assessments:		
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	
2	Miami-Dade County Water and Sewer Department (Plan review)		
3	Florida Department of Environmental Protection (Permits):		
4	FDOT (Plans review, inspections, etc.):		
5	South Florida Water Management District (Permits):		
6	U.S. Army Corps of Engineers (Plans review, permits):		
7	HRS (Plans review, inspections, etc.):		
8	Other:		
		<b>SUB-TOTAL:</b>	
<b>PRODUCTION PHASE TOTAL:</b>			<b>\$41,870</b>
<b>CONSTRUCTION PHASE</b>			
F.	Construction:	JOC Contractor:	
1	Construction Estimate:		\$223,000
2	Contingency Allowance:	10.0%	\$22,300
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
		<b>SUB-TOTAL:</b>	<b>\$245,300</b>

PROJECT COST ESTIMATE

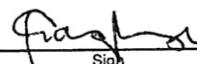

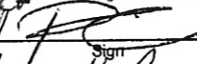
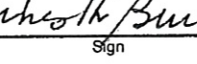


PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees			
	1	City of Miami Permits: Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>		
	2	Miami-Dade County Impact Fees:		
	3	Miami-Dade County Archeological Monitoring:		
	4	Other:	\$1,645	
			<b>SUB-TOTAL:</b>	<b>\$1,645</b>
	<b>CONSTRUCTION PHASE TOTAL:</b>			<b>\$246,945</b>
	<b>CONSTRUCTION ADMINISTRATION</b>			
	H	Construction Inspection Services - CIP:	5.0%	\$11,150
	I	Construction Mgmt. - Industry Partner:		
	J	Construction Engineering Observer (CEO) - Industry Partner		
	K	JOC Administration	1.5%	\$3,345
	<b>CONSTRUCTION ADMINISTRATION TOTAL:</b>			<b>\$14,495</b>
	<b>ADMINISTRATIVE EXPENSES</b>			
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0%	\$6,690
M	Industry Partner Program Mgmt. Support:			
<b>ADMINISTRATIVE EXPENSES TOTAL:</b>			<b>\$6,690</b>	
<b>LAND ACQUISITION EXPENSES</b>				
N	Land Cost:			
O	Transaction Costs:			
<b>LAND ACQUISITION TOTAL:</b>				
<b>GRAND TOTAL - ESTIMATED PROJECT COST:</b>			<b>\$310,000</b>	

PROJECT SCOPE	1) Restroom, New Fixtures and Compliance with ADA Requirements
	2) Replace Doors and Rolldowns
	3) Install New Lighting
	4) New Shelving in Existing Storage Area
	5) Install New Floor Tile and New Ceiling
	6) Central Air Conditioner System
	7) Building Addition for Gym and Homework/Aerobics Room (988 S.F.)
	Note: Existing Building Area = 2,467 square feet Total new Area = 3,456 square feet

NOTES	Th Scope of Work includes all actual needs, however, not all items may be done due to funding. The work will be done in order of priority set above.

FUND SOURCES	Fund: Homeland Defense Fund	CIP # 331419	Fiscal Year Available	Amount: \$310,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	<b>TOTAL ALLOCATED AMOUNT:</b>			

VALIDATION	Project Manager: Edgar Munoz		Date: 7/21/05
	Sr. Project Manager: Fernando Paiva		Date: 7/21/05
	Reviewed by: Pilar Saenz CIP Budget Administrator		Date: 7-21-05
	Accepted by: Ernest Burkeen Director of the Client Department		Date: 7/21/05

**13. Dorsey Park Building Renovations**

TOTAL DOLLAR AMOUNT: \$310,000 (500,000 Allocated, estimated balance \$190,000).  
SOURCE OF FUNDS: Neighborhood Park Improvements  
DESCRIPTION OF PROJECT: Project scope includes restroom, new fixtures and compliance with ADA requirements, replace doors and rolldowns, install new lighting, install new shelving in existing storage area, install new floor tile and new ceiling, new central air conditioner system and building addition to Gym and Homework/Aerobics room (988 Square feet)  
Note: Existing building area = 2,467 Square feet, total new area is = 3,456 Square feet)

HD/NIB MOTION 05-82

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE DORSEY PARK BUILDING RENOVATIONS WITH THE COMMITMENT FROM THE ADMINISTRATION TO PURSUE ADDITIONAL FUNDING FOR IMPROVEMENTS IDENTIFIED AS NEEDS AT DORSEY PARK.

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

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

**14. Miami Watersports Complex Hangar Improvements**

TOTAL DOLLAR AMOUNT: \$532,785 (10 Million Bond Authorization, 1<sup>st</sup> Series Allocation-\$1.7 Million + swaps per ordinance \$1,622,000, estimated balance \$0)  
SOURCE OF FUNDS: \$50,000 Citywide Waterfront Improvements & \$482,785 Safe Neighborhood Bond  
DESCRIPTION OF PROJECT: The project consists of improvements to a historic structure, therefore all improvements are in accordance with City, State and Federal Historic requirements. Project consists of remodeling approximately 5,000 square feet of existing building located at 2600 Bay Shore Drive and includes but not limited to removing the existing storage rooms to accommodate the new toilet rooms. Remove existing wood steps required to accommodate the ADA compliant concrete ramp. (Continuation of scope is attached)

HD/NIB MOTION 05-83

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE MIAMI WATERSPORTS COMPLEX HANGAR IMPROVEMENTS.

MOVED: M. Reyes  
SECONDED: M. Cruz  
ABSENT: E. Broton, L. Cabrera, R. Cayard, L. De Rosa, D. Marko, J. Reyes, A. Sumner

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



**17. Spring Garden Point Park Renovation of the Historic Seybold Carriage House**

Mary Conway, Director, CIP & Transportation, reported that when the item was brought before the Board, it was for approval of \$300,000 of historic preservation initiative monies to be used for the restoration of the building at the site. At that point, the project had been managed and administered by the neighborhood association. Some time later, CIP was asked to get involved and started looking at the scope of the project, validating of the cost estimate. The existing structure is in very deteriorated condition, so CIP sought an independent estimate for what the true cost was anticipated to be to restore the structure at the existing site and also to do some seawall repairs. Based on the information CIP has, there is a significant funding shortfall, so the project that was brought before the Board is on hold until the discrepancy associated with the funding shortfall can be resolved. The original 300,000 was only anticipated for the building and did not take into account seawall or site work that would also be required.

- 18. Dorsey Park Building Renovation – Design Services**  
AND
- 19. Dorsey Park Building Renovation**

Edgar Munoz, CIP Department, reported that the scope of work includes a 900 square foot addition and interior renovations to comply with ADA. The original estimated project cost is \$440,000. The design is complete and the permit plans have been approved by the Building Department. The construction will start March 2006 and will end December 2006.

- 20. Roberto Clemente Park Building Renovation – Design Services**  
AND
- 21. Roberto Clemente Park Building Renovation**

Edgar Munoz, CIP Department, reported that the building renovations include roof replacement and compliance with ADA for the entire building. The original project cost estimate is \$725,000. The estimated construction start date is March 2006 and the estimated completion date is January 2007.

- 22. Williams Park Pool and ADA Improvements – Design Services,**
- 23. Williams Park Recreation Building Improvements and Expansion – Design Services**  
AND
- 24. Williams Park Improvements**

Fernando Paiva, CIP Department, reported that the project includes the renovation of the existing 2,000 square foot building, new 2,106 square foot addition, and renovations to the pool house. The scope of work also includes landscaping, new walkways, and addressing the drainage problems. The consultant is currently addressing the Building Department comments, and the estimated construction start date is March or April 2006 and completion in March 2007. There are permitting issues that the Department has been addressing, as well as issues with the design.

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

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

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

#### 5. Armbrister Park Recreation Building Improvements

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

#### 6. Dorsey Park Building Renovation

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

#### 7. Morningside Park Recreation Building Improvements

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

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

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

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

#### 9. Williams Park Improvements

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