

HOMELAND DEFENSE/ NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AGENDA

5/27/03 - 6:00 P.M.
CITY OF MIAMI
Miami Riverside Center
10th Fl. Main Conference Room
444 SW 2 Avenue
MIAMI, FLORIDA 33133

I. APPROVAL OF THE MINUTES OF THE MEETING OF APRIL 22, 2003.

II. NEW BUSINESS:

A. COMMISSIONER SANCHEZ ADDRESSES THE BOARD.

B. INTRODUCTION OF NEW BOARD MEMBER:

- Walter J. Harvey – nominated by Mayor Diaz.

C. AUDIT COMMITTEE REPORT.

- Schematic Design and Scope of Work presentation for Memorial Linear Park Project.
- Resolution authorizing an increase in the construction contract between the City & Unitech Builders, Corp. to cover unanticipated change orders for additional work to the new recreation building at Jose Marti Park - \$100,000
- Ballet Gamonet project.
- Fencing project at Melrose Park.
- Fencing project at Triangle Park.
- Playground at Pine Heights Park.
- Site furnishings at Grapeland Park.
- Playground at Grove Mini Park.

III. CHAIRPERSON'S OPEN AGENDA.

IV. ADDITIONAL ITEMS.

****Please note time change from 6:30 pm to 6:00 pm.***

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

**4/22/03 - 6:30 P.M.
CITY OF MIAMI
City Hall - Staff Room
3500 Pan American Dr.
MIAMI, FLORIDA 33133**

The meeting was called to order at 6:41 p.m., with the following members present:

**Sonny Armbrister
Luis Cabrera
Steven Caceres
Mariano Cruz
Robert A. Flanders (Chairman)
David Marko
Gary Reshefsky
Jami Reyes
Manolo Reyes (Vice Chairman)
Luis de Rosa (entered the meeting at 6:56 p.m.)
Rhonda Vangates**

Absent: Rolando Aedo; Ringo Cayard; Julie Grimes

Note for the Record: Due to a conflict of interest, Larry M. Spring is no longer a member of the Board.

I. **APPROVAL OF THE MINUTES OF THE MEETING OF MARCH 25, 2003.**

HD/NIB MOTION 03-31

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF MARCH 25, 2003.

MOVED: M. REYES
SECONDED: L. de ROSA
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

II. NEW BUSINESS:

A. COMMISSIONER REGALADO ADDRESSES THE BOARD.

Commissioner Regalado addressed the Board concerning Bryan, West End and Robert King High Parks. His main focus was on Bryan Park. He asked for the Board's support in appropriating approximately \$100,000 towards repairs inside Bryan Park, and expressed concern to the Board regarding West End and Robert King High Parks. Each of these parks is located in District 4. He suggested that monies for the repairs to Bryan Park could come from unallocated Bond funds.

A question was raised as to the definition of "unallocated" Bond funds. CIP Director Jorge Cano explained that there are no unallocated bond funds at present, as all funds are tied to some project.

Chairman Flanders inquired as to whether some project(s) would have to be de-funded in order to fund the Bryan Park Repairs Project, to which Commissioner Regalado replied that any funds allocated to this project would only impact proposed projects in District 4 and funding this project may not necessarily mean de-funding any other project within the district. Chairman Flanders voiced the consensus of the Board that any Commissioner has the prerogative to appropriate monies to various projects within his own district as he sees fit.

HD/NIB MOTION 03-29

A MOTION TO RECOMMEND APPROVAL OF APPROPRIATION OF APPROXIMATELY \$100,000 OF BOND FUNDS FOR REPAIRS TO BRYAN PARK; FURTHER REQUESTING THAT THE MIAMI CITY COMMISSION IDENTIFY THE POOL(S) OF BOND FUNDS FROM WHICH SUCH APPROPRIATION WOULD BE MADE.

MOVED: D. MARKO
SECONDED: M. REYES
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

B. INTRODUCTION OF NEW BOARD MEMBERS:

- Ronda Vangates – nominated by Vice-Chairman Teele.

Ms. Vangates previously worked in the City of Miami Government as Chief of Staff under Mayor Joe Carollo and as Special Assistant under City Manager Carlos Gimenez. She is presently working with Miami-Dade Commissioner Barbara Carey.

- Steven Caceres – nominated by Commissioner Regalado.

Mr. Caceres has been a resident of the City of Miami for approximately 30 years and is a City of Miami police officer.

C. INTRODUCTION OF NEW PARKS & RECREATION DIRECTOR, SANTIAGO CORRADA.

Mr. Corrada is a former employee of the Miami-Dade County School Board. He has been on the job as Director of Parks and Recreation for only 12 days. He commended former Director Albert Ruder and former Assistant Director Terry Griffin for doing a fantastic job with the Parks program, on a very small budget.

D. AUDIT COMMITTEE REPORT
BY GARY RESHEFSKY AND DAVID MARKO.

The Audit Committee met twice since the March 25, 2003 Board Meeting during which both the Fire and Police Departments made presentations to the Committee re their respective lists of needs. The Police Department had some issues which they will update the Committee on within the next month. The Committee requested Pilar Saenz of the CIP Department to address the Board at today's meeting re a better system of reporting on projects, how much money has been allocated and how much has actually been spent. Ms. Saenz provided the Committee with a schedule of appropriations. 24 percent of Bond funds has presently been appropriated and approximately three percent has actually been spent on various projects. CIP will be providing a monthly appropriations schedule to the Board.

- Track renovations at Moore Park.

\$1.1 million of bond funds have been earmarked for Moore Park. Approximately \$80,000 is being requested for track renovations, including resurfacing of the track. The Committee recommended approval of this project. Ed Blanco of the Parks Department will provide a progress report on this project within six months.

HD/NIB MOTION 03-33

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE MOORE PARK TRACK RENOVATION PROJECT.

MOVED: M. REYES
SECONDED: L. de ROSA
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

- Track renovations at Curtis Park.

The Committee recommended approval of this project. Ed Blanco of the Parks Department will report to the Board within six months regarding the progress of this project.

HD/NIB MOTION 03-32

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE CURTIS PARK TRACK RENOVATION PROJECT.

MOVED: M. CRUZ
SECONDED: M. REYES
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

- Land acquisitions for Little Haiti Park.

Presentation by Madeline Valdes and Keith Carswell of the Department of Economic Development. The Department is looking to acquire four contiguous parcels of land in the Little Haiti area at a cost of approximately \$483,810, for use as a parking lot for the Caribbean Marketplace, a cultural component of the park or for some other suitable use. The project has been broken up into two phases and this proposed acquisition would be a component of Phase I. Economic Development Director Carswell assured the Board that development of the Little Haiti Park Project would not go beyond the scope of dollars available for same. He also informed the Board that the park is not being developed as a 60-acre contiguous park.

HD/NIB MOTION 03-30

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE ACQUISITION OF FOUR CONTIGUOUS PARCELS OF LAND LOCATED IN THE LITTLE HAITI COMMUNITY FOR THE PURPOSE OF DEVELOPMENT IN PHASE I OF THE LITTLE HAITI PARK PROJECT.

MOVED: M. REYES
SECONDED: G. RESHEFSKY
NAYS: S. CACERES; L. CABRERA
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

- Emergency Finding for the Orange Bowl Stadium 2003 Structural Repairs.

The Committee recommended approval of this project, including approximately \$2,000,000 of line items that Juan Ordonez of the CIP Department explained has already been spent or will be spent on repairs to the Orange Bowl. Board Member Marko raised the question of why the Orange Bowl does not presently have a permanent staff to perform preventive maintenance duties. Mr. Ordonez replied that there is currently a lawsuit pending, involving the people who formerly performed maintenance at the Orange Bowl and the matter would remain pending until the legal issues are resolved. Vice Chairman Reyes suggested that the consultant who is hired for this project should identify ways that the Orange Bowl might be used to generate cash flow and inquired as to whether the City would be better off destroying the Orange Bowl and converting it to some other use. Board Member de Rosa suggested that the Orange Bowl site would be an excellent place for corporate services.

HD/NIB MOTION 03-34

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF EMERGENCY FUNDING FOR THE ORANGE BOWL STADIUM 2003 STRUCTURAL REPAIRS PROJECT; FURTHER, THAT A MAINTENANCE PROGRAM BE IMPLEMENTED AT THE ORANGE BOWL STADIUM AS SOON AS IS LEGALLY POSSIBLE IN ORDER TO PREVENT STRUCTURAL DEGRADATION OF THE SITE.

MOVED: M. REYES
SECONDED: L. CABRERA
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

- Professional services agreements for Shenandoah (\$200,000) and Bryan (\$70,000) parks improvements.

These projects are located in District 4, Commissioner Regalado's district.

HD/NIB MOTION 03-35

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE FOR PROCUREMENT OF PROFESSIONAL SERVICES AGREEMENTS FOR SHENANDOAH PARK (\$200,000) AND BRYAN PARK (\$70,000)

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

III. CHAIRPERSON'S OPEN AGENDA.

Vice Chairman Reyes requested to change the Board's regular meeting time from 6:30 p.m. to 6 p.m.

HD/NIB MOTION 03-36

A MOTION TO CHANGE THE REGULAR MEETING TIME OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD FROM 6:30 P.M. TO 6 P.M., COMMENCING WITH THE BOARD MEETING PRESENTLY SCHEDULED FOR MAY 27, 2003.

MOVED: M. REYES
SECONDED: L. de ROSA
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

IV. ADDITIONAL ITEMS.

No additional items.

HD/NIB MOTION 03-37

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: J. REYES
SECONDED: M. REYES
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 5/12/03

NAME OF PROJECT: Cuban Memorial Linear Park & Calle Ocho from Domino Park to Memorial Blvd.

INITIATING DEPARTMENT/DIVISION: Planning & Zoning / CIP

INITIATING CONTACT PERSON/CONTACT NUMBER: Enrique Nunez / 305.416.1419

C.I.P. DEPARTMENT CONTACT: Sandra Vega / 305.416.1243

RESOLUTION NUMBER: R-03-084 CIP/PROJECT NUMBER: 311713 & 341127

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$3.2 Million

SOURCE OF FUNDS: 1) District 3 Neighborhood Quality of Life = \$ 2 Million

2) Calle Ocho Improvements = \$1.2 Million

ACCOUNT CODE(S): CIP # 1) 311713 2) 341127

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget Public Works

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Sandra Vega / Enrique Nunez

DESCRIPTION OF PROJECT: Falcon & Bueno, Conceptual Plan, improved drainage

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/12/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

Approved by Commission? YES NO N/A DATE APPROVED: 1/23/03

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 11/0

ADA Compliant? YES NO N/A

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: Public Works will maintain the median. The budget impact Public Works is responsible for relating to maintenance needs to be decided. CIP will cost out installation of underground sleeves for future lighting and irrigation purposes. Benches should not accommodate transient persons. Plants that need little water are preferred.

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE: June 19, 2003

Falcón + Bueno**Memorial Boulevard****Preliminary construction cost estimate Total Sections A to E 5300ft**

section item	size	medium	quantity	unit	unit cost	cost
02230	infrastructure		1	ls	224,300	224,300
02230	infrastructure		1	ls	391,700	391,700
02230	infrastructure		1	ls	805,800	805,800
02230	infrastructure		1	ls	221,300	221,300
02230	infrastructure		1	ls	197,800	197,800
Subtotal infrastructure						1,840,900
02230	landscape		1	ls	145,000	145,000
02230	landscape		1	ls	76,200	76,200
02230	landscape		1	ls	166,100	166,100
02230	landscape		1	ls	41,400	41,400
02230	landscape		1	ls	197,800	197,800
Subtotal landscape						626,500
02230	undergrounding		1	ls	0	0
02230	undergrounding		1	ls	0	0
02230	undergrounding		1	ls	0	0
02230	undergrounding		1	ls	0	0
02230	undergrounding		1	ls	283,500	283,500
Subtotal undergrounding						283,500
Total						2,750,900
02230	infrastructure		1	ls	224,300	224,300
02230	landscape		1	ls	145,000	145,000
02230	undergrounding		1	ls	0	0
Subtotal Section a						369,300
02230	infrastructure		1	ls	391,700	391,700
02230	landscape		1	ls	76,200	76,200
02230	undergrounding		1	ls	0	0
Subtotal Section b						467,900
02230	infrastructure		1	ls	805,800	805,800
02230	landscape		1	ls	166,100	166,100
02230	undergrounding		1	ls	0	0
Subtotal Section c						971,900
02230	infrastructure		1	ls	221,300	221,300
02230	landscape		1	ls	41,400	41,400
02230	undergrounding		1	ls	0	0
Subtotal Section d						262,700
02230	infrastructure		1	ls	197,800	197,800
02230	landscape		1	ls	197,800	197,800
02230	undergrounding		1	ls	283,500	283,500
Subtotal Section e						679,100
Total						2,750,900

Falcón + Bueno**Calle 8 from Domino Park to Memorial Blvd****Preliminary construction cost estimate**

section	item	size	material	quantity	unit	unit cost	cost
01000	general requirements 3%			1	ls	12,000.00	12,000.00
01000	bond & insurance 1%			1	ls	4,000.00	4,000.00
01000	traffic maintenance			4	inters	10,000.00	40,000.00
02230	planter removal & disposal		concrete	100	sy	6.20	620.00
02230	sidewalk removal and disposal		brick	550	sy	5.00	2,750.00
02230	asphalt removal & disposal		existing	2,100	sy	2.50	5,250.00
02230	limerock removal & disposal		existing	2,100	sy	5.00	10,500.00
02230	curb & gutter removal & disposal		existing	1,400	lf	3.00	4,200.00
02751	curb & gutter	12 x 24 in	concrete	1,700	lf	11.50	19,550.00
02780	pavement		brick	1,800	sf	5.00	9,000.00
02230	tree removal		existing	20	ea	560.00	11,200.00
02931	tree transplanting		existing	8	ea	600.00	4,800.00
02813	irrigation		royal palm	4,500	sf	2.25	10,125.00
02920	rough grading		soil/rock	4,500	sf	0.15	675.00
02920	scarifying		rock	4,500	sf	0.05	225.00
02920	topsoil	14 in th	sand/peat	4,500	sf	0.85	3,825.00
02920	ground cover			4,500	sf	3.00	13,500.00
02930	palm large	18 ft ht	b&b	69	ea	450.00	31,050.00
02930	palm small	8 ft ht	b&b	63	ea	350.00	22,050.00
02930	trees medium	14 ft ht	b&b	0	ea	280.00	0.00
02950	tree grate	3 ft x 3 ft		63	ea	860.00	54,180.00
02950	bench	6 ft		20	ea	2,160.00	43,200.00
02950	planter	3 ft		30	ea	1,225.00	36,750.00
02950	litter receptacle			20	ea	1,445.00	28,900.00
Subtotal							368,350.00
Overhead and profit 10%							36,835.00
Contingency 15%							60,777.75
Total							465,962.75



OFFICE OF THE CITY CLERK
CITY OF MIAMI
RESEARCH/DOCUMENT REQUEST FORM

DATE 6-3-2003

REQUESTED BY Sandra Vega
CITY DEPT. C.I.P.
PHONE 305-416-1243 DATE REQUIRED _____
SUBJECT R-03-84.
ADDITIONAL INFORMATION REQUIRED BY REQUESTING
PARTY _____
FAX 305-400-5304

RELEVANT DATES, IF ANY _____

- Requests research Y N
- Outline of data base research forwarded Y N
- Request for public inspection Y N
- Request photocopies (i.e. legislation, support documentation etc.) Y N
- Send document via inter-office mail Y N
- Fax document Y N

REQUEST FIRST RECEIVED BY _____

DATE RECEIVED _____

REQUEST ASSIGNED TO _____

TIME AND DATE RESEARCH COMPLETED _____

REQUESTING OFFICE/DEPARTMENT NOTIFIED OR INFORMATION SENT

ON: DATE _____ TIME _____



Number of minutes expended on research _____

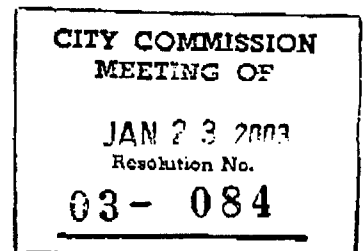
J-03-072
01/23/03

RESOLUTION NO. 03- 084

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE CITY MANAGER'S ENGAGEMENT OF FALCON & BUENO, SELECTED FROM THE LIST OF PRE-APPROVED ARCHITECTURAL FIRMS, APPROVED BY RESOLUTION NO. 02-144, FOR THE DESIGN DEVELOPMENT, PREPARATION OF BIDDING AND CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION CONSULTING SERVICES RELATED TO THE CUBAN MEMORIAL LINEAR PARK PROJECT, AT SPECIFIC COSTS TO BE DETERMINED BY (1) THE SCOPE OF SERVICES REQUIRED FOR SAID PROJECT, AND (2) TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH FALCON & BUENO EXECUTED PURSUANT TO RESOLUTION NO. 02-144; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE; AND ALLOCATING FUNDS, IN AN AMOUNT NOT TO EXCEED \$205,500 FOR SERVICES AND EXPENSES INCURRED BY THE CITY, FROM CAPITAL IMPROVEMENT PROGRAM, PROJECT NO. 311713, ENTITLED "DISTRICT 3 NEIGHBORHOOD QUALITY OF LIFE."

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

Section 1. The City Manager's engagement of Falcon & Bueno, selected from the list of pre-approved engineering firms, approved by Resolution No. 02-144, is authorized for the design



development, preparation of bidding and construction documents and construction administration consulting services related to the Cuban Memorial Linear Park Project, at specific costs to be determined by (1) the scope of services required for said project, and (2) terms and conditions set forth in the agreement executed with Falcon & Bueno pursuant to Resolution No. 02-144, with funds, in an amount not to exceed \$205,500 for services and expenses incurred by the City, allocated from Capital Improvement Project No. 311713, entitled "District 3 Neighborhood Quality of Life."

Section 2. The City Manager is authorized^{1/} to execute the necessary documents, in a form acceptable to the City Attorney, for said purpose.

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


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

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

PASSED AND ADOPTED this 23rd day of January, 2003.


MANUEL A. DIAZ, MAYOR

ATTEST:


PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS 


ALEJANDRO VILARELLO,
CITY ATTORNEY

W6847:tr:AS:BSS

CONSENT AGENDA CONT'D

CA-5. RESOLUTION - (J-03-) - (AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT)

AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH KIMLEY-HORN AND ASSOCIATES, INC., SELECTED FROM THE LIST OF PRE-APPROVED ARCHITECTURAL FIRMS, FOR THE GRAND AVENUE STREETScape PROJECT, TO PROVIDE CONSULTING SERVICES FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION ADMINISTRATION; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, IN AN AMOUNT NOT TO EXCEED \$140,000, FOR SERVICES AND RELATED EXPENSES; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENT PROJECT ENTITLED "GRAND AVENUE IMPROVEMENTS," PROJECT NO. 341208.

R-03-83
(MODIFIED)
MOVED: SANCHEZ
SECONDED:
GONZÁLEZ
UNANIMOUS

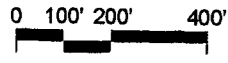
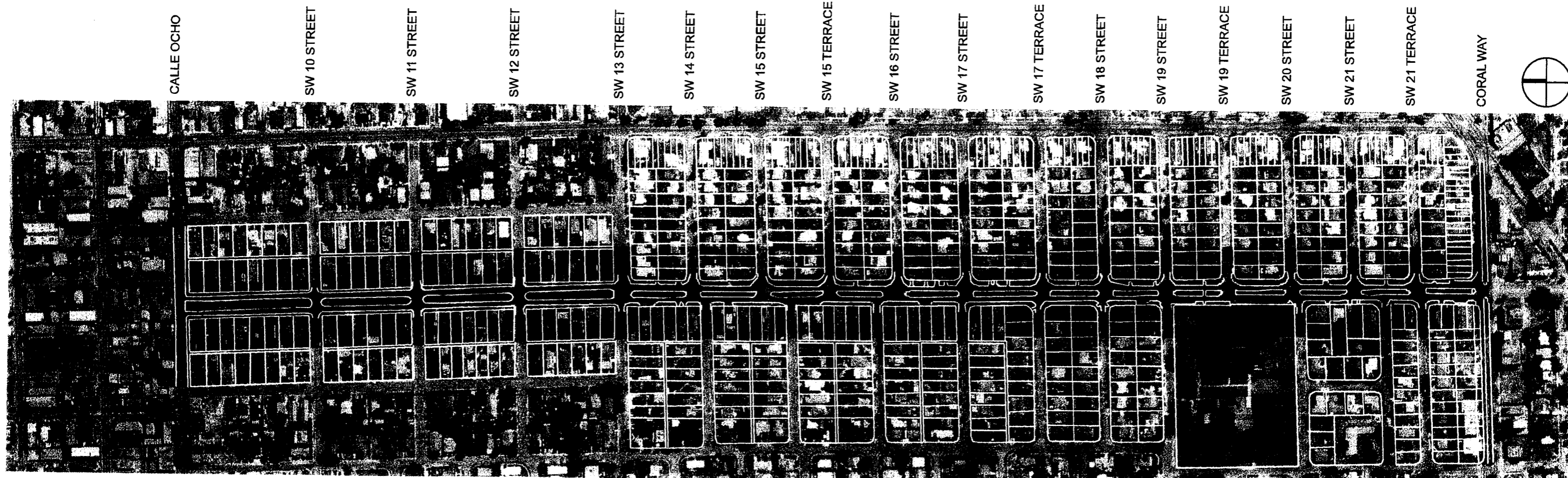
CA-6. RESOLUTION - (J-03-) - (AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT)

AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH FALCON & BUENO, SELECTED FROM THE LIST OF PRE-APPROVED ARCHITECTURAL FIRMS, FOR THE ~~CHERRY MEMORIAL PARK~~ PROJECT, TO PROVIDE CONSULTING SERVICES FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION ADMINISTRATION; IN AN AMOUNT NOT TO EXCEED \$205,500, FOR SERVICES AND INCURRED EXPENSES; ALLOCATING FUNDS FROM "DISTRICT 3 NEIGHBORHOOD QUALITY OF LIFE," CAPITAL IMPROVEMENT PROGRAM, PROJECT NO. 311713.


~~2003-01~~
(MODIFIED)
MOVED: SANCHEZ
SECONDED: GONZÁLEZ
UNANIMOUS

MEMORIAL BOULEVARD PROGRAM

COMMERCIAL/RESIDENTIAL  RESIDENTIAL 
 RESIDENTIAL  INSTITUTIONAL/RESIDENTIAL 
 COMMERCIAL/RESIDENTIAL 



CALLE OCHO SW 10 STREET SW 11 STREET SW 12 STREET SW 13 STREET SW 14 STREET SW 15 STREET SW 16 STREET SW 17 STREET SW 17 TERRACE SW 18 STREET SW 19 STREET SW 20 STREET SW 21 STREET SW 21 TERRACE CORAL WAY

DESIGN	A	B	C	D	C	E
						
	Traffic lane On-street parking Sidewalk	Traffic lane On-street parking Sidewalk	Traffic lane Swale parking Sidewalk	Traffic lane Drop-off/Swale parking Sidewalk	Traffic lane Swale parking Sidewalk	Traffic lane On-street parking Sidewalk
	Mahoganies Royal palms Ceibas	Mahoganies Royal poincianas	Mahoganies Sabicus	Mahoganies Sabicus	Mahoganies Sabicus	Mahoganies Royal palms
	Irrigation Furnishings Lighting					Irrigation Furnishings Lighting
	Monuments Interpretative signage	Monuments				



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 5/12/03

NAME OF PROJECT: JOSE MARTI PARK - NEW RECREATION BUILDING

INITIATING DEPARTMENT/DIVISION: Parks and Recreation & CIP Dept.

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 416.1253, Victor Marzo 416.1231

C.I.P. DEPARTMENT CONTACT: Victor Marzo 416.1231

RESOLUTION NUMBER: R-02-902 CIP/PROJECT NUMBER: 331419 & 331385

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ Project amount = \$1,976,393.00

\$ 805,514.00 for approval today; \$1,350,000.00 total amount in Bonds CIP Account

SOURCE OF FUNDS: 1) Homeland Defense; Neighborhood Parks; East Little Havana NET Area Park; Jose Marti Park & 2) Safe Neighborhood Parks Bond Miami - Dade

ACCOUNT CODE(S): 1) CIP # 331419 - \$ 805,514.00

2) CIP # 331385 - \$1,170,879.00 This funding is NOT BOND RELATED

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco & Victor Marzo

DESCRIPTION OF PROJECT: New Recreation Building

ADA Compliant? YES NO N/A

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

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

Approved by Commission? YES NO N/A DATE APPROVED: 7/25/02

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Construction already underway, approval subject to maintenance and security as a line item.

Provide scope of services at 5/27/03 meeting.

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE: MV 20, 2003

INTER-OFFICE MEMORANDUM

The Honorable Mayor and
Members of the City Commission

Joe Arriola
Chief Administrator

Resolution to Increase
The Construction
Contract with UNITECH
BUILDERS, Corp. for
Jose Marti Park, B-3256

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing an increase in the construction contract between the City and UNITECH BUILDERS, Corp. in the amount of \$100,000 for the construction of the new recreation building at Jose Marti Park. The contract sum will increase from \$1,518,720 to \$1,618,720 to cover unanticipated change orders for additional work; this Resolution further reduces the amount of project expenses from \$457,673.20 to \$357,673.20 and maintains the total estimated project amount at \$1,976,393.20. It also adds capital project No. 331419 as another funding source for this project.

BACKGROUND:

The Jose Marti new recreation building, Project No. B-3256 was previously bid and awarded to UNITECH BUILDERS, Corp. in the amount of \$1,518,720 for construction only. An additional \$457,673.20 was also allocated from CIP Project No. 331419 to cover design, construction management, fees and furniture, equipment and contingency. The total project cost was estimated at \$1,976,393.20. In order to cover unanticipated change orders for additional work on the construction of the building, an additional \$100,000 is required for construction. In order to maintain the total project cost at \$1,976,393.20, we are reducing the funds allocated for contingency and equipment expenses. Approval of this resolution will authorize an increase in the construction contract and maintain the total project cost.

FISCAL IMPACT: NONE (HOMELAND AND SAFE NEIGHBORHOOD PARK FUNDED)

JA/VMA/JC/SCC/pr

RESOLUTION NO. _____

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING AN INCREASE IN THE CONSTRUCTION CONTRACT WITH UNITECH BUILDERS, CORP., FOR THE CONSTRUCTION OF THE NEW RECREATION BUILDING AT JOSE MARTI, IN AN AMOUNT NOT TO EXCEED \$100,000, FROM \$1,518,720 TO \$1,618,720 FOR THE PURPOSE OF UNANTICIPATED CHANGE ORDERS FOR ADDITIONAL WORK; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENT PROJECT NO. 331419 AS APPROPRIATED BY THE ANNUAL APPROPRIATIONS AND CAPITAL IMPROVEMENT PROJECTS ORDINANCES; FURTHER AMENDING RESOLUTION NO. 02-902 BY REDUCING THE AMOUNT OF FUNDS ALLOCATED FOR EXPENSES FROM \$457,673.20 TO \$357,673.20 THEREBY MAINTAINING A TOTAL ESTIMATED COST OF \$1,976,393.20 FOR THE PROJECT; FURTHER ADDING CAPITAL PROJECT NO. 331419 AS ANOTHER FUNDING SOURCE FOR THIS PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE.

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

Section 1. The City Manager is hereby authorized to increase the contract of UNITECH Builders, Corp., in the amount not to exceed \$100,000 from \$1,518,720 to \$1,618,720 to cover unanticipated change orders for additional work with funds allocated from Capital Improvement Project No. 331419 as

appropriated by the annual appropriations ordinances and further amending Resolution No. 02-902 by reducing the amount previously allocated for other expenses from \$457,673.20 to \$357,673.20; thereby maintaining the total estimated project cost at \$1,976,393.20 and further adding capital project No. 331419 as another funding source for this project.

Section 2. The City Manager is authorized¹ to execute an amendment to the agreement, in a form acceptable to the City Attorney, with Unitech Builders, Corp. for said increase.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor².

PASSED AND ADOPTED this _____ day of _____
2003.

MANUEL A. DIAZ, MAYOR

ATTEST:

PRISCILLA A. THOMPSON, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

ALEJANDRO VILARELLO, CITY ATTORNEY

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

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

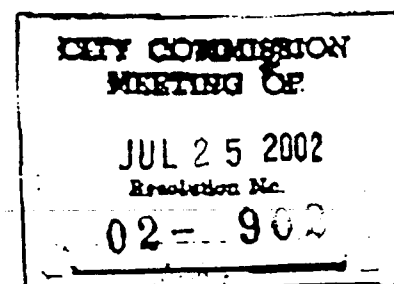
J-02-719
7/25/02

RESOLUTION NO. 02-902

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID OF UNITECH BUILDERS, CORP., FOR THE PROJECT ENTITLED "JOSE MARTI PARK RECREATION BUILDING, B-3258" IN THE AMOUNT OF \$ 1,518,720; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENT PROJECT NO. 331385, AS APPROPRIATED BY THE ANNUAL APPROPRIATIONS AND CAPITAL IMPROVEMENT PROJECTS ORDINANCES, AS AMENDED, IN THE AMOUNT OF \$1,518,720 FOR THE CONTRACT COSTS, AND \$457,673.20 FOR EXPENSES, FOR A TOTAL ESTIMATED COST OF \$1,976,393.20; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE.

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

Section 1. The bid of Unitech Builders Corp., the lowest responsive and responsible bidder pursuant to Invitation for Bids No. 01-02-136, dated June 4, 2002, in the proposed amount of \$1,518,720 for the project entitled "Jose Marti Park Recreation Building, B-3258" for the Total of Base Bids 1 through 16 of the proposal plus six (6) Additive Alternate Items, based on Lump Sum and Unit prices, is accepted at the



price stated therein.

Section 2. The total estimated project costs of \$1,976,393.20 are allocated from Capital Improvement Project No. 331385, as appropriated by the Annual Appropriations and Capital Improvement Projects Ordinances, as amended.

Section 3. The total project costs consist of the \$1,518,720 for contract costs and \$457,673.20 for estimated expenses incurred by the City.

Section 4. The City Manager is authorized^{1/} to execute an agreement, in a form acceptable to the City Attorney, with Unitech Builders, Corp. for the project.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{2/}

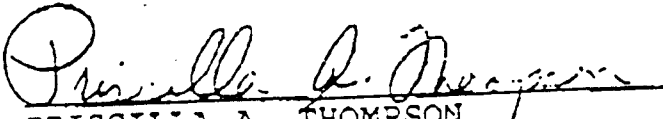
^{1/} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.


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

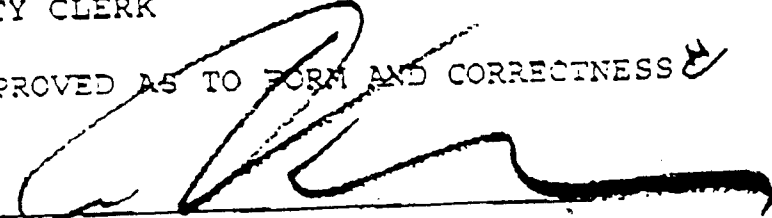
PASSED AND ADOPTED this 25th day of July, 2002.


MANUEL A. DIAZ, MAYOR

ATTEST:


PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS 


ALEJANDRO VILARELLO
CITY ATTORNEY

W6472:ty:BSS



Budgetary Impact Analysis

Department Parks and Recreation

Division Capital Improvement

Commission Meeting Date: June 12, 2003

Title and brief description of legislation or attached ordinance/resolution:
Resolution – authorizing an increase in the construction contract with Unitech Builders, Corp. for the construction of the new recreation building at Jose Marti, in an amount not to exceed \$100,000, from \$1,518,720 to \$1,618, 720 for the purpose of unanticipated change orders for additional work.

1. Is this item related to revenue? No Yes (If yes, skip to item #4)

2. Are there sufficient funds in Line Item?

CIP Project #: 331419 (If applicable)

Yes: X Index Code: 999307 Minor: 860 Amount: \$100,000

No: _____ Complete the following information:

3. Source of funds: Amount budgeted in the line item: \$ _____
Balance in line item: \$ _____
Amount needed in line item: \$ _____

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	TOTAL
	Project No./Index/Minor Object	
From		\$ _____
From		\$ _____
To		\$ _____
To		\$ _____

4. Comments: None.

Homeland Defense Bond Funds

Approved by:

[Signature]
Department Director/Designee

05-06-03

Date

C.I.P. APPROVAL:

[Signature] 5-6-03

Signature Date

APPROVALS

Verified by:

Dept. of Strategic Planning, Budgeting & Performance

Date:

Verified by CIP: (If applicable)

Director/Designee

Date:

CITY OF MIAMI

PGM ID: FN/SC/PO/RPT10

DETAILED REVENUE AND EXPENDITURES BY PROJECT

RPT RFC:REPORT 10

RUN DATE: 05/03/2003

08 FISCAL MONTH

AS OF 05/03/2003

FUN: 331 PARKS & RECREATION
PROJECT 331119 NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITION

ENTITLEMENT PERIOD 09/30/02 TO 09/30/03
PORTION EXPIRED 933.3 %
STATUS ACTIVE

Table with columns: INDEX CODE, MIN OBJ, DESCRIPTION, % OF BUDGET, REVISED TOTAL BUDGET, REVENUES / EXPENDITURES (CURR MONTH, CURR Y-T-D, TOTAL T-D), OUTSTANDING ENCUMBRANCE, REMAINING BALANCE. Includes sections for REVENUES and EXPENDITURES.

To : Audit Committee, Homeland Defense Neighborhood Improvement Bond

From: Department of Parks and Recreation

Re: Jose Marti Park, Funding for Construction of new Recreation Building

The city was required to bid this project last year due to the deadline for the use of the Safe Neighborhood Parks Bond (SNPB) funds that were allocated for this project. The project was bid in May/June of 2002 and awarded in July of 2002. The contract for the construction was awarded to Unitech Builders Corp. in the amount of \$1,518,720. Additional monies were set aside for design, equipment and contingency in the amount of \$457,673 for a total project cost of \$1,976,393. This request essentially reduces soft cost by \$100,000 in order to increase the amount for construction by \$100,000 for unanticipated change orders.

The \$805,514 from Homeland Defense was not presented to the Bond Oversight Board because the board was new and in the organizational phase in which recommendations on projects were not yet being provided. We are making this presentation to ask for an approval after the fact.

The funding source breakdown of the \$1,976,393 is as follows :

(For Commission approval *)

SNPB for design, equipment and contingency -	\$ 433,079	<u>- \$100,000*</u>	= \$333,079
SNPB for construction -	\$ 737,800	<u>+ \$100,000*</u>	= \$837,800
Total SNPB :	<u>\$1,170,879</u>		\$1,170,879

(For BOB Board approval *)

Homeland Defense Funds for Soft costs -	\$ 24,594		
Homeland Defense Funds for construction -	\$ 780,920		
Total Homeland :	<u>\$ 805,514</u>		<u>\$ 805,514*</u>
Total Project cost :	<u>\$1,976,393</u>		\$1,976,393

Contract breakdown is as follows :

From Homeland Defense Funds	\$ 805,514
From SNPB Construction	<u>713,206</u> (P.O. No. 231032)
Existing Total Amount	\$1,518,720 (Current Unitech Contract)
From SNPB Contingency to be increased	\$ 100,000 *
New Unitech Contract Amount	\$1,618,720 (If approved by commission)

*** This amount will be reduced from the existing soft cost and will not affect the total amount of funds allocated to the project.**



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 NO:

231032

Show this number on all packages, invoices and shipping papers

Page No:

1

Order Date:

1/21/02

Bid/Contract No:

FWH01-02-136

Buyer:

Sara Gonzalez, CFPB

Category

Number

Telephone No.

H

38441

305-259-1980

UNITECH BUILDERS CORP
ATTN ANTHONY GOMEZ
3050 BISCAYNE BLVD
SUITE 1007
MIAMI FL 33137

PUBLIC WORKS - ADMINISTRATION
MIAMI RIVERSIDE CENTER
444 SW 2ND AVENUE 8TH FLOOR
MIAMI, FL 33130

City of Miami Accounting Division / Accounts Payable
Department of Finance / Accts. Payable
P.O. Box 330708
Miami, Florida 33233-0708

Department

Contact Person

Telephone No:

Requisition No:

PUBLIC WORKS - ADMINISTRATION
MIAMI RIVERSIDE CENTER

Y. KARAGH

305-416-1229

PWK-3-51722

Item#	Commodity Code#	Description	Qty	Unit	Unit Price	Extended Price
	909-22	FOR THE PROJECT ENTITLED "JOSE MARTI PARK-RECREATION BUILDINGS" JOB WB-3258; AUTHORIZED BY RES. #02-902 DATED 7/25/02. REF. ATTACHED RESOLUTION AND OTHER RELATED DOCUMENTS. PROJECT DUAL FUNDED: HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BONDS AND SNPB THIS PORTION SNPB INDEMNIFICATION: PROPOSER SHALL PAY ON BEHALF OF, INDEMNIFY AND SAVE CITY AND ITS OFFICIALS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, AND CAUSES OF ACTION, WHICH MAY ARISE OUT OF PROPOSER'S PERFORMANCE UNDER THE PROVISIONS OF THE CONTRACT, INCLUDING ALL ACTS OR OMISSIONS TO ACT ON THE PART OF PROPOSER, INCLUDING ANY PERSON PERFORMING UNDER THIS CONTRACT FOR	1		713206.00	713206.00

Tax ID or S/S No:
65-0314826

Entity Type:

Terms:
(Prompt payment Discount)
NET30

Purchase Order No:
231032

Delivery Date

Account Code Number(s)

331385.999305.6.860 713206.00

Payment Authorization

Partial Shipments: For each partial delivery, a copy of this page should be signed and submitted to Accounts Payable with invoice or packing slip attached.
Final Shipment: This original must be signed and submitted to Accounts Payable with invoice or packing slip attached.

Invoice/Packing Slip #:	Invoice/Packing Slip #:
Date Submitted to Accts. Payable:	Date Submitted to Accts. Payable:
Partial Payment	Final Payment
Okay to Pay By:	Okay to Pay By:
Title:	Title:

F.O.B. DESTINATION
Unless Otherwise Specified

City of Miami

Date Approved

OPEN
CITY OF MIAMI PARKS AND RECREATION CIP PROJECTS
AS OF May 8, 2003

Project #	Project Name	Funding Source	Grant Amount	Un-encumbered Grant Balance	Grant Exp. Date	Scope of Work	Work Pending/ assigned to	Amount to spend CIP	Amount to spend Parks	Other Dept.	Total
331341	Gibson Park	SNPB S-99	\$658,200	\$383,453	11/28/03	Building addition, pool building renovations new irrigation system, lights, bleachers, court renovation and football field renovation.	Design consultant identified, CIP. Court renovations and bleachers in progress. Parks	\$283,453	\$100,000	\$0	\$383,453
331310	Grapeland Park	SNPB S-99	\$148,500	\$41,910	11/28/03	Lighting for field, field renovations, new playground and site furnishings and Park Master Plan.	Field renovations in progress. Need to select firm to conduct Master Plan for this Park. CIP	\$41,910	\$0	\$0	\$41,910
331310	Grapeland Park	SNPB S-01	\$350,500	\$338,756	8/31/04	Completion and implementation of Park Master Plan	Assigned to CIP. (One firm submitted proposal for Master Plan but was rejected.) Need to select new firm.	\$338,756	\$0	\$0	\$338,756
331417	Japanese Garden	SNPB S-02 Int	\$233,000	\$233,000	3/31/05	Redesign and construct a Japanese Garden at Watson Island	Assigned to CIP	\$233,000	\$0	\$0	\$233,000
331385	Jose Marti Park	SNPB S-98 CH	\$433,079	\$359,814	12/31/03	Construction in Progress; Design, project administration, New building, fixture, furniture & equipment.	Assigned to CIP for construction administration. Construction in progress	\$359,814	\$0	\$0	\$359,814
331385	Jose Marti Park	SNPB S-98	\$737,800	\$0	12/31/03	same as above	Assigned to CIP for construction administration. Construction in progress. Open encumbrance needs to be expended by expiration date.	\$0	\$0	\$0	\$0
331385	Jose Marti Park	SNPB S-02 Int	\$18,159	\$18,159	5/14/05	Installation of chain link fence, construction of picnic area and site furnishings	In planning phase by Parks Dept.	\$0	\$18,159	\$0	\$18,159

CIP PROJECT: 331419 **Homeland Defense/Neighborhood Improvement Bond**
District 3 Neighborhood Park Improvements

Appropriations

Funding Sources:	
Homeland Defense/Neighborhood Improvement Bond	4,500,000.00
Total:	\$ 4,500,000.00

Expenditures

Vendor/Description	Allocation	Contract Amount	Payments to Date	Contract Balance	Running Balance	Comments	Contractor/Vendor	Req./P.O. #
Jose Marti Park Building	805,515.00	-	-	-	4,500,000.00	Part of a larger project with other funding sources		
Domino Park (Maximo Gomez) new chairs and trash receptacles	23,000.00	-	-	-	4,500,000.00			
Trangle Park Fencing	40,000.00	-	-	-	4,500,000.00		Fence Connection Inc.	
		-	-	-	4,500,000.00			
		-	-	-	4,500,000.00			
		-	-	-	4,500,000.00			
Totals:	868,515.00	-	-	-	4,500,000.00			
Balance of Appropriations: \$ 3,631,485.00 \$ 4,500,000.00 \$ 4,500,000.00 \$ 4,500,000.00								

JOB REQUEST

DEPARTMENT OF PUBLIC WORKS

REVISED: 7 / 22 / 2002

DATE: 3 / 11 / 2002

JOB NUMBER: B-3258
 CIP NUMBER: 331385
 OTHER TYPE: _____
 FEDERAL (C.D.B.G.):
 S.N.P.B.
 ASSESSABLE:
 EMERGENCY:
 RESOLUTION No.: _____

PROJECT NAME: JOSE MARTI PARK RECREATION BUILDING
 LOCATION: 362 SW 4th STREET, MIAMI, FLORIDA *7/12/2002*
 PROJECT MANAGER / EXT. No.: Manny Vega / 1213 - Jose Casanova / 1445
 ASSOCIATED DEPARTMENT: Parks and Recreation

COMMISSIONER DISTRICT: 3 BID REQUEST: FORMAL INFORMAL

DESCRIPTION: New one story of approximately 11,000 sq ft of recreation building, consisting of the following a) multipurpose rooms, arts and crafts, aerobic/dance, exercise machines, offices, storage spaces, outside portal, toilets and others.
 All the work to be performed by the contractor in the fulfillment of the contract, including and all reater work may be directed under Provision for Special Items if any and the Proposal Document and also including the furnishing of all labor, materials, equipment, transportation and supervision, as described in the Contract Documents, for the contemplated new construction

(IF NECESSARY, CONTINUE ON THE BACK)

SCOPE OF SERVICES:	PUBLIC WORKS COST	OUTSIDE COST	(% OF CONST. COST)
ADVERTISING		\$ <u>1,000.00</u> (E)	
OUTSIDE DESIGN		\$ <u>131,200.00</u> (E)	
TESTINGS / SURVEY / PLAT	\$ _____ (E)	\$ <u>22,350.00</u> (E)	0.5 %
P.W. DESIGN & BID DOCUMENTS	\$ <u>7,593.60</u> (E)		
CONSTRUCTION		\$ <u>1,518,720.00</u> (E)	5.5 %
CONSTRUCTION ADMINISTRATION	\$ <u>83,529.60</u> (E)		
OTHER <u>Equipmx and Furniture / Contingex</u> \$ _____ (E)		\$ <u>212,000.00</u> (E)	6.00 %
TOTAL \$ <u>1,976,393.20</u>			(TOTAL ENG. FEE)

(E) - ESTIMATE

DATES:
 DESIGN COMPLETION (ESTIMATE) 3 / 29 / 2002
 CONSTRUCTION COMPLETION (ESTIMATE) 12 / 31 / 2002

BUDGET: (TO BE VERIFIED BY THE CIP ADMINISTRATOR)

CIP ORDINANCE No. _____

FUNDING SOURCES *
Safe Neighborhood Park Bond
Homeland Defense / Neighborhood Improvement Bonds

AMOUNT
\$ <u>1,170,879.00</u>
\$ <u>805,514.20</u>
\$ _____
\$ _____
\$ _____

* -- INCLUDE FUTURE FUNDING SOURCES INFORMATION IF APPLICABLE.

APPROVED BY:

PUBLIC WORKS DIRECTOR	NAME <u>John H. Jackson</u>	SIGN <u>[Signature]</u>
ORIGINATED DEPT. DIRECTOR	NAME <u>Albert Ruder</u>	DATE <u>7/22/2002</u>
CIP ADMINISTRATOR	NAME <u>Pilar Saenz</u>	DATE <u>7/23/2002</u>

(RETURN TO PUBLIC WORKS AFTER SIGNED)

COPIES: ASSISTANT DIRECTORS, COST ANALYSIS, FILE, ASSOCIATED DEPT

REV. 10/98



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 5/7/03

NAME OF PROJECT: BALLET GAMONET AT THE ALFRED I. DUPONT BUILDING

INITIATING DEPARTMENT/DIVISION: Commissioner Winton's Office

INITIATING CONTACT PERSON/CONTACT NUMBER: Frank Balzebre 305.250.5337

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: R-03-911 CIP/PROJECT NUMBER: 311712

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 300,000.00 (not to exceed this amount)

SOURCE OF FUNDS: Quality of Life - District 2

ACCOUNT CODE(S): CIP # 311712

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: Commissioner Winton

DESCRIPTION OF PROJECT: Support "Ballet Gamonet" to open the new dance company in the Alfred I. Dupont Bldg. and support growth of the central business district and as a cultural center and promoting this neighborhood's recognition locally, regionally, and internationally.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/7/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

Approved by Commission? YES NO N/A DATE APPROVED: 9/5/03

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 11/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Recommend Approval -Release of Funding subject to sustainability of funds, signed lease agreement with Alfred I. Dupont to be reviewed and approved by City, should Ballet Company outgrow the space and needs to move out of the Dupont Bldg. they need to stay in City boundaries. Use language for minority's/community outreach purposes, reviewed by City. Performance Plan to be discussed. Subject to approval by Bond Council. CIP to work with company to expedite permitting. When feasible, provide performances at the Gusman Center.

APPROVAL: _____

BOND OVERSIGHT BOARD

DATE: June 19, 2003

Enclosures: Back-Up Materials YES NO

DISTRICT 2
CHAIRMAN WINTON

S-A. DISCUSSION CONCERNING THE USE OF BOND
PROCEEDS FOR BALLET GAMONET IN DOWNTOWN
MIAMI.

DISCUSSED

Coming back in September for discussion.

1:00 P.M. INVOCATION AND PLEDGE OF ALLEGIANCE

1. RESOLUTION - (J-03-) - (AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT)

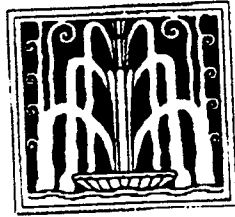
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI ("CITY") AND BALLET GAMONET, INC. FOR A PUBLIC BALLET PROJECT IN THE ALFRED I. DUPONT BUILDING LOCATED AT 169 EAST FLAGLER STREET, MIAMI, FLORIDA, TO PROVIDE CITY FUNDING, IN AN AMOUNT NOT TO EXCEED \$300,000, FOR THE ACQUISITION OF BALLET PERFORMANCE EQUIPMENT AND CAPITAL IMPROVEMENTS LEASED BY THE CITY AT A NOMINAL RENTAL FEE, FOR PUBLICLY ACCESSIBLE AND CERTAIN FREE OR REDUCED COST BALLET PERFORMANCES, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE HEREIN RESOLUTION AND THE AGREEMENT; ALLOCATING FUNDS FROM DISTRICT 2 (DOWNTOWN) QUALITY OF LIFE CAPITAL IMPROVEMENTS PROJECT NO. 311712, UNDER THE HOMELAND DEFENSE - NEIGHBORHOOD IMPROVEMENT BOND PROGRAM.

R-03-911
MOVED: SANCHEZ
SECONDED: GONZÁLEZ
ABSENT: REGALADO

2. RESOLUTION - (J-03-) - (ACCEPTING THE BID)

ACCEPTING THE BID OF METRO EQUIPMENT SERVICE, INC., (HISPANIC/MIAMI-DADE COUNTY, 9450 SUNSET DRIVE, #110, MIAMI, FLORIDA) THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO SECOND FORMAL INVITATION FOR BIDS, DATED JULY 23, 2003 FOR THE PROJECT ENTITLED "STORM SEWER FORCE MAIN SYSTEM", B-5693, IN THE AMOUNT OF \$1,765,208; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT NO. 352199, TO COVER \$1,765,208 FOR THE CONTRACT COSTS, AND \$108,260 FOR EXPENSES AND OTHER COSTS TO BE INCURRED BY THE CITY, FOR A TOTAL COST OF \$1,873,468; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN A SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

R-03-912
MOVED: TEELE
SECONDED: SANCHEZ
ABSENT: REGALADO



ABC MANAGEMENT
SERVICES

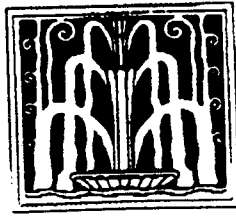
'Ballet Gamonet' at The Alfred I. Dupont Building

The Alfred I Dupont Building is proud to be considered as the most viable home for world-renowned choreographer Jimmy Gamonet's new dance company, '*Ballet Gamonet*'

Originally built to house Alfred I. Dupont's *Florida National Bank and Trust* in 1939, the building was left in disrepair after years of neglect, until it was purchased by the current ownership in the early 1990's. It was the owners' goal to restore the building to its original grandeur. *The Alfred I Dupont Building's* second floor restoration was completed in 1997 under the expert guidance of renowned architectural firm *Zyscovich, Inc.*'s historical restoration and design teams. The multi-million dollar renovation has resulted in the repeated recognition of the second floor as "Best Lobby" in the *Miami New Times* as well as other local and national venues

ABC Management Services, Inc., *The Alfred I Dupont Building's* management company and the building ownership understand that the growth of the Central Business District as a cultural center is imperative in establishing a strong and viable 24 hour neighborhood, and in promoting this neighborhood's recognition and pride locally, regionally, nationally and, ultimately, internationally. As such, *The Alfred I Dupont Building*, working closely with the locale's current tenant, *Union Planter's Bank*, has agreed to house the company at a rental rate well below market value. Additionally, *The Alfred I Dupont Building* has agreed to absorb substantial costs in bringing back to service the unique historical elevator that runs from the second to fourth floors. *Zyscovich Inc.* has, again, worked tirelessly, this time at no cost, in coordinating the future conversion of half the lobby into two studio spaces for '*Ballet Gamonet*' without jeopardizing the historical significance or character of the space.

ABC Management Services, Inc. and *The Alfred I. Dupont Building* look forward to a long and healthy relationship with what we believe to be the premiere future dance company of South Florida, '*Ballet Gamonet*'



ABC MANAGEMENT
SERVICES

&

THE ALFRED I. DUPONT BUILDING

BALLET GAMONET PRIVATE SECTOR CONTRIBUTIONS

Zyscovich, Inc.	+/- \$15,000
> Design, planning & coordination	
Union Planters Bank	+/- \$120,000
> Buy-out of current lease to accommodate <i>Ballet Gamonet</i> .	
Precision Source, Inc.	+/- \$10,000
> Pre-construction Consultation & Planning	
Alfred I. Dupont Building	+/- \$35,000
> Elevator restoration & Build-out Contribution	
> Adjustment of market rate rental of \$30/Ft ² to \$10/Ft ²	
Ballet Gamonet	(refer to 'BG' Spreadsheet)

**BALLET GAMONET
2003/2004
BUILD OUT EXPENSES**

BALL : GAMONET
2003-2004
Built Out Expenses

CALLE 8 PROPERTY	Tony Wagner								
This property has approximately 7000 square feet. It is located at 1505 SW 8th. Street in Miami.									
The property has 2 studios, sufficient space to build two dressing rooms and bathrooms, and additional space for an office (13x17). It lacks space for administrative personnel.									
Dance Floors	Built with 4x8 wooden sheets. \$100.00 per sheet								
	Studio I	59x46 = 2714 sf.	85 sheets x \$125.00 per sheet =	\$8,500	Quotes				
	Studio II	45x46 = 2070 sf.	65 Sheets x \$125.00 per sheet =	\$6,500	Quoted				
Installation			without demolition	\$3,600	Estimate				
			Total	\$18,600					
Marley Floors	harlequin Company in NJ								
Installation				\$14,910.33	Quoted				
				\$2,000.00	Estimate				
			Total	\$16,910.33					
Mirrors				\$8,100	Quoted				
Shipping				\$1,234.66	Quoted				
Mounting				\$3,000	Estimate				
			Total	\$12,335					
Barres				\$3,500	Estimate				
			GRAND TOTAL	\$51,345					
Build out cost									\$70,000 to \$90,000
			IF BIULD OUT COSTS ADDED						\$121,345 to \$141,345

BALLET GAMONET

2003/2004

EARNED INCOM-EXPENSES

BALLET GAMONET
2003-2004
Income Statement

EXPENSE & REVENUE PROJECTIONS SHEET			
	Target		
EXPENSES			
Total Artistic Staff	\$239,200	29%	
Benefits	\$41,216	5%	24-Wk. Employees
Benefits	\$50,600	6%	52-Wk. Employees
Total Production Staff	\$35,000	4%	
Theatre Rental Fees	\$30,000	4%	
Total Misc. Operating Exp.	\$34,065	4%	
Studio Rental Fees	\$70,000	9%	
Studio Floors/Mirrors/Barres	\$51,345		
Security Deposit	\$5,833	1%	
Studio (Sales Tax)	\$4,550	1%	
Property Insurance	\$5,000	1%	
Utilities	\$3,600	0%	
Repertory Operating Exp.	\$57,149	7%	
Total Administrative Exp.	\$165,000	20%	
Administrative Misc.	\$10,000	1%	
Marketing/Development Misc.	\$20,000	2%	
TOTAL EXPENSES	\$822,558	100%	
	Target	%	
EARNED INCOME			
Number of Performance	12		
Average Number of Seats	600		
Average Ticket Price	35		
Total Ticket Revenue	\$252,000	31%	
Individual Contributions	\$425,600	52%	
Corporate Contributions	\$120,000	15%	
Foundation Grants	\$25,000	3%	
Government Grants	\$0	0%	
TOTAL REVENUE	\$822,600	100%	
NET REVENUE/LOSS	\$42		

**BALLET GAMONET
2004/2005
EARNED INCOM-EXPENSES**

BALLER GAMONET
2004-2005
Income Statement

EXPENSE & REVENUE PROJECTIONS SHEET			
EXPENSES			
Artistic Director	\$267,328	30%	
Benefits	\$47,271	5%	24-Wk. Employees
Benefits	\$52,118	6%	52-Wk. Employees
Total Production Staff	\$35,000	4%	
Theatre Rental Fees	\$40,000	5%	
Total Misc. Operating Exp.	\$40,065	5%	
Studio Rental Fees	\$74,550	8%	
Studio (Sales Tax)	\$4,846	1%	
Property Insurance	\$5,000	1%	
Utilities	\$3,600	0%	
Repertory Operating Exp.	\$94,678	11%	
Total Administrative Exp.	\$169,800	19%	
Administrative Misc.	\$15,000	2%	
Marketing/Development Misc.	\$30,000	3%	
TOTAL EXPENSES	\$879,256	100%	
Earned income (e.g. , ticket sales)?			
EARNED INCOME			
Number of Performance	16		
Average Number of Seats	600		
Average Ticket Price	35		
Total Ticket Revenue	\$336,000	37%	
Individual Contributions	\$425,600	47%	
Corporate Contributions	\$120,000	13%	
Foundation Grants	\$25,000	3%	
Government Grants	\$0	0%	
TOTAL REVENUE	\$906,600	100%	
NET REVENUE/LOSS	\$27,343.81		

**BALLET GAMONET
2003/2004
EXPENSE DETAIL**

BALLET GAMONET
2003-2004
Projected expenses

	TARGET	Comments							
ARTISTIC STAFF									
Artistic Director	\$80,000	52 Wks.							
Ballet Mistress	\$20,000								
Company Manager	\$20,000								
Dancers	\$139,200 *	Ten dancers							
DANCERS' SALARY BREAKDOWN									
	Weekly	# Wks.	Total	# Dancers	Total				
Principal Level One	\$1,000	24	\$24,000	2	\$48,000				
Soloist Level One	\$550	24	\$13,200	2	\$26,400				
Corp Level	\$450	24	\$10,800	6	\$64,800				
				12 Dancers	\$139,200 *				
TOTAL ARTISTIC STAFF									
			\$239,200						
		24 Wk. Contract		52 Wk. Contract					
BENEFITS		\$49,216		\$10,000					
	23% of	\$179,200		\$220,000					
PRODUCTION STAFF									
Technical Director/Stage Manager	\$15,000								
Costumes Materials & labor	\$34,200								
Lighting Designer/Engineer	\$10,000								
Sound Engineer	\$10,000								
TOTAL PRODUCTION STAFF									
			\$35,000						

BAL... F GAMONET
2003-2004
Projected expenses

THEATER RENTAL FEES		\$30,000 *	Required union crew costs?											
		Daily Rental	# Perfs.		Programs		Total Perfs.							
	Gusman Theater	\$2,500	3		\$7,500	2	6		\$15,000					
	Bailey Concert hall	\$2,500	3		\$7,500	2	6		\$15,000					
	Duncan Theater													
						Total # Performances	12		\$30,000 *					
MISCELLANEOUS EXPENSES														
New Music Acquisition expenses		\$1,000												
Auditions		\$3,825 *												
				# Days										
	Add for Auditions and/or Print Fliers	\$1,000			\$1,000									
	Per Diem	\$45	5		\$225									
	Lodging	\$200	5		\$1,000									
	Ground Transportation	\$200			\$200									
	Air transportation	\$400			\$400									
	Studio/Pianist	\$1,000			\$1,000									
				Total	\$3,825 *									
Studio Miscellaneous Equipment		\$7,500 *												
	1 Piano	\$7,000												
	Resin	\$500												
		\$7,500 *												

BALLET GAMONET
2003-2004
Projected expenses

Studio's Floors/Mirrors/Barres		\$51,344.00							
Studio Electronic Equipment		\$600 *							
		\$ Per Unit	# of Units						
VCR's		\$100	2		\$200				
TV Monitors		\$100	2		\$200				
Audio Units		\$100	2		\$200				
					<u>\$600 *</u>				
Pointe Shoes		\$12,540 *							
Principal dancers	2 pair/Perf. (24 Prfs.) Plus 1 Pair/Wk. (24 Weeks)		48	\$55	\$2,640	1		\$2,640	
Soloist Dancers	1 pair/Perf. (12 Prfs.) Plus 1 Pair/Wk. (24 Weeks)		36	\$55	\$1,980	1		\$1,980	
Corp Dancers	1 pair/Perf. (12 Prfs.) Plus 1 Pair/Wk. (24 Weeks)		36	\$55	\$1,980	4		\$7,920	
								<u>\$12,540 *</u>	
Ballet Slippers		\$2,400 *							
			# Shoes	\$ Pair	\$ Per dancer	# dancers			
	1 Pair*3 Wks. (8 Pairs)		20	\$30	\$600	4		\$2,400	
	2 Pair per Program/Venue (12)							<u>\$2,400 *</u>	
Rhrs./Prfs. Audio Recordings		\$1,200 *							
			# Programs	Tapes * Program	# Tapes				
Sound Studio Rental		\$500	2					\$1,000	
Audio Tapes (Data or Mini Disk)		\$25	2	4	8			\$200	
								<u>\$1,200 *</u>	

BALE GAMONET
2003-2004
Projected expenses

Costumes/Sets Storage and Trucking			\$5,000																	
TOTAL OPERATING EXPENSES			\$34,065																	
STUDIO SPACE RENTAL			\$70,000 *																	
Security deposit			\$6,930																	
Studio Rental		Square Feet	7,000	\$ Square Foot	\$10	Total	\$70,000 *	Tony Wagner's space in Calle 8 (Doesn't include Administrative office space)												
SALES TAX			6.50%	\$4,980																
PROPERTY & LIABILITY INSURANCE			\$8,000																	
UTILITIES			\$5,500	Annual Estimate																
Electricity																				
Water																				
Maintenance																				
Garbage																				
Guest Choreographer's Fees			\$10,000																	
Royalties Fee			\$600																	
Costume Materials/Construction			\$34,200																	
Music Licensing Fee			\$9,000																	
Music Royalties Fee			\$1,860																	
Set Designer's Fee			\$0																	
Set Construction Fees			\$4,000																	
Air Transportation			\$500																	
Ground Transportation			\$320																	
Lodging			\$2,040																	
Per Diem			\$629																	
			\$57,149 *																	
REPERTORY OPERATING EXPENSE			\$57,149 *																	

BALANCE GAMONET
2003-2004
Projected expenses

PROGRAM I										
JGH New Work #1										
"TBA"										
Choreographer's Fee									\$0	
Royalties									\$0	
Costume Designer's Fee									\$0	
Set Designer's Fee									\$0	
Lighting Designer's Fee									\$0	
Music Licensing and Royalties Fees									\$0	
Costume Materials/Construction									\$8,000	
Set Construction									\$0	
			Total						\$8,000	
Restaging 1										
"Nous Sommes"										
Choreographer's Fee									\$0	
Royalties									\$0	
Costume Designer's Fee									\$0	
Set Designer's Fee								\$0	No Sets	
Lighting Designer's Fee									\$0	
Music Licensing Fee									\$1,000	Estimate
Music Royalties Fee									\$660	\$110 x 6 perfs
Costume Materials/Construction									\$400	
Set Construction									\$0	No Sets
			Total						\$2,060	

BALLET GAMONET
2003-2004
Projected expenses

PROGRAM I (continue)

Guest Choreographer (SFP)																		
Choreographer's Fee		\$10,000		Estimate														
Royalties		\$600		\$100 perf x 6														
Costume Designer's Fee		\$600																
Set Designer's Fee		\$0																
Lighting Designer's Fee		\$0																
Music Licensing Fee		\$2,000		Estimate														
Music Royalties Fee		\$1,200		\$200 Perf x 6														
Costume Materials/Construction		\$8,000																
Set Construction		\$0		Estimate														
Per Diem		\$629		\$37 x 17 days														
Lodging		\$2,040		\$120 x 17 days														
Ground Transportation		\$320		\$20 x 17 days														
Air Transportation		\$500		\$800 x 1 RT														
		Total	\$25,889															
Restaging 2																		
(TBA)																		
Choreographer's Fee		\$0																
Royalties		\$0																
Costume Designer's Fee		\$0																
Set Designer's Fee		\$0																
Lighting Designer's Fee		\$0																
Music Licensing Fee		\$0		Public Domain														
Music Royalties Fee		\$0		Public Domain														
Costume Materials/Construction		\$5,000																
Set Construction		\$0		Estimate														
		Total	\$5,000															
		TOTAL	\$40,949	*														

BA...T GAMONET
 2003-2004
 Projected expenses

PROGRAM II

PROGRAM II									
Restaging 3									
"Purple Bend I"									
Choreographer's Fee								\$0	
Royalties								\$0	
Costume Designer's Fee								\$0	
Set Designer's Fee								\$0	
Lighting Designer's Fee								\$0	
Music Licensing Fee								\$0	Public domain
Music Royalties Fee								\$0	Public domain
Costume Materials/Construction								\$800	
Set Construction								\$2,000	Estimate
			Total					\$2,800	
Restaging 4									
"Flames of Paris"									
Restaging Fee								\$0	
Royalties								\$0	
Costume Designer's Fee								\$0	
Set Designer's Fee								\$0	
Lighting Designer's Fee								\$0	
Music Licensing Fee								\$0	Public domain
Music Royalties Fee								\$0	Public domain
Costume Materials/Construction								\$2,000	
Set Construction								\$0	Not Needed
			Total					\$2,000	

BALLET GAMONET
2003-2004
Projected expenses

PROGRAM II (continue)									
Restaging 5									
"Play On Hearts"									
Choreographer's Fee			\$0						
Royalties			\$0						
Costume Designer's Fee			\$0						
Set Designer's Fee			\$0						
Lighting Designer's Fee			\$0						
Music Licensing Fee			\$0	Public domain					
Music Royalties Fee			\$0	Public domain					
Costume Materials/Construction			\$2,000						
Set Construction			\$2,000	Estimate					
		Total	\$4,000						
JGH New Work #2									
"TBA"									
Choreographer's Fee			\$0						
Royalties			\$0						
Costume Designer's Fee			\$0						
Set Designer's Fee			\$0						
Lighting Designer's Fee			\$0						
Music Licensing and Royalties Fees			\$0						
Costume Materials/Construction			\$8,000						
Set Construction			\$0						
		Total	\$8,000						
		TOTAL	\$16,800						

BALLET GAMONET
2003-2004
Projected expenses

ADMINISTRATIVE STAFF			
Executive & Development Director	\$80,000	52 Wks.	
Finance Director/Administrator	\$45,000	52 Wks.	
Marketing/Public Relations Director	\$55,000	52 Wks.	
Ticketmaster			
Grant Writer	\$15,000		
TOTAL ADMINISTRATIVE STAFF EXPENSE	\$165,000		
Administrative Miscellaneous (supplies)			
	\$10,000		
Marketing & Development Miscellaneous Expenses			
	\$20,000	Development expenses (e.g. , cost of fundraising events brochures.	
		Marketing expenses (e.g. , advertising, brochures)?	
GRAND TOTALS	\$822,358		
Build out cost	\$70,000 to \$90,000		
IF BUILD OUT COSTS ADDED	\$892,358 to \$912,358		

**BALLET GAMONET
2004/2005
EXPENSE DETAIL**

BALLET GAMONET
2004-2005
Projected expenses

ARTISTIC STAFF						
Artistic Director		\$61,800	52 Wks.			
Ballet Mistress		\$10,000				
Company Manager		\$20,000				
Dancers		\$154,328 *	Ten dancers			
DANCERS' SALARY BREAKDOWN						
		Weekly	# Wks.	Total	# Dancers	Total
Principal Level One		\$1,030	24	\$24,720	2	\$49,440
Principal Level Two		\$900	24	\$21,600	1	\$21,600
Soloist Level One		\$567	24	\$13,596	2	\$27,192
Corp Level One		\$464	24	\$11,124	4	\$44,496
Corp Level Two		\$450	24	\$10,800	2	\$21,600
					12 Dancers	\$164,328 *
TOTAL ARTISTIC STAFF		\$267,328				
			24 Wk. Contract	52 Wk. Contract		
BENEFITS			\$17,271	\$52,159		
	23% of	\$205,528		\$226,600		
PRODUCTION STAFF						
Technical Director/Stage Manager		\$15,000				
Costumes Materials & labor		\$49,700				
Lighting Designer/Engineer		\$10,000				
Sound Engineer		\$10,000				
TOTAL PRODUCTION STAFF		\$35,000				

BANK OF GAMONET
2004-2005
Projected expenses

THEATER RENTAL FEES		\$40,000 *		Required union crew costs?	
	Daily Rental		# Perfs.	Programs	Total Perfs.
Gusman Theater	\$2,500		3	2	6
Bailey Concert hall	\$2,500		3	2	6
Duncan Theater	\$2,500		2	2	4
				Total # Performances	16
					\$40,000 *
MISCELLANEOUS EXPENSES					
New Music Acquisition expenses		\$1,000			
Auditions		\$3,825 *			
			# Days		
Add for Auditions and/or Print Fliers	\$1,000			\$1,000	
Per Diem	\$45		5	\$225	
Lodging	\$200		5	\$1,000	
Ground Transportation	\$200			\$200	
Air transportation	\$400			\$400	
Studio/Pianist	\$1,000			\$1,000	
			Total	\$3,825 *	
Studio Miscellaneous Equipment		\$7,500 *			
1 Piano	\$7,000		For Studio 2		
Resin	\$500				
	\$7,500 *				

BALLET GAMONET
 2004-2005
 Projected expenses

Pointe Shoes								\$19,140	*
Principal dancers (L1)	2 pair/Perf. (24 Prfs.)	48	\$55	\$2,640	1	\$2,640			
	Plus 1 Pair/Wk. (24 Weeks)								
Principal dancers (L2)	2 pair/Perf. (24 Prfs.)	48	\$55	\$2,640	1	\$2,640			
	Plus 1 Pair/Wk. (24 Weeks)								
Soloist Dancers	1 pair/Perf. (12 Prfs.)	36	\$55	\$1,980	1	\$1,980			
	Plus 1 Pair/Wk. (24 Weeks)								
Corp Dancers	1 pair/Perf. (12 Prfs.)	36	\$55	\$1,980	6	\$11,880			
	Plus 1 Pair/Wk. (24 Weeks)								
							\$19,140	*	
Ballet Slippers								\$2,400	*
		# Shoes	\$ Pair	\$ Per dancer	# dancers				
1 Pair*3 Wks. (8 Pairs)		20	\$30	\$600	4	\$2,400			
2 Pair per Program/Venue (12)									
							\$2,400	*	
Rhrs./Prfs. Audio Recordings								\$1,200	*
		# Programs	Tapes * Program	# Tapes					
Sound Studio Rental	\$500	2				\$1,000			
Audio Tapes (Data or Mini Disk)	\$25	2	4	8		\$200			
							\$1,200	*	

BART GAMONET
2004-2005
Projected expenses

Costumes/Sets Storage and Trucking			\$5,000							
TOTAL OPERATING EXPENSES			\$40,065							
STUDIO SPACE RENTAL			\$74,550 *	This includes a 6.5% increase						
Studio Rental		Square Feet	\$ Square Foot	Total	Tony Wagner's space in Calle 8 (Doesn't include Administrative office space)					
		7,000	\$10	\$74,550 *						
SALES TAX		6.50%	\$4,846							
PROPERTY & LIABILITY INSURANCE			\$5,000							
UTILITIES			\$5,000	An annual Estimate						
Electricity										
Water										
Maintenance										
Garbage										
Guest Choreographer's Fees			\$10,000							
Royalties Fee			\$1,600							
Costume Materials/Construction			\$49,700							
Music Licensing Fee			\$4,000							
Music Royalties Fee			\$2,400							
Set Designer's Fee			\$5,000							
Set Construction Fees			\$15,000							
Air Transportation			\$1,000							
Ground Transportation			\$640							
Lodging			\$4,080							
Per Diem			\$1,258							
			\$94,678 *							
REPERTORY OPERATING EXPENSE			\$94,678 *							

BART GAMONET
2004-2005
Projected expenses

PROGRAM I												
JGH New Work #1												
"TBA"												
Choreographer's Fee												\$0
Royalties												\$0
Costume Designer's Fee												\$0
Set Designer's Fee												\$0
Lighting Designer's Fee												\$0
Music Licensing and Royalties Fees												\$0
Costume Materials/Construction												\$8,000
Set Construction												\$0
												Total
												\$8,000
Restaging 1												
"Aria"												
Choreographer's Fee												\$0
Royalties												\$0
Costume Designer's Fee												\$0
Set Designer's Fee									No Sets			\$0
Lighting Designer's Fee												\$0
Music Licensing Fee									Estimate			\$0
Music Royalties Fee									\$110 x 6 perfs			\$660
Costume Materials/Construction												\$2,000
Set Construction									No Sets			\$0
Other												\$2,000
												Total
												\$4,660

BALLET GAMONET
2004-2005
Projected expenses

PROGRAM I (continue)			
Guest Choreographer 1 (SFP)			
Choreographer's Fee	\$15,000	Estimate	
Royalties	\$800	\$100 perf x 8	
Costume Designer's Fee	\$0		
Set Designer's Fee	\$0		
Lighting Designer's Fee	\$0		
Music Licensing Fee	\$2,000	Estimate	
Music Royalties Fee	\$1,200	\$200 Perf x 6	
Costume Materials/Construction	\$8,000		
Set Construction	\$0	Estimate	
Per Diem	\$629	\$37 x 17 days	
Lodging	\$2,040	\$120 x 17 days	
Ground Transportation	\$320	\$20 x 17 days	
Air Transportation	\$500	\$800 x 1 RT	
Total	\$30,489		
Restaging 2			
"The House of Bernarda Alba"			
Choreographer's Fee	\$0		
Royalties	\$0		
Costume Designer's Fee	\$3,000		
Set Designer's Fee	\$5,000		
Lighting Designer's Fee	\$0		
Music Licensing Fee	\$0	Public Domain	
Music Royalties Fee	\$0	Public Domain	
Costume Materials/Construction	\$7,000		
Set Construction	\$15,000	Estimate	
Total	\$30,000		
TOTAL	\$73,149	*	

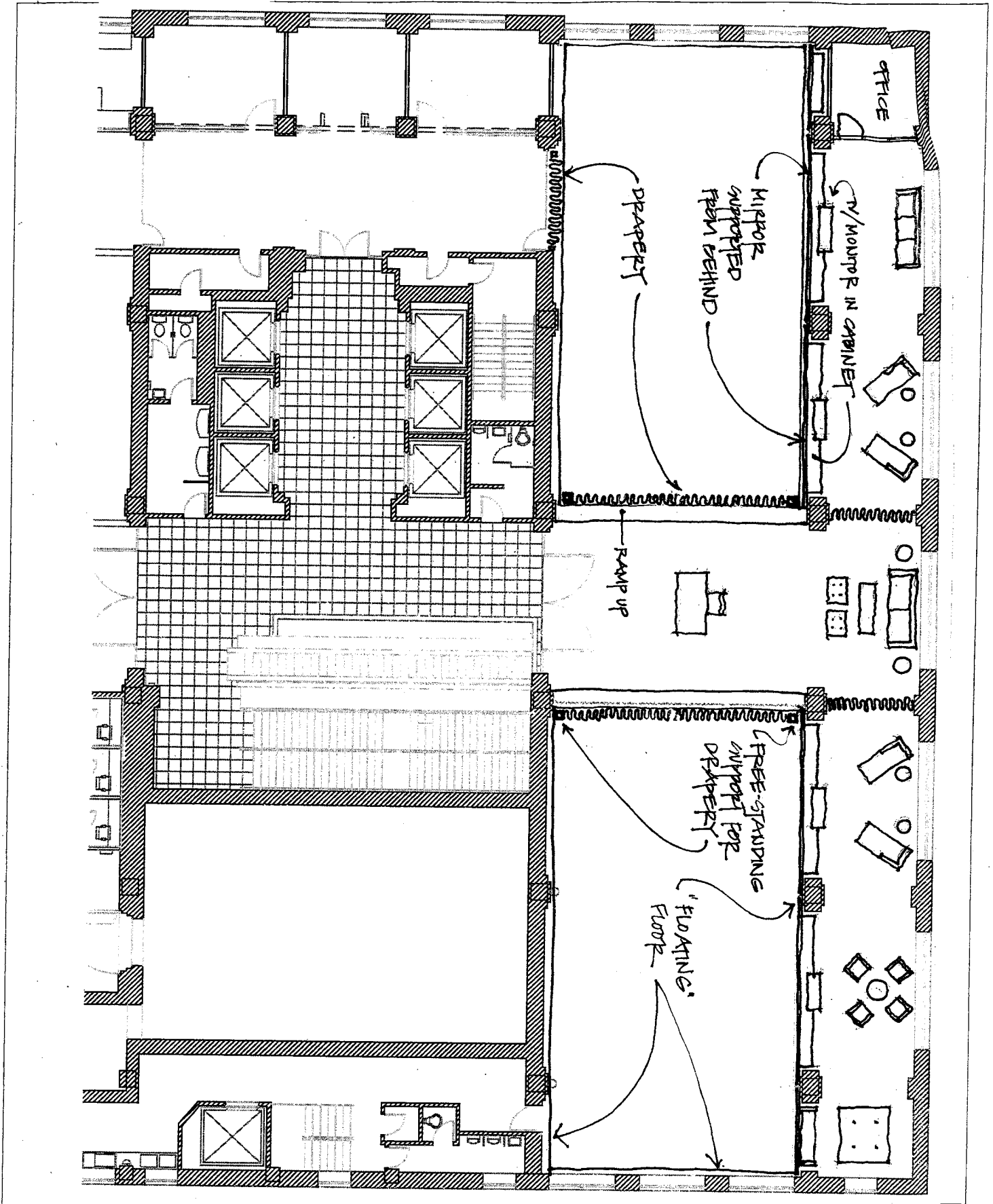
BA... GAMONET
 2004-2005
 Projected expenses

PROGRAM II

PROGRAM II										
Restaging 3										
"Miniatures"										
Choreographer's Fee										
Royalties				\$0						
Costume Designer's Fee				\$0						
Set Designer's Fee				\$0						
Lighting Designer's Fee				\$0						
Music Licensing Fee				\$2,000	Public domain					
Music Royalties Fee				\$1,200	Public domain					
Costume Materials/Construction				\$8,000						
Set Construction				\$0	Estimate					
			Total	\$11,200						
Restaging 4										
"My Lady"										
Restaging Fee				\$0						
Royalties				\$0						
Costume Designer's Fee				\$0						
Set Designer's Fee				\$0						
Lighting Designer's Fee				\$0						
Music Licensing Fee				\$0	Public domain					
Music Royalties Fee				\$0	Public domain					
Costume Materials/Construction				\$700						
Set Construction				\$0	Not Needed					
			Total	\$700						

BALLET GAMONET
 2004-2005
 Projected expenses

PROGRAM II (continue)										
Guest Choreographer 2 (SFP)										
"TBA"										
Choreographer's Fee			\$10,000							
Royalties			\$800							
Costume Designer's Fee			\$0							
Set Designer's Fee			\$0							
Lighting Designer's Fee			\$0							
Music Licensing Fee			\$2,000	Public domain						
Music Royalties Fee			\$1,200	Public domain						
Costume Materials/Construction			\$8,000							
Set Construction			\$0	Estimate						
		Total	\$22,000							
JGH New Work #2										
"TBA"										
Choreographer's Fee			\$0							
Royalties			\$0							
Costume Designer's Fee			\$0							
Set Designer's Fee			\$0							
Lighting Designer's Fee			\$0							
Music Licensing and Royalties Fees			\$0							
Costume Materials/Construction			\$8,000							
Set Construction			\$0							
		Total	\$8,000							
		TOTAL	\$41,900							



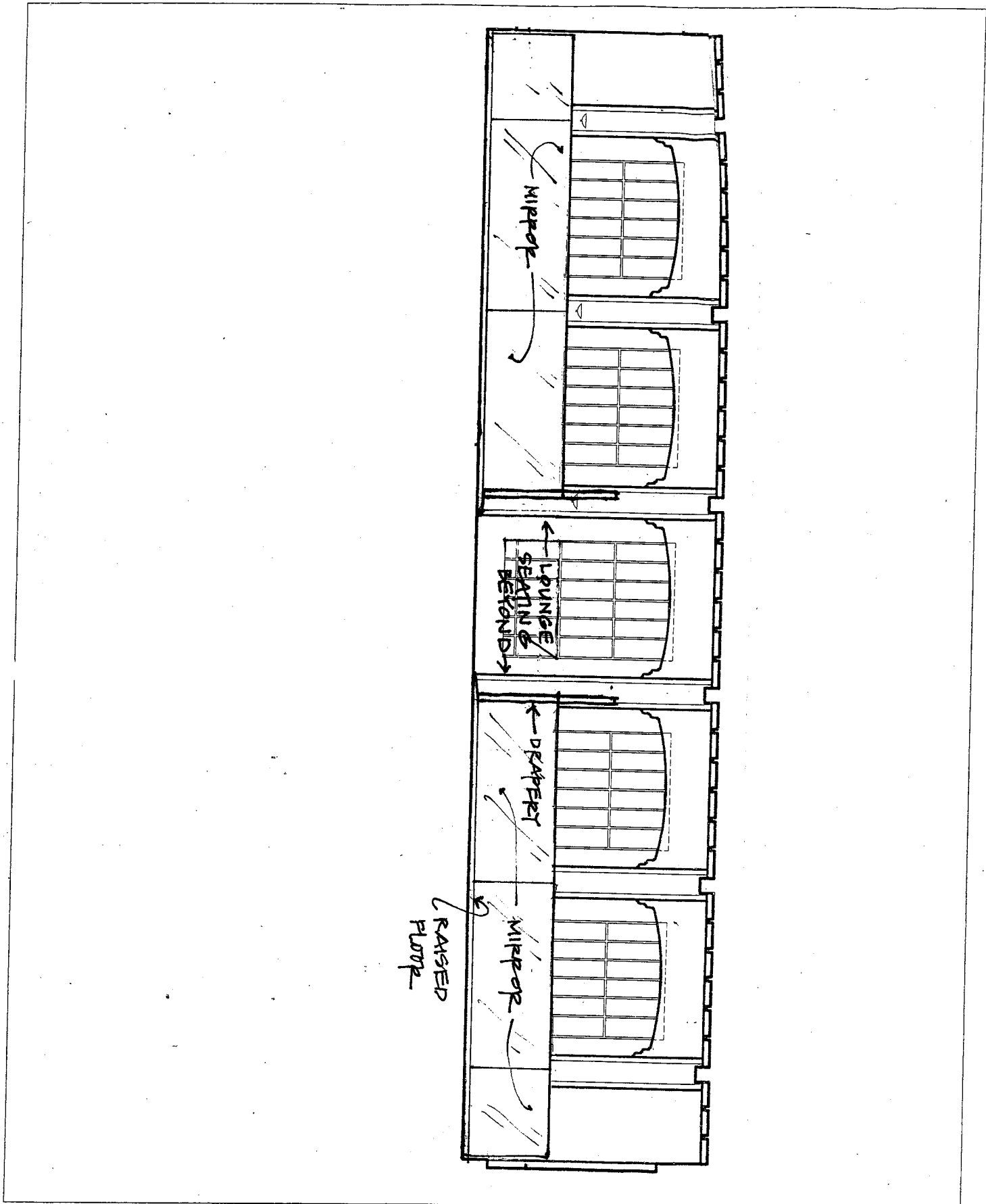
sk-1

DATE:	9-13-02
SCALE:	N.T.S.



Zyscovich

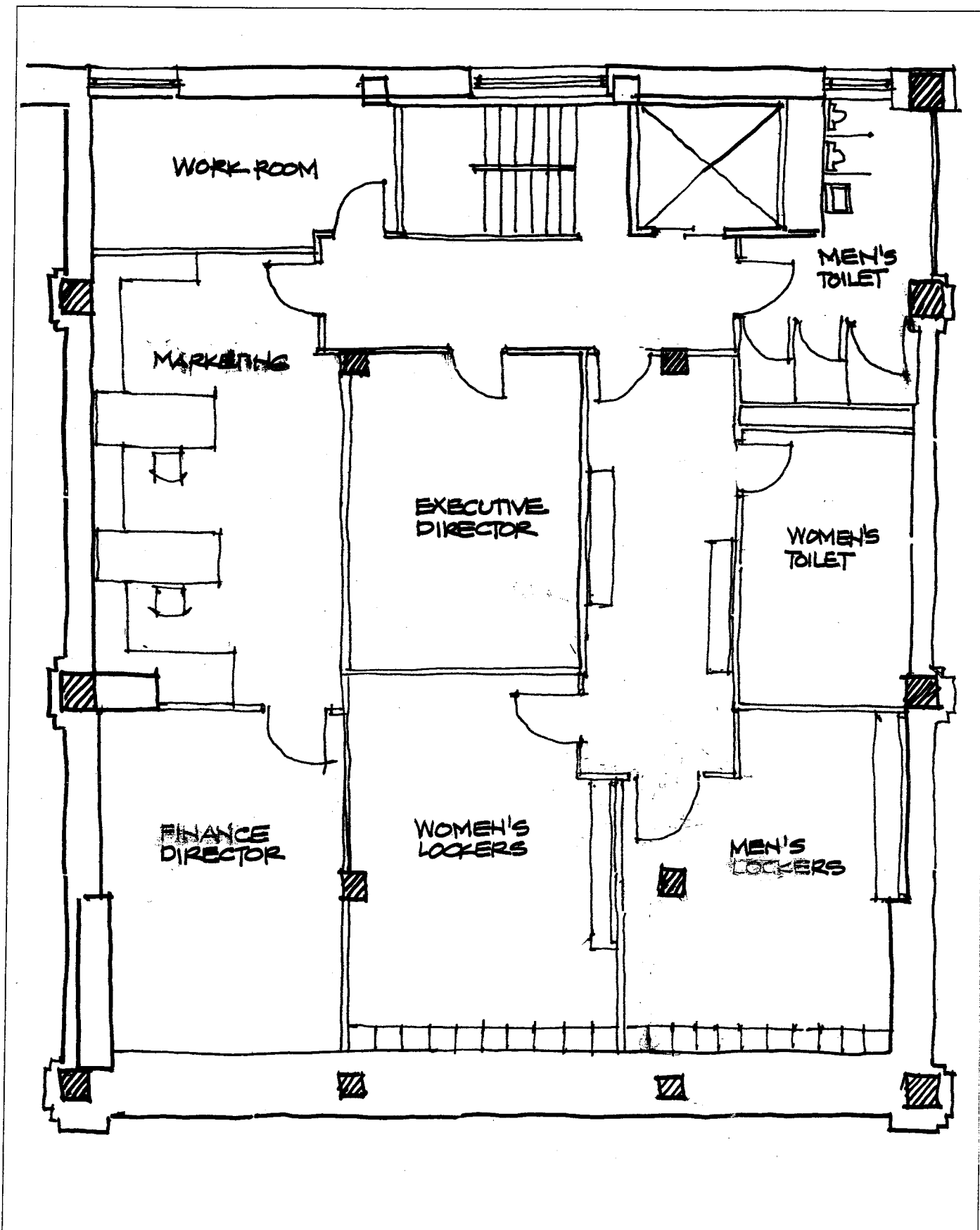
PROJECT: BALLET GAMONET
 PROJECT No.: _____
 REVISION TO SHEET No.: _____
 RE: FLOOR PLAN



SK-2	DATE: 9-13-02
	SCALE: N.T.S.



PROJECT: BALLET GAMONET
 PROJECT No.: _____
 REVISION TO SHEET No.: _____
 RE: ELEVATION @
DANCE FLOOR.



SK-3	DATE:	10-3-02
	SCALE:	1/8" = 1'-0"



Zyscovich

PROJECT: **PAVET CAMONET**
 PROJECT No.: _____
 REVISION TO SHEET No.: _____
 RE: **FLOOR PLAN - 3RD FLOOR.**

**BALLET GAMONET
2003/2004
SEASON CALENDAR**

BALLET GAMONET
 2003-2004
 Season Calendar

1-Jul-2003						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
						5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

BALLET GAMONET
2003-2004
Season Calendar

1-Aug-2003

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
					1	2	
WEEK 1							
Rehearsal Wk.		New Gamonet 1 Staging					
BALLET GAMONET							
03-04 Contract			Restaging				
Begins			"Transtangos"				
Season			"Nous Sommes"		Free Classes		
Debut					For Kids		
4			5	6	7	8	9
WEEK 2							
Rehearsal Wk.		New Gamonet 1 Staging					
			Restaging				
			"Transtangos"				
			"Nous Sommes"		Free Classes		
					For Kids	Payroll 1	
11			12	13	14	15	16
WEEK 3							
Rehearsal Wk.		New Gamonet 1 Staging					
			Restaging				
			"Transtangos"				
			"Nous Sommes"		Free Classes		
					For Kids		
18			19	20	21	22	23
WEEK 4							
Rehearsal Wk.		New Gamonet 1 Staging					
			Restaging				
			"Transtangos"		Free Classes		
			"Nous Sommes"		For Kids		
						Payroll 2	
25			26	27	28	29	30

BALLET GAMONET
2003-2004
Season Calendar

1-Sep-2003						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	WEEK 5					
	Rehearsal Wk.					
				Free Classes For Kids		
	1	2	3	4	5	6
	WEEK 6					
	Rehearsal Wk.					
	Alonzo King's Skating					
				Free Classes For Kids	Payroll 3	
	8	9	10	11	12	13
	WEEK 7					
	Rehearsal Wk.					
	Alonzo King's Skating					
				Free Classes For Kids		
	15	16	17	18	19	20
	WEEK 8					
	Rehearsal Wk.					
	Alonzo King's Skating					
				Free Classes For Kids	Payroll 4	
	22	23	24	25	26	27
	WEEK 9					
	Production Wk.					

BALLET GAMONET
 2003-2004
 Season Calendar

1-Nov-2003

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
WEEK 13						
Rehearsal Wk.	New Gamonet 2					
	Staging					
	Restaging					
	"Play On Hearts"					
				Free Classes		
				For Kids		
3	4	5	6	7	8	
WEEK 14						
Rehearsal Wk.	New Gamonet 2					
	Staging					
	Restaging					
	"Play On Hearts"					
				Free Classes		
				For Kids	Payroll 7	
10	11	12	13	14	15	
WEEK 15						
Rehearsal Wk.	New Gamonet 2					
	Staging					
	Restaging					
	"Play On Hearts"					
				Free Classes		
				For Kids		
17	18	19	20	21	22	
WEEK 16						
Rehearsal Wk.	New Gamonet 2					
	Staging					
	Restaging					
	"Play On Hearts"					
				Free Classes		
				For Kids	Payroll 8	
24	25	26	27	28	29	
WEEK 17						
Rehearsal Wk.						
31						

BALLET GAMONET
2003-2004
Season Calendar

1-Dec-2003

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	WEEK 18					
	Rehearsal Wk.	Restaging "Purple Bend I" "Flames of Paris"				Youth Outreach
				Free Classes For Kids		
	1	2	3	4	5	6
	WEEK 19					
	Rehearsal Wk.	Restaging "Purple Bend I" "Flames of Paris"				
				Free Classes For Kids	Payroll 9	
	8	9	10	11	12	13
	WEEK 20					
	Rehearsal Wk.	Restaging "Purple Bend I" "Flames of Paris"				
				Free Classes For Kids		
	15	16	17	18	19	20
	WEEK 21					
	Rehearsal Wk.	Restaging "Purple Bend I" "Flames of Paris"				
					Payroll 10	
	22	23			26	27
	WEEK 22					
	Rehearsal Wk.	Restaging "Purple Bend I" "Flames of Paris"				
	29	30				

BALLET GAMONET
 2003-2004
 Season Calendar

1-Jan-2004

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
						2	
		WEEK 23				GUSMAN II	GUSMAN II
		Production Wk.			Youth Outreach Attendance to Studio Rehearsal		
			5	6	7	8	Payroll 11
GUSMAN II	WEEK 24				BCH II	BCH II	
	Production Wk.			Youth Outreach Attendance to Studio Rehearsal			
	Dancer's Day Off						
11	12	13	14	15	16	17	
BCH II							
	Dancer's Day Off						
					Payroll 12		
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	
1							

BASIC LEASE INFORMATION

Date: February _____, 2003

Landlord: ALFRED I DUPONT BUILDING PARTNERSHIP, a _____

Tenant: BALLET GAMONET, INC., a Florida corporation

Section 1,
Paragraph (k)

The Premises shall be _____ square feet of the second (2nd) floor plus _____ square feet on the third (3rd) floor of the Alfred I Dupont Building (the "Building"), located at 169 E. Flagler Street, Miami, Florida 33131, all as more specifically indicated on the floor plan attached hereto as Exhibit "A";

Section 1,
Paragraph (n)

Rentable Area of Premises: 10,020 net rentable square feet. Said amount shall be deemed the Rentable Area of the Premises regardless of whether either party, subsequent to the execution hereof, obtains any calculation of square footage in the Premises which deviates from 10,020 square feet.

Section 1,
Paragraph (r)

Tenant's Percentage Share: _____

Section 3

Base Rent: \$100,200 per year, plus applicable sale tax, payable monthly in the amount of \$ 8,350.00 per month, plus sales tax at the then applicable rate, which at the time of execution hereof is 7%, or \$584.50 per month. Commencing with and payable on the first day of the twenty-fifth (25th) full calendar month of this Lease, Base Rent shall increase by a factor of 4%, and shall continue to increase by 4% on the first day after every twelve (12) months thereafter until the end of the term hereof. Base Rent shall not include the cost of separately metered utilities for the Premises, including electricity and water, unless said utilities cannot be separately metered, in which event, Tenant shall pay Tenant's Percentage Share of the entire water bill and entire electric bill for the Building. Tenant shall also pay for its consumption of electric in the Premises in excess of that considered by Landlord to be used, normal and customary for all tenants in the Building, or which requires special circuits or equipment. In addition to Base Rent, Tenant shall also pay any and all additional rent more particularly set forth herein; all subject to increases as set forth herein.

Section 23

Security Deposit: \$25,050.00

Section 25

Landlord's Address for Notices:

ALFRED I DUPONT BUILDING PARTNERSHIP
169 E. Flagler Street, Suite 1600
Miami, Florida 33131

Section 35

This Lease is contingent on the City of Miami providing to Tenant a total sum of \$ _____ to be paid be the City directly to _____ and to be used for the construction of Tenant Improvements, all as is more particularly set forth in the Work Letter.

This lease is also contingent upon Union Planters Bank executing a termination of Lease for the Union Planters Space and vacating the Union Planters Space no later than _____.

Exhibits:

Exhibits A, B, and C

The provisions of the Lease identified above in the margin are those provisions where references to particular Basic Lease Information appear. Each such reference shall incorporate the applicable Basic Lease Information.

WITNESSES:

(2 required for each party)

LANDLORD:

ALFRED I DUPONT BUILDING PARTNERSHIP

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

Date of Execution by Landlord: _____

TENANT:

BALLET GAMONET, INC., a Florida corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

Date of Execution by Tenant: _____

THE ALFRED I DUPONT BUILDING
LEASE AGREEMENT

THIS LEASE, dated February __, 2003, for purposes of reference only, is made and entered into by and between ALFRED I DUPONT BUILDING PARTNERSHIP ("Landlord") and BALLET GAMONET, INC. a Florida corporation ("Tenant").

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises described in paragraph 1(c) below for the term and subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which Landlord and Tenant hereby mutually agree.

1. DEFINITIONS. Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

- (a) "Basic Lease Information" shall mean information set forth in this Lease located immediately after the cover page hereof and entitled the "Basic Lease Information".
- (b) "Base Rent" shall mean the amounts set forth in the Basic Lease Information of this Lease.
- (c) "Building" and "Office Building" shall mean the Alfred I Dupont Building (and all appurtenances thereto) located at 169 East Flagler Street, Miami, Florida 33131.
- (d) "Building Grade" shall mean: (i) the type, brand and/or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building or, as the case may be, the exclusive type, grade or quality of material to be used in the Building; and (ii) the standard method of construction and installation technique to be used in the Building.
- (e) "Building Standard Improvements", when used herein, shall mean the "Shell Improvements" (hereinafter defined) to the Building and the "Tenant Improvements" (hereinafter defined) which Landlord shall agree to provide using "Building Grade" (hereinafter defined) construction and materials according to the Work Letter attached hereto as Exhibit "B" and incorporated herein for all purposes.
- (f) "Business Hours" are defined as Monday-Friday, 8:00am-7:00pm. Tenant shall have access to the Premises and Building 24 hours per day, 7 days per week, 52 weeks per year. During times that are not defined as

Business Hours, access to the Building shall be restricted solely to office tenants and the guests and invitees that they accompany, with entry during said time only accessible via the method of entry in place for the Building at that time.

(g) "Commencement Date" shall be and mean the earlier of March 1, 2003 or the date the Tenant Improvements are Substantially Completed (as defined in the Work Letter).

(h) "Common Area" shall mean those areas within the Property, and not within the Premises, devoted to corridors, elevator foyers, restrooms, mechanical rooms (containing machinery, equipment, or controls for the air conditioning, security, telecommunications, elevators, and other Building systems), janitorial closets, electrical and telephone closets, vending areas, lobby areas (whether at ground level or otherwise), and other similar facilities provided for the common use or benefit of tenants of the Property generally and/or the general public.

(i) "Lease Term" shall mean a term commencing on the Commencement Date and continuing until February 28, 2007. The term "Lease Year" shall mean each consecutive twelve (12) full calendar month period of the Lease Term, except that the first Lease Year shall include any portion of a calendar month during which the Commencement Date occurs plus the following twelve (12) full calendar months. If the Lease expires on a day other than the last day of a full Lease Year, as defined herein, then the last Lease Year of the Lease Term shall be the portion of the Lease Year during which the Lease Term expires, regardless of its length.

(j) "Operating Expenses" shall mean any and all expenses, costs, and disbursements of every kind which Landlord pays, incurs, or becomes obligated to pay in connection with the operation, management, repair, and maintenance of all portions of the Property for a particular calendar year as reasonably determined by Landlord.

(k) "Premises" shall mean the portion of the Property located on the floor(s) of the Building specified in the Basic Lease Information which is outlined on the floor plan(s) attached hereto as **Exhibit "A"**.

(l) "Property" shall include the fee simple real estate which consists of the entire Building as well as all appurtenances, easements and other rights and interests of Landlord therein.

(m) "Rent" shall mean the sum of the Base Rent, as defined in Section 3 (a) hereof, and any other additional rent as specified herein.

(n) "Rentable Area of the Premises" shall be the number of square feet specified in the Basic Lease Information.

4/25/03
Not 5 years
from Oct or Nov 03,
the likely point
to move in,
it will be 3 yrs +
4 or 5 mos.
If the lease started
on May 01, which is
impossible, the
term is still only
3 yrs + 4 or 5 mos.

- (o) "Service Areas" shall mean those areas within the exterior bounds of the Property used for building stairs, elevator shafts, flues, vents, stacks, pipe shafts and other vertical penetrations (but shall not include any such areas designated for the exclusive use of a particular Building tenant).
- (p) "Shell Improvements" shall mean those certain improvements which have or will be constructed and installed in the Building by Landlord as provided in Exhibit "B" hereto.
- (q) "Tenant Improvements" shall include those improvements constructed or installed on the Premises by or for Tenant as provided in Exhibit "B" hereto, using "Building Grade" (hereinafter defined) construction and materials where appropriate.
- (r) "Tenant's Percentage Share" shall mean the percentage figure specified in the Basic Lease Information.

2. TERM; COMPLETION OF IMPROVEMENTS. This Lease shall continue in force during a period beginning on the Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term or provision hereof. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Commencement Date set forth above, including its inability to complete the Tenant Improvements as set forth in the Work Letter attached hereto as Exhibit "B", this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, unless caused by a Tenant's Delay (as defined in the Work Letter") or otherwise subject to any contrary provisions in "Exhibit B" attached hereto, Rent shall be waived until the time when Landlord can deliver possession.

- (a) Prior to the Commencement Date, Landlord shall manage the construction or installation in the Premises of the improvements to be constructed or installed pursuant to the provisions of the Work Letter attached hereto as "Exhibit B" (the "Work Letter"). The Premises shall be deemed completed and possession delivered when these improvements have been Substantially Completed (as defined in the Work Letter) subject only to the completion of items on the Punch List (defined in the Work Letter), and Tenant shall accept the same upon notice from Landlord that such improvements have been so Substantially Completed.
- (b) If Landlord uses its best efforts to have the Premises Substantially Completed in accordance with the Work Letter, then, in the event the Premises is not Substantially Completed by March 1, 2003, except to the extent of any Tenant's Delay and except as is explicitly set forth in this subparagraph, Tenant's sole remedy for the Landlord's delay in the Substantial Completion of the Premises prior to March 1, 2003 shall be that the Commencement Date, and the Tenant's obligation to pay any rent hereunder, shall be postponed until the date of actual occupancy of the Premises by Tenant. The expiration of the Lease Term on February 28,

2007 shall not, in any event, be extended. Also, other than postponing the Commencement Date as provided in this subparagraph 2(b), and postponing the payment of rent, Landlord shall have no further liability for the Premises failing to reach Substantial Completion prior to March 1, 2003.

- (c) If, and to the extent, Landlord's Substantial Completion of the improvements to the Premises pursuant to the Work Letter is delayed due to a Tenant's Delay, then the Commencement Date shall be the earlier of (i) the date of actual occupancy of the Premises by Tenant; or (ii) the date immediately following the day substantial completion of such improvements would have been reached but for Tenant's Delay, at which time all of Tenants obligations hereunder shall commence.
- (d) No later than ten (10) days from the actual Commencement Date as determined hereby, Tenant shall deliver to Landlord a memorandum of acceptance of the Premises in form acceptable to Landlord which shall indicate the Commencement Date, date of term expiration and Tenant's acceptance of the Premises.
- (e) Tenant will have access to the Premises during the period that Landlord is completing the Tenant Improvements provided the Tenant must request such access with prior, reasonable notice to the Landlord. Tenant shall be liable to Landlord for any damage or injury that Tenant or any of Tenant's agents or employees cause to the Premises or the Building during this period and shall indemnify and hold Landlord harmless against any damage or injury that Landlord or the Property may suffer as a result of the same. Furthermore, Landlord shall not be liable for any personal injury or damages to Tenant, any of tenant's agents, invitees or employees or any of Tenant's (or its agents', invitees or employees) property which occurs on the Premises prior to the Commencement Date.

3. RENT.

- (a) Tenant shall pay in advance on the first day of each month during the term hereof the following sums as Rent:
 - (1) Base Rent.
 - (i) Tenant agrees to pay during the Lease Term, to Landlord, without any setoff or deduction whatsoever, the Base Rent and all such other sums of money as shall become due hereunder as additional rent, all of which are sometimes herein collectively called "Rent", for the nonpayment of which Landlord shall be entitled to exercise all such rights and remedies as are herein provided in the case of the nonpayment of Base Rent. Except as otherwise provided

herein, the annual Base Rent for each calendar year or portion thereof during the Lease Term, shall be due and payable in advance in twelve (12) equal installments on the first day of each calendar month during the initial term of this Lease and any extensions or renewals thereof, and Tenant hereby agrees to pay such Base Rent and any adjustments thereto to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time) monthly, in advance, and without demand. All sums due Landlord shall be payable only in lawful money of the United States of America and shall be obtained against a financial institution with an office in the United States of America. If the lease term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, then the installments of Base Rent and any adjustments thereto for such month or months shall be prorated, based on the number of days in such month.

- (ii) All installments of rent and any additional rent not paid when due and payable shall bear interest at the maximum lawful rate from the date due until paid.
- (iii) In addition to the Base Rent, as same may be adjusted from time to time, in the event Landlord is unable to provide separate meters for the electric and water utilized by the Premises, Tenant shall pay, as additional rent, Tenant's proportionate share of the amounts incurred by Landlord in for the entire electric and water bills for the Property. Tenant shall pay these amounts within ten (10) days after receipt of written notice of said amounts from Landlord.
- (iv) The Base Rent installment due for the first full calendar month and any partial calendar month occurring after the execution hereof shall be deposited with Landlord by Tenant on the date of full execution hereof. In the event the expected Commencement Date is on a date that is not the first (1st) day of the calendar month, the payment due for said partial calendar month shall be prorated based upon the actual number of days remaining in that calendar month. In the event the actual Commencement Date is on a day other than the first (1st) day of a calendar month, then Tenant shall receive a credit from Landlord against the first payment of Base Rent due from Tenant after the Commencement Date equal to a portion of Base Rent prorated on the basis of the actual number of days the

Premises were occupied by Tenant from the Commencement Date though the last day of the calendar month which includes the Commencement Date.

- (v) TENANT SHALL PAY ALL SALES AND MUNICIPAL, COUNTY, STATE AND FEDERAL USE AND SALE TAXES LEVIED OR ASSESSED AGAINST ALL RENTAL PAYMENTS DUE UNDER THIS LEASE, OR OTHERWISE ASSESSED AGAINST THE OCCUPANCY OF THE PREMISES OR THE PERSONAL PROPERTY THEREIN, WHEN DUE, AND, WITH REGARD TO SALES TAX, SHALL PAY FOR THE SAME SIMULTANEOUSLY WITH EACH SUCH RENTAL PAYMENT.
- (vi) Subject to the terms hereof, Tenant shall commence payment of Base Rent and all additional rent on the Commencement Date.
- (b) Tenant Verification. Tenant or its accountants, who must be duly licensed and legally practicing in the state of Florida, shall have the right to inspect and copy, in a reasonable manner at Landlord's office, during the three (3) day period following the delivery to Tenant by Landlord of Landlord's statement of Tenant's obligations for Tenant's Percentage Share of Landlord's electric and water bills such of Landlord's records as pertain to and contain information concerning such costs and expenses in order to verify the amounts thereof. If Tenant shall not dispute in writing any item or items included in the determination of these expenses within three (3) days after the receipt of written notice of the same from Landlord, Tenant shall be deemed to have approved such statement.
- (c) Service Charge. If any installment of Base Rent or additional rent provided for in this Lease, or any part thereof, is not paid by the due date, it shall be subject to a service charge of ten percent (10%) of the unpaid rent due for each month or fraction thereof (or such lesser percentage as may be the maximum amount permitted by law).
- (d) Application of Payments. All sums due and payable pursuant to the terms and provisions of this Lease shall be payable only in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, and shall be applied against sums coming due under this Lease in the order Landlord shall determine in its sole discretion.

4. USE.

The Premises shall be used solely for a ballet studio and administrative offices and for no other use. Tenant shall not do or permit to be done in or about the Premises, nor bring, keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire insurance policy, or will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering the Property, or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Property, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on, or about the Premises. Tenant shall not bring hazardous materials into the Building, except for minor amounts as contained in routine household and office cleaning products, without the prior approval of the Landlord.

5. SERVICES.

- (a) Landlord shall maintain the Common Areas, including lobbies, stairs, elevators, corridors and restrooms, the windows in the Building in reasonably good order and condition except for damage occasioned by the act of Tenant, which damage shall be repaired by Landlord at Tenant's expense. Tenant shall during the Term of this Lease, keep in first-class order condition and repair the Premises and every part thereof, including without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical and lighting facilities and equipment within the Premises, and fixture, interior walls, ceilings, windows, skylights, entrances and vestibules located within the Premises. Tenant shall paint the interior surface of exterior walls as often as may be required to keep the Premises neat and attractive. Tenant shall replace the heating, air conditioning, ventilating, light bulbs and floor coverings in the Premises whenever replacement of said equipment is required during the Term of this Lease
- (b) Landlord shall furnish (1) electricity for lighting and air conditioning the Common Area as well as water to the Common Area and, only if the Premises are not separated metered for electric and/or water, for the Premises as well (as applicable), subject to Tenant reimbursing Landlord for Tenant's Percentage Share of the same and the Excess Use (defined in section 5(c) below), (2) elevator service for the Common Area, (3) lighting replacement for the Common Area (for building standard lights), (4) restroom supplies for the Common Areas, (5) janitor service for the

Common Area. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services (ii) failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Property, or (iii) the limitation, curtailment, rationing or restrictions on use of water, electricity, gas or any other form of energy serving the Premises or the Property. The failure by Landlord to any extent to furnish, or the interruption or termination of the foregoing services, in whole or in part, resulting from causes beyond the reasonable control of Landlord, shall not be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Should any of the equipment or machinery used in the provision of such services for any cause cease to function properly, Tenant shall have no claim for offset or abatement of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom.

- (c) No electric current shall be used by Tenant except that furnished or approved by Landlord, nor shall electric cable or wire be brought into the Premises, except upon the written consent and approval of the Landlord. Tenant shall use only machines and equipment that operate on the Building's standard electric circuits, but which in no event shall overload the Building's standard electric circuits from which the Tenant obtains electric current. Any consumption of electric current in excess of that considered by Landlord to be used, normal and customary for all tenants in the Building, or which require special circuits or equipment (the installation of which shall be at Tenant's expense after approval in writing by the Landlord) ("Excess Use"), shall be paid for by the Tenant as additional rent, based upon Landlord's estimated cost of such excess electric current consumption.
- (d) Tenant shall pay for all separately metered utilities, including but not limited to light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Tenant, together with any local, state or federal taxes thereon. Tenant shall directly pay the provider of such separately metered services.

6. TAXES PAYABLE BY TENANT. In addition to the monthly rental and other charges to be paid by Tenant hereunder; (a) Tenant shall reimburse Landlord as additional rent upon demand for any and all taxes paid by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties hereto upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or by the cost or value of any leasehold improvement made in or to the Premises by or for Tenant, other than building standard tenant improvements made by Landlord, regardless of whether title to such improvements shall be in Tenant or

Landlord; (b) Tenant agrees to pay monthly to the Landlord as additional rent any sales, use or other tax, excluding State and/or Federal Income Tax, now or hereafter imposed upon any and all rents or other sums due and payable hereunder by the United States of America, the State, or any political subdivision thereof, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Landlord.

7. MAINTENANCE, ALTERATIONS, CONSTRUCTION LIENS, SHORT FORM LEASE.

- (a) Tenant, by its occupancy hereunder, accepts the Premises "AS IS" and without any representation of warranty whatsoever (subject only to items in the Punch List) and as being in good repair and condition. Tenant shall maintain the Premises and every part thereof in good repair and in a clean, first class, attractive condition, reasonable use, ordinary wear and tear excepted. Tenant, shall, at its own cost and expense, repair or replace any damage or injury to all or any part of the Premises caused by Tenant or Tenant's agents, employees, invitees, licensees or visitors; provided, however, if Tenant fails to make the repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements and Tenant shall reimburse the cost to Landlord immediately on demand. Tenant agrees not to commit or allow any waste to be committed on any portion of the Premises or in the Property or any portion thereof.

- (b) Tenant shall make no changes in or to the Premises without Landlord's prior written consent which consent may be given on terms as Landlord may elect. Subject to the prior written consent of Landlord which consent may be given on terms as Landlord may elect, and to the provisions of this paragraph, Tenant, at Tenant's expense, and for Landlord's benefit, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the Premises by using contractors or mechanics first approved by Landlord. All fixtures, paneling, partitions, railings and like installations, installed in the Premises at any time, either by Tenant or by Landlord in Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the Premises unless Landlord, by notice to Tenant no later than twenty (20) days prior to the date fixed as the termination of this Lease, elects to have them removed by Tenant, in which event, the same shall be removed from the Premises by Tenant forthwith, at Tenant's expense. Nothing in this paragraph shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the Premises, or upon removal of other installations as may be required by Landlord, Tenant shall immediately, and at its expense, repair and restore the Premises to the condition existing prior to installation and repair any damage to the Premises or the Property due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the Premises, after Tenant's removal, shall be deemed abandoned and may, at

the election of Landlord, either be retained as Landlord's property, or may be removed from the Premises by Landlord at Tenant's expense. Tenant shall, before making alterations, additions, installations or improvements, at its expense, obtain all permits, approval and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry workman's compensation, general liability, personal and property damage insurance as Landlord may require. Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of construction liens upon Tenant's interest in the Premises and real property, and any construction liens filed in contravention of this agreement upon the interest of Landlord, for all work, labor and services to be performed and materials to be furnished in connection with such work, signed by all contractors, subcontractors, materialman and laborers to become involved in such work. Tenant shall at the end of the term hereof, surrender to Landlord the Premises and all alterations, additions and improvements thereto in the same condition as when received, ordinary wear and tear and damage by fire, Act of God or the elements excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as specifically herein set forth. No representations respecting the condition of the Premises, the Building, or the Property have been made by Landlord to Tenant, except as specifically herein set forth.

- (c) In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes Section 713.10, no work performed by Tenant on the Premises or the Building, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the Building or the estate of Landlord created hereunder by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant agrees to advise any contractor, materialman or subcontractor performing work on behalf of Tenant of this provision exculpating Landlord from liability for such liens. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded within thirty (30) days after written notice from Landlord of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord

including reasonable attorney's fees incurred by Landlord either defending against such lien or in the procuring the discharge of such lien, together with interest thereon at the highest rate permissible by law, shall be due and payable by Tenant to Landlord as if the same were part of the Base Rent.

- (d) If so requested by Landlord, Tenant shall execute a short form or memorandum or this Lease, which may be recorded in the Public Records for Miami-Dade County, Florida, for the purpose of protecting the respective estates of the parties hereunder, whether from mechanics' claims of lien as provided in Florida statutes, Chapter 713.10 or otherwise. This section shall survive the expiration or earlier termination of this Lease.

8. DAMAGE OR DESTRUCTION.

- (a) If by fire, or other casualty, the Premises are totally destroyed, or the Building is partially damaged or destroyed to the extent of fifteen percent (15%) or more of the replacement cost thereof, even though the Premises may not be damaged, Landlord shall have the option of terminating this Lease, or any renewal thereof, by serving written notice upon the Tenant within sixty (60) days from the date of the casualty, and any prepaid rent shall be prorated as of time of destruction, and unearned rent refunded without interest.
- (b) If by fire, or other casualty, the Premises are damaged or partially destroyed to the extent of five percent (5%) or more of the replacement cost thereof, and the provisions of (a) above are not applicable, then (1) if the unexpired term of the Lease is less than two (2) years, excluding any unexercised renewal option, Landlord may either terminate this Lease by serving written notice upon Tenant within thirty (30) days of the date of destruction, or Landlord shall restore the Premises, or (2) if the unexpired term of the Lease is more than two (2) years, including any exercised renewal option, Landlord shall restore the Premises.
- (c) If by fire, or other casualty, the Premises are damaged, or partially destroyed to the extent of less than five percent (5%) of the replacement cost thereof, and the provisions of (a) above are not applicable, Landlord shall restore the Premises.

9. SUBROGATION. Tenant shall obtain from its insurers under all policies of fire, theft, public liability, workmen's compensation and other insurance maintained by it at any time, during the term hereof, insuring or covering the Property, or any portion thereof, or operations therein, a waiver of all rights of subrogation which the insurer of Tenant might have against the Landlord, and Tenant shall indemnify Landlord against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

10. INDEMNIFICATION. Tenant hereby waives all claims against Landlord for any damage, loss, expenses or liabilities to any property, or injury, or death of any person in, upon or about the Premises arising at any time and from any cause other than by reason of gross negligence, or willful act of Landlord, and Tenant shall hold Landlord harmless from any damage, loss, expenses or liabilities to any property, or injury to, or death of any person arising from or related to the use of the Premises by Tenant, except such as is caused by gross negligence or willful act of Landlord. The foregoing indemnity obligation of Tenant shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by Landlord from the first notice that any claim or demand is to be made or may be made. The provisions of this section 10 shall survive the termination of this Lease with respect to any damage, injury or death the cause of which occurred prior to such termination.

11. COMPLIANCE WITH LEGAL REQUIREMENTS. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force, or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now, or hereafter constituted, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Premises, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises, excluding requirements of structural changes not related to or affected by improvements made by or for Tenant or by Tenant's acts.

12. ASSIGNMENT AND SUBLETTING. Tenant may not assign, sublease, transfer or encumber this Lease or any interest therein without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole, unfettered discretion. In Lieu of consenting or not consenting, Landlord may, at its option, (i) in case of the proposed assignment or subletting of Tenant's entire leasehold interest, terminate this Lease in its entirety, or (ii) in the case of the proposed assignment or subletting of a portion of the Premises, terminate this Lease as to that portion of the Premises which Tenant has proposed to assign or sublet. In the event Landlord elects to terminate this Lease pursuant to clause (ii) of this paragraph, Tenant's obligations as to Base Rent and additional rent shall be reduced in the same proportion that the net rentable area of the portion of the Premises taken by the proposed assignee or subtenant bears to the total Rentable Area of the Premises.

Any attempted assignment or sublease by Tenant in violation of the terms and covenants of this Paragraph shall be void ab initio. In the event Tenant is a corporation or a partnership, the conveyance of ten percent (10%) or more of the corporate stock or the assignment of any partnership interest, as the case may be, shall be deemed an assignment for the purposes hereof.

13. RULES. Tenant will comply with the rules and regulations of the Property (the "Rules and Regulations") as adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so. Landlord shall give Tenant written notice of the Rules and Regulations as adopted and revised from time to time, and Tenant shall be obligated to comply with same as of the date of Tenant's receipt of such notice.

14. ENTRY BY LANDLORD. Landlord may enter the Premises at reasonable hours to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c)

determine whether Tenant is complying with all its obligations hereunder, (d) supply janitor service and any other service to be provided by Landlord to Tenant hereunder, if any (e) post notices of nonresponsibility, and (f) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Property; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof.

15. FILMING RIGHTS. At all times throughout the Lease Term, Landlord shall have the unfettered right to permit the use of the interior or exterior of the Building and to grant access to the Building to any person, group, company or other entity for the purpose of utilizing the interior or exterior of the Building for use in any motion picture, video, television or other medium of film or video. The granting of such access shall not be deemed a constructive eviction, or to otherwise, in any manner, be deemed to diminish Tenant's quiet enjoyment of the Premises, or provide Tenant with any rights of set off, abatement, or otherwise with respect thereto. Furthermore, the video taping or filming of the Premises or of any signs or other identifying marks of Tenant or of any person who is an employee, agent, guest, or invitee of Tenant is expressly permitted and shall not entitle Tenant or such person to any form of compensation or remuneration in the event such filming or video taping occurs and/or is otherwise displayed or sold for display in any public or private forum. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for damages or other injury resulting from Tenant and any other person claiming any rights to compensation or remuneration in connection with the same.

16. EVENTS OF DEFAULT AND LANDLORD'S REMEDIES.

- (a) The following events shall be deemed to be "Events of Default" by Tenant under this Lease: (i) Tenant shall fail to pay any Rent or other sum of money due hereunder and such failure shall continue for a period of five (5) days after the date such sum is due; (ii) Tenant shall fail to comply with any provision of this Lease or any other agreement between Landlord and Tenant not requiring the payment of money (all of which terms, provisions and covenants shall be deemed material) and such failure shall continue for a period of ten (10) days (or immediately if the failure involves a hazardous condition) after written notice of such default is delivered to Tenant; (iii) the leasehold hereunder demised shall be taken by execution or other process of law in any action against Tenant; (iv) Tenant notifies Landlord, at any time prior to the Commencement Date,

that Tenant does not intend to take occupancy of the Premises upon the Commencement Date, or Tenant shall fail to promptly move into and take possession of the Premises when the Premises are ready for occupancy or shall cease to do business in or abandon any substantial portion of the Premises; (v) Tenant shall become insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; (vi) Tenant takes any action to, or notifies Landlord that Tenant intends to file a petition under any section or chapter of the National Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof, or a petition shall be filed against Tenant under any such statute, or Tenant or any creditor of Tenant notifies Landlord that it knows such a petition will be filed, or Tenant notifies Landlord that it expects such a petition to be filed; or (vii) a receiver or trustee shall be appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant.

- (b) Upon the occurrence of any event or events of default by Tenant, whether enumerated in this Paragraph or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except for that expressly required by Subparagraph 15(a)) or demand for possession whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of rent or other obligations due and waives any and all other notices or demand requirements imposed by applicable law); (i) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; (ii) terminate Tenant's right to occupy the Premises and re-enter and take possession of the Premises (without terminating this Lease); (iii) Landlord shall have the right, without terminating or canceling this Lease, to declare all amounts and rents due under this Lease for the remainder of the Lease Term (or any extension or renewal thereof) to be immediately due and payable, and thereupon all rents and other charges due hereunder to the end of the Lease Term (or any extension or renewal term, if applicable) shall be accelerated; (iv) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the rent due and payable under the terms of this Lease; (v) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action; and (vi) exercise all other remedies available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

In the event Landlord elects to re-enter or take possession of the Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof. In addition, the provisions of Paragraph 28 hereof shall apply with respect to the period from and after the giving of notice of such termination to Tenant. All Landlord's remedies shall be cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

- (c) This Paragraph shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease or to evidence the termination of Tenant's right of occupancy, Tenant and Landlord hereby agree that notice, either oral or by telephone, or by any act of Landlord that comes to the attention of Tenant, its agents, servants or employees, which reflects Landlord's intention to terminate, shall be sufficient to evidence and effect the termination herein provided for, but Tenant hereby agrees that, as between Landlord and Tenant, its successors and assigns, no such notice shall ever be necessary to effect a termination hereunder.

17. LANDLORD'S RIGHT TO CURE DEFAULTS. All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rental, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payments or perform any such other act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Landlord on demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rental.

18. ATTORNEY'S FEES. If, as a result of any breach or default in the performance of any of the provisions of this Lease, Landlord or Tenant uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease, or evict Tenant, the prevailing party shall be reimbursed by the other party upon demand for any and all reasonable attorney's fees and expenses so incurred by the prevailing party.

19. EMINENT DOMAIN. If the whole or substantially the whole of the Property, Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as

of the date when physical possession of the Property, Building or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Property, Building or the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may, at its option terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Property, Building or Premises is taken by condemning authority. If this Lease is not so terminated upon any such taking or sale, the Base Rent payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Property, Building and the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building or installing the Shell Improvements and the Tenant Improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Property, Building or the Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claim to any such compensation.

20. SUBORDINATION. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building or the Property or any portion thereof and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, or the Building or the Property, however Landlord shall use its best efforts to obtain a subordination non-disturbance and attornment agreement from the holder of any such lien, and Tenant agrees to promptly execute and deliver a subordination non-disturbance and attornment agreement in a form set forth on Exhibit "C" hereto (or substantially similar to that set forth in Exhibit "C", subject to Lender's approval) to Landlord. The terms of this Lease are subject to approval by the Landlord's permanent lender(s), and such approval is a condition precedent to Landlord's obligations hereunder. In the event that Tenant should fail to execute any subordination or other agreement required by this Paragraph, promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest.

21. NO MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord terminate all or any existing subleases or subtenancies, or may at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies

22. SALE. In the event the original Landlord hereunder, or any successor owner of the Property, shall sell or convey the Property, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

23. SECURITY DEPOSIT. Tenant has deposited with Landlord the sum as specified in the Basic Lease Information, as security for the faithful performance and observance by Tenant, of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrued before or after summary proceedings, or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant, without interest, after the date fixed as the end of the Lease, after delivery of entire possession of the Premises to Landlord. In the event of a sale of the land and building, of which the Premises form a part, hereinafter referred to as the Building, or leasing of the Building, Landlord shall have the right to transfer the security to the vendee or lessee, and Landlord shall thereupon be released by Tenant from all liability for the return of such security and Tenant agrees to look to the new Landlord solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber, or attempt to assign or encumber, the monies deposited herein as security, and that neither Landlord, nor its successors or assigns, shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of Base Rent or additional rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Should all or any portion thereof be applied by Landlord for the payment of overdue Base Rent, additional rent, or other sums or damages due and payable by Lessee hereunder, after written Notice to Tenant of any such overdue sums and Tenant's failure to pay the same within ten (10) days after receipt of such notice, then Tenant shall, upon the demand of Landlord, forthwith remit to Landlord, a sufficient sum in cash, to restore said deposit to the original amount deposited. Lessee's failure to do so within ten (10) days after receipt of such demand shall constitute a default of this Lease.

In the event of any bankruptcy or other proceeding against Tenant, it is agreed that all such security deposit held hereunder shall be deemed to be applied by Landlord to rent, sales tax and other charges due to Landlord, for the last month of the lease term, and each preceding month, until such security deposit is fully applied. No trust relationship is created herein between Landlord and Tenant with respect to the deposit.

24. WAIVER. The waiver by Landlord of any agreement, condition or provision herein contained, shall not be deemed to be a waiver of any subsequent breach of the same, or any other agreement, condition or provision herein contained, nor shall any custom or practice which may develop between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict

accordance with said terms. The subsequent acceptance of rental hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental.

25. NOTICES. All notices and demands which may or are required to be given by either party to the other hereunder, shall be in writing and shall be deemed to have been fully given when hand delivered or deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed as follows: to Landlord at the address specified in the Basic Lease Information, or to such other place as Landlord may from time to time designate in a notice to Tenant; in the case of Tenant, delivered to the Tenant at the Premises. Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceedings and notices thereunder, the person in charge of or occupying the Premises at the time, and, if no person shall be in charge or occupying the same, then such service may be made by attaching the same on the main entrance of the Premises.

26. ESTOPPEL CERTIFICATE. At any time and from time to time, upon written request by Landlord, Tenant will no later than five (5) days from receipt of such request, execute, acknowledge and deliver to Landlord, a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by a prospective purchaser/mortgagee of the Property or any part thereof. In the event that Tenant should fail to execute any certificate required by this Section, promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place, and stead, it being agreed that such power is coupled with an interest.

27. NO LIGHT, AIR OR VIEW EASEMENT. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Office Building shall in no way affect this Lease or impose any liability on Landlord.

28. OTHER EASEMENTS. It is expressly agreed that Tenant does not acquire any right or easement of the use of any door or passageway in any portion of the Property, or in any area adjoining such Property, except the easement of necessity for ingress and egress, if any, in the doors and passageway directly connecting with Premises, provided however, it is expressly agreed that the Landlord shall have the right to close or obstruct any door or passageway into or from or connecting with the Premises and to interfere with the use thereof, whenever Landlord deems it necessary to effect alterations or repairs thereto or in and about any Premises adjoining such doors or passageways. Landlord reserves the right to use, install, maintain and repair pipes, ducts and conduits within the walls, columns and ceilings of the Premises.

29. HOLDING OVER. In the event of holding over by Tenant after expiration or other termination of this Lease, or in the event Tenant continues to occupy the Premises after the

termination of Tenant's right of possession pursuant to Paragraph 15 hereof, Tenant shall, for the first three (3) months of said holdover period pay rent equal to one hundred twenty-five percent (125%)(and two hundred percent (200%) thereafter) of the most recent Base Rent plus all additional rent hereunder which would have been applicable had the term of this Lease continued through the period of such holding over by Tenant. No holding over by Tenant after the expiration of the term of this Lease shall be construed to extend the term of this Lease, and Tenant shall be deemed to be a tenant-at-sufferance during such holdover period. If as a direct result of Tenant's holding over in the Premises after expiration or other termination of this Lease, Landlord suffers damages or incurs additional obligations to any third party who has leased part or all of the Premises, Tenant shall indemnify Landlord to the extent of such damages or additional obligations, including, without limitation, Landlord's attorneys' fees.

30. LANDLORD'S LIEN. As security for Tenant's payment of rent, damages and all other payments required to be made by this Lease, Tenant hereby grants to Landlord a lien upon all property of Tenant now or subsequently located upon the Premises. If Tenant abandons or vacates any substantial portion of the Premises, or is in default in the payment of any rentals, damages or other payments required to be made by this Lease, Landlord may take any action it deems necessary, and may be available to it in the State of Florida. The proceeds of the sale of the personal property shall be applied by Landlord toward the cost of the sale and then toward the payment of all sums then due by Tenant to Landlord under the terms of this Lease.

31. UNIFORM COMMERCIAL CODE. To the extent, if any, this Lease grants Landlord any lien or lien rights greater than provided by the laws of the State of Florida pertaining to "Landlord's Liens," this Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code. Landlord, in addition to the rights prescribed in this Lease, shall have a lien upon and interest in Tenant's property now or hereafter located upon the Premises which grants Landlord a Security Interest, as that term is defined, under this state's Uniform Commercial Code to secure the payment to Landlord of the various amounts provided in this Lease. The Tenant agrees to and shall execute and deliver to Landlord such "Financing Statements" and such further assurances as Landlord may, from time to time, consider necessary to create, perfect and preserve the lien described and all additions, substitutions, replacements and accessions thereto, and all proceeds of its or their sale or other disposition. The Landlord, at the expense of Tenant, may cause such Financing Statements and assurances to be recorded and re-recorded, filed and re-filed, and renewed or continued, at such times and places as may be required or permitted by law to create, perfect and preserve such liens. In the event Tenant fails to promptly execute and return to Landlord such Financing Statements as Landlord may require to create, preserve and perfect its lien, Tenant shall and does hereby designate Landlord to act as Tenant's agent for the sole and limited purpose of executing such Financing Statements and any such execution by Landlord pursuant to this Lease shall be effective and binding upon Tenant as though executed originally by Tenant. Tenant's designation of Landlord as agent hereunder shall not be subject to revocation until this Lease is terminated.

32. INSURANCE. Tenant hereby agrees to maintain in full force and effect at all times during the term of this Lease, at its own expense, for the protection of Tenant and Landlord, as their interest may appear, policies of insurance issued by a responsible carrier or carriers acceptable to Landlord which afford the following coverages:

- (a) Comprehensive General Liability Insurance Not less than \$2,000,000.00 Combined Single Limit for both bodily injury and property damage.
- (b) Fire and Extended Coverage, Vandalism and Malicious Mischief, Sprinkler Leakage (where applicable) insurance, to cover all of Tenant's stock in trade, any and all tenant improvements or betterments, fixtures, furniture, furnishings, removable floor coverings, trade equipment, signs and all other decorations placed by Tenant in or upon the Premises.
- (c) Worker's Compensation if required by Florida statutes.
- (d) Employer's Liability - Not less than \$100,000.
- (e) Business Interruption Insurance.

Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter, at least thirty (30) days prior to expiration of such policy, Certificates of Insurance evidencing the above coverage with limits not less than those specified above. Such Certificates shall name Landlord, its subsidiaries, directors, agents and employees as additional insureds and shall expressly provide that the interest of same therein shall not be affected by any breach by Tenant of any policy provision for which such Certificates evidence coverage. Further, all Certificates shall expressly provide that no less than thirty (30) days prior written notice shall be given Landlord in the event of material alteration to, or cancellation of, the coverages evidenced by such Certificates.

**A FAILURE TO PROVIDE SUCH INSURANCE COVERAGE
SHALL BE DEEMED A DEFAULT IN THIS LEASE**

If, on account of the failure of Tenant to comply with the foregoing provisions, Landlord is adjudged a co-insurer by its insurance carrier, then any loss or damage Landlord shall sustain by reason thereof, shall be borne by Tenant and shall be immediately paid by Tenant upon receipt of a bill thereof and evidence of such loss.

Landlord makes no representation that the limits of liability specified to be carried by Tenant, under the terms of this Lease, are adequate to protect Tenant, and in the event Tenant believes that any such insurance coverage called for under this Lease is insufficient, Tenant shall provide at its own expense, such additional insurance as Tenant deems adequate.

Landlord shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance, issued by and binding upon some solvent insurance company, insuring the Property against loss or damage by fire, explosion or other hazards and contingencies for the full insurable value, provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies which Tenant may bring or obtain upon Premises, or any additional improvements which Tenant may construct on the Premises. Landlord reserves the right to self-insure such Property. If the Landlord's insurance premiums exceed the standard premium rates because the nature of Tenant's operation results in extra hazardous exposure, then the tenant shall, upon receipt of appropriate invoices from Landlord, reimburse Landlord for such increase

in premiums. It is understood and agreed between the parties hereto that such increase in premiums shall be considered as additional rent due.

Anything in the Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, the Property, improvements to the Property, of which the Premises are a part, personal property (building contents) within the Property, any furniture, equipment, machinery, goods or supplies not covered by this Lease which Tenant may bring or obtain upon the Premises, or any additional improvements which Tenant may construct on the Premises, by reason of fire, the elements or any other cause which could be insured against, under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this paragraph. Tenant also waives and releases Landlord, its agents, officers and employees, of and from any and all rights of recovery, claim, action or cause of action which Tenant has against Landlord for any loss or damage insured against under any other policies of insurance carried by Tenant.

33. QUIET ENJOYMENT. Tenant shall and may peaceably have, hold and enjoy the Premises subject to the terms of this Lease, provided Tenant pays the rentals herein reserved and performs all of the covenants and agreements herein contained.

34. LANDLORD CONTROLLED AREAS. All automobile parking areas, driveways, entrances and exits thereto, Common Areas, and other facilities furnished by Landlord, including all parking areas, truck way or ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, corridors and other areas and improvements provided by Landlord for the general use, in common, of Tenants, their officers, employees, servants, invitees, licensees, visitors, patrons and customers, shall be at all times subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all facilities and areas and improvements; to police same, from time to time to change the area, level and location and arrangement of parking areas and other facilities hereinabove referred to, to restrict parking by and enforce parking charges (by operation of meters or otherwise) to tenants, their officers, agents, invitees, employees, servants, licensees, visitors, patrons and customers; to close all or any portion of said areas or facilities to such extent as may in the opinion of Landlord's counsel be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; to close temporarily all or any portion of the facilities; to discourage non-tenant parking; to charge a fee for visitor and/ or customer parking; and to do and perform such other acts in and to said areas and improvements as, in the sole judgement of Landlord, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons,

licensees and customers. Landlord will operate and maintain the Common Areas and other facilities referred to in such reasonable manner, as Landlord shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to designate a manager of the parking facilities and/or Common Areas and other facilities who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas and/or Common Areas and other facilities. Reference in this paragraph to parking areas and/or facilities shall in no way be construed as giving Tenant hereunder any rights and or privileges in connection with such parking areas and/or privileges.

35. CONDITIONS PRECEDENT. The Landlord's obligations and responsibilities under this Lease are contingent on the following conditions precedent on or prior to the time periods set forth below:

a. City of Miami Grant.

b. Vacation by Union Planters Bank. Landlord shall not be obligated to perform under the terms of this Lease, or to permit Tenant to take possession of the Premises or otherwise enjoy any rights under this Lease unless and until Union Planters Bank: (i) executes a formal termination of the lease they executed with Landlord in connection with their possession of Suite ___ in the Building (the "Union Planters Space"), and (ii) vacates the Union Planters Space no later than _____, 2003. In the event Union Planters Bank does not execute such a termination of Lease or does not vacate the Union Planters Space by _____, 2003, then Landlord shall be permitted to cancel and terminate this lease by providing written notice of its intention to do so to Tenant no later than _____, 2003, whereby each of the Landlord's and Tenant's rights and obligations hereunder shall be terminated and of no further force of effect.

36. COMPLETE AGREEMENT. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect to any representations is solely upon such representations.

37. REVISIONS OF LEASE AND BUILDING. This Lease shall not be altered, changed or amended except by an instrument in writing signed by both parties hereto. No alterations, changes or amendments by Landlord shall be valid or binding unless executed by an authorized signatory. Landlord may at any time change the name or number of the Property and/or Building, remodel or alter the same, or the location of any entrance thereto, or any other portion thereof not occupied by Tenant, and the same shall not constitute a constructive or actual, total or partial eviction nor shall Tenant be entitled to any damages therefore.

38. BROKERAGE INDEMNITY. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction other than ABC Management Services and

Tenant agrees to indemnify and hold Landlord harmless from and against claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this paragraph shall survive the termination of this Lease.

39. SECURITY. Landlord and Tenant hereby agree that Landlord does not assume and has no duty to provide security in and about the Premises, the Building, common and recreation areas and parking areas for protection of Tenant, its employees, agents, visitors, invitees or licensees from foreseeable criminal acts or criminal activity of any kind or nature whatsoever. Tenant hereby assumes all responsibility to provide security to protect Tenant, its employees, agents, visitors, invitees or licensees from and against all such foreseen or unforeseen criminal acts. Any provision for security services by Landlord shall not be construed as an assumption by Landlord of any duty to provide security and such services, if at any time provided, may discontinue at any time by Landlord at Landlord's election without liability to Tenant or any third party.

40. ADMINISTRATIVE CHARGES. In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to make an administrative charge of \$100.00.

41. CORPORATE AUTHORITY. If Tenant signs as a corporation, each of the persons executing this Lease, on behalf of Tenant, does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has, and is qualified, to do business in Florida, that the corporation has full rights and authority to enter into this Lease, and that each and both of the persons signing on behalf of the corporation were authorized to do so.

42. CONSTRUCTION LIENS PROHIBITED. Notwithstanding any contrary provision herein, any provision which might be interpreted to be to the contrary or any consents given by Landlord to Tenant, and as specifically set forth in Section 7 herein, Tenant is prohibited from creating any liens against Landlord's interest in the Property. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT.

43. LIMITATION OF LANDLORD'S LIABILITY. If Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Property for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment and that Landlord shall not be liable for any deficiency.

44. MISCELLANEOUS. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease, and each and all of its provisions. Submission of this instrument for examination or signature by

Tenant does not constitute a reservation of or option for Lease, and it is not effective as a Lease, or otherwise, until execution and delivery by both Landlord and Tenant. The agreements, conditions and provisions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. Tenant shall not, without the written consent of Landlord, use the words "The Alfred I Dupont Building" or the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect. This Lease shall be governed by and construed pursuant to the laws of the State of Florida. The captions used herein are provided only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

45. EXHIBITS. The exhibit(s) and addendum, if any, specified in the Basic Lease Information are attached to this Lease, and by this reference made a part hereof.

46. RADON NOTICE. As required by Section 404.056 of Florida Statutes the following warning is given:

RADON GAS: Radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

47. FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord.

48. HAZARDOUS SUBSTANCES.

(a) Neither Tenant, its successors or assigns, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any "Hazardous Substance" (as hereinafter defined) on the Premises, the Office Building, the Property, or any part thereof or (ii) permit the "release" (as hereinafter defined) of a Hazardous Substance on or from the Premises, the Office Building, the Property or any part thereof unless manufacturing, treatment, use, storage, disposal, or release of a hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time (hereinafter called "CERCLA", or (ii) determined to be hazardous, toxic,

a pollutant or contaminant, under federal, state, or local statute, law, ordinance, rule, regulation or judicial or administrative order or decision, as same may be amended from time to time, including, but not limited to, petroleum and petroleum products. The term "release" shall have the meaning given to such term in Section 101(22) of CERCLA

- (c) If Tenant or its employees, agents, or contractors shall ever violate the provisions of Paragraph 47(a), above, or if Tenant's acts, negligence, breach of this provision, or business operations directly and materially expand the scope of any contamination from toxic or hazardous materials, then Tenant shall clean-up, remove, and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules, and regulations and repair any damage to the Premises or Building within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than five (5) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time, and procedure for any clean-up or removal of toxic or hazardous materials under this provision; and Landlord shall have the right to require changes in such method, time, or procedure or to require the same to be done after normal business hours or when the Building is otherwise closed (i.e., weekends or holidays).
- (d) Tenant covenants at its cost and expense, to protect, indemnify, defend and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, or expenses of any kind or nature (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of any Hazardous Substance on, in, under or affecting the Premises, Office Building, the Property or any part thereof occurring as a result of any act or omission by Tenant after the Commencement Date, its successors or assigns, or any assignee, permitted sublessee, licensee or other person or entity acting at the direction, knowledge or implied consent of Tenant.

49. EFFECT OF DELIVERY OF LEASE. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or option to lease. This Lease shall not be effective until a copy executed by both Landlord and Tenant is delivered to and accepted by Landlord and the form of this Lease has been approved by Landlord's mortgagee.

50. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use of occupancy of the Premises. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of rent or any other payment required of Tenant hereunder.

51. CONFIDENTIALITY. Landlord and Tenant represent and warrant that each shall keep this transaction, and all information and or reports related to or connected with this transaction confidential and will not disclose any such information to any person or entity (other than their employees and agents) except pursuant to an order issued by a court or governmental agency. This clause shall remain in effect until Tenant announces to the public that it has entered this lease, or one (1) year from the date of execution hereof, whichever is earlier.

IN WITNESS WHEREOF, the parties have executed this Lease on the respective dates indicated below:

WITNESSES:
(2 required for each party)

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

LANDLORD:
ALFRED I DUPONT BUILDING PARTNERSHIP

By: _____

Name: _____

Title: _____

Date of Execution by Landlord: _____

TENANT:
BALLET GAMONET, INC.

By: _____

Name: _____

Title: _____

Date of Execution by Tenant: _____

EXHIBIT "A"

FLOOR PLAN OF PREMISES

EXHIBIT "B"

WORK LETTER AGREEMENT

THIS WORK LETTER AGREEMENT (this "Work Letter") is attached to and made part of that certain Alfred I Dupont Building Lease Agreement (the "Lease") dated the _____ day of February, 2003 by and between Alfred I Dupont Building Partnership ("Landlord"), and Ballet Gamonet, Inc. ("Tenant"). The terms, definitions and other provisions of the Lease are hereby incorporated into this Work Letter by reference.

IN CONSIDERATION OF the execution of the Lease and the mutual covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. Tenant Improvements / Tenant Improvement Allowance.

(a) Pursuant to the terms of this Work Letter, Landlord shall manage the construction of improvements to the Premises (the "Tenant Improvements") in order to make the Premises suitable for the Tenant's use therein. Landlord shall provide Tenant with an allowance (the "Tenant Improvement Allowance") as a credit against the cost of the Tenant Improvements. The Tenant Improvement Allowance shall be equal to _____ Thousand and 00/100 Dollars (\$_____). Furthermore, Tenant represents that the City of Miami has agreed to provide Tenant with a grant in the amount of \$_____ which shall be used by Tenant to pay for Tenant Improvements (the "City Grant"). The City Grant shall be paid by the City of Miami as follows:_____. To the extent that the total cost of the Tenant Improvements exceeds the Tenant Improvement Allowance, Tenant shall pay the full amount of such excess ("Tenant Costs") as follows:

(1) Prior to commencement of construction of the Tenant Improvements, Tenant shall pay Landlord an amount equal to one hundred percent (100%) of the anticipated Tenant's Costs, as such amount is then determined by reference to the "Construction Budget" (as hereinafter defined).

(2) Within ten (10) days following Landlord's submittal to Tenant of a final accounting of the actual Tenant's Costs, Tenant shall pay Landlord the then remaining balance of Tenant's Costs, or Landlord shall reimburse Tenant as to any excess amounts previously paid, as the case may be.

(b) Tenant's Costs represent a reimbursement of monies expended by Landlord on Tenant's behalf. Payment when due shall be a condition to Landlord's continued performance under this Work Letter. Any delay in construction of the Tenant's improvements or in Tenant taking occupancy of the Premises resulting from Tenant's failure to make any Tenant's Costs payments when due shall be Tenant's responsibility and be deemed a Tenant's Delay as defined herein. Furthermore, Tenant's failure to pay any portion of Tenant's Costs when due shall constitute a default under the Lease (subject to any applicable notice requirements or grace periods), entitling Landlord to all of its remedies thereunder.

(c) Tenant shall not receive any credit or payment for any unused portion of the Tenant Improvement Allowance.

2. Plans and Specifications; Construction Budget:

(a) The Tenant Improvements shall be completed in accordance with detailed architectural and engineering working drawings and material specifications (the "Plans and Specifications") which shall be prepared by Tenant and at Tenant's expense and shall be in a form and content as necessary to allow Landlord's contractor(s) to obtain all required building permits and approvals. The Plans and Specifications shall include the following:

- (1) fully dimensioned architectural plan;
- (2) electric/telephone outlet diagram;
- (3) reflective ceiling plan with light switches;
- (4) mechanical plan;
- (5) electric power circuitry diagram;
- (6) schematic plumbing riser diagram (if any);
- (7) all color and finish selections; and
- (8) all special equipment and fixture specifications.

(b) Tenant shall utilize and work with a space planner architect designated by Tenant and approved in advance, and in writing, by Landlord ("Project Architect") in preparation of items (1) through (3), (7) and (8) as provided in subparagraph (a) of this Section. In all events, items (4), (5) and, if necessary, item (6) must be prepared by the engineer(s) designated by Tenant and approved in advance and in writing by Landlord ("Project Engineers").

Any charges to be paid to Tenant's Architect and Landlord's Engineers in connection with the preparation and review of the Plans and Specifications shall be deducted from the Tenant Improvement Allowance.

(c) Tenant shall work with the Project Architect and the Project Engineers to cause the Plans and Specifications to be prepared, at Tenant's expense, and submitted to Landlord not later than fifteen (15) days after the date of full execution of the Lease. Landlord shall then have a period of not more than ten (10) days following such submittal in which to review and approve the Plans and Specifications or state any objections to same in writing. Landlord's approval shall not be unreasonably withheld, and any objections shall be reasonable in nature and stated in sufficient detail so as to allow necessary modification by Tenant. Tenant shall have a period of not more than fifteen (15) days following receipt of Landlord's objection(s), if any, to make necessary

modifications to the Plans and Specifications and resubmit same to Landlord in final form and to reflect the modifications necessitated by Landlord's objection. Once the plans and specifications are accepted by Landlord in final form (the "Plans and Specifications"), they may only be modified with Landlord's written approval, and Tenant shall be liable for any additional costs and delay incurred as a result of any such change.

(d) Should Tenant fail to either (i) submit the proposed plans and specifications to Landlord by the date specified in subsection (c) of this Section, or (ii) make any reasonable modifications to same to reflect the modifications necessitated by Landlord's objections, and resubmit to Landlord as so specified, then such failure shall be construed as a Tenant's Delay as well as a material event of default under the Lease.

(e) Within five (5) days after Landlord's approval of the final Plans and Specifications, Tenant shall provide Landlord, in writing, with the names of two (2) Florida licensed and insured contractor(s) that Tenant has selected to submit bids to construct the Tenant Improvements for Landlord's approval. Landlord shall have five (5) days to approve Tenant's selections and said approval shall be provided in Landlord's reasonable discretion. Landlord's approval shall not be unreasonably withheld or delayed. In the event Landlord does not approve said submissions, then Tenant shall have five (5) additional days to resubmit additional selections to correspond with the selections rejected by Landlord. In such an event, all deadlines provided in this Work Letter shall be extended by five (5) additional days. Provided Tenant submits to Landlord its contractor selections in good faith, any delay caused by Landlord's rejection of the selection shall not be deemed to be a Tenant's Delay. In the event Landlord does not provide its approval or rejection within five (5) days of any submission of contractors by Tenant, then said submission shall be deemed approved.

(e) Within ten (10) days following Landlord's final approval of the Plans and Specifications and Landlord's approval of Tenant's selection of the two (2) contractors referenced above, Landlord shall have three contractor(s), consisting of one (1) selected on its own and the two (2) approved contractors submitted by Tenant, prepare an estimated budget of the cost of the Tenant Improvements and shall submit same to Tenant. Each submitted construction budget shall be in reasonable detail and shall reflect a unit cost for all improvements which is reasonable in amount, given the then current market conditions pertinent to labor and material costs for such construction. Landlord will submit each proposed construction budget to Tenant and Tenant shall review and approve one of the three within ten (10) days after its receipt of the three proposed budgets. The approved budget shall be deemed the "Construction Budget". If Tenant fails to respond within this period, Tenant's approval shall be presumed. The Construction Budget shall be used as a basis for calculating the cost of the Tenant Improvements as well as the Tenant's Costs, if any. Following final completion of the Tenant Improvements, Landlord shall provide Tenant with a statement of actual costs thereof, including the cost of any approved change orders.

3. Contractor(s): Permits: Performance Bond:

(a) Landlord shall oversee and manage the construction of the Tenant Improvements, at a cost to Tenant, which cost may be deducted from the Tenant Improvement Allowance. Landlord shall cause Tenant to enter into all applicable agreements with such contractors, with the understanding that Landlord shall manage the same. Landlord shall obtain all building permits necessary to complete all Tenant Improvements. Tenant shall bear the cost of all building permits, which cost may be paid out of the Tenant Improvement Allowance.

(b) Landlord may require any contractor(s) to provide performance and payment bond(s) covering the total value of such work. In any case, the cost of the performance and payment bond premiums shall be borne by Tenant.

5. Construction of the Improvements:

(a) Landlord shall use its best efforts to substantially complete the Tenant Improvements no later than March 1, 2003. "Substantial Completion" shall mean that the Tenant Improvements are sufficiently complete so as to allow Tenant to occupy the Premises for the use and purposes intended without unreasonable disturbance or interruption; provided that Landlord, its employees, agents and contractors, shall be allowed to enter upon the Premises at any reasonable time(s) following the Commencement Date as necessary to complete, within a reasonable time, any unfinished or incomplete details, as determined by Landlord in its reasonable discretion (the "Punch List") and such entry shall not constitute an actual or constructive eviction of Tenant, in whole or in part, nor shall it entitle Tenant to any abatement or diminution of rent or relieve Tenant from any obligation under the Lease.

(b) Tenant shall be responsible for any delay in Substantial Completion resulting from any of the following causes (each, a "Tenant's Delay"):

(1) Tenant's failure, within the time periods set forth herein, to submit the Plans and Specifications (or any necessary modifications or additions thereto), to submit its approved contractors, to approve the Construction Budget, or to otherwise fail to comply with the requirements specified in this Work Letter; or

(2) Tenant's failure to pay any portion of Tenant's Costs when due; or

(3) Tenant's specification of special materials or finishes, or special installations other than as may be specified by Landlord, which special items cannot be delivered or completed within Landlord's construction schedule; or

(4) any change in the Plans and Specifications caused by Tenant once finally approved and accepted by Landlord, even though Landlord may approve such change; or

(5) any delay deemed a "Tenant's Delay" in this Work Letter or otherwise in the Lease; or

(6) any other delay in Substantial Completion directly attributable to the acts or omissions of Tenant, its employees, agents or contractor(s).

(c) In the event that any delay is caused by a Tenant's Delay, then the Commencement Date shall be deemed to have occurred and Tenant's rental obligations shall commence as of the date Landlord would have otherwise achieved Substantial Completion but for Tenant's Delay.

(d) Tenant shall pay Landlord a construction management and supervision fee in consideration for its services hereunder equal to five percent (5%) of the actual costs of the Tenant Improvements and all "soft costs" incurred in connection therewith, including, without limitation, engineering fees, architectural fees, and design fees. Such fee shall be payable by Tenant to Landlord and may be deducted from the Tenant Improvement Allowance.

6. Window Coverings: Window coverings are required by Landlord. Tenant hereby requests Landlord to provide, at Tenant's expense, window treatments (as determined by Landlord) as part of the Tenant Improvements and to be deducted from the Tenant Improvement Allowance. The use of the window treatments provided by Landlord is essential to maintain the exterior appearance of the Building, therefore no other window treatment shall be permitted by Landlord; provided that Tenant may, at its option, obtain the same window treatment from other sources and have same installed at Tenant's sole expense.

EXHIBIT "C"

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT (this "Agreement") is made and entered into as of the ____ DAY OF _____, 2002, by and among _____ ("Lender"), _____ and assigns ("Borrower"), and _____, a Florida corporation ("Tenant").

RECITALS:

A. Lender has agreed to make a mortgage loan to Borrower in the original principal amount not to exceed \$ _____ (the "Loan"), which Loan will be secured by a Mortgage, Security Agreement and Assignment of Leases and Rents (the "Mortgage") encumbering certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), which Mortgage will be recorded in the real property records of Dade County, Florida.

B. Borrower, or the prior owner of the Property, and Tenant have entered into that certain Lease dated _____, 2002 (the "Lease"), relating to a portion of the Property more particularly described therein (the "Demised Premises"). A true, correct and complete copy of the Lease is attached hereto as Exhibit "B".

C. Tenant, Borrower and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

A G R E E M E N T

1. Subordination. Subject to the terms of this Agreement (including, but not limited to, those in Section 3 hereof), the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, and to any and all sums secured by the Mortgage. Tenant agrees, upon request of Lender or Borrower, to execute any additional documents and agreements to evidence such subordination as Lender or Borrower may deem necessary or appropriate. Nothing contained herein shall be deemed or construed as limiting or restricting the enforcement by Lender of any of the terms, covenants, provisions or remedies of the Mortgage, whether or not consistent with the Lease

2. Non-Disturbance. In the event that Lender (i) acquires the Property pursuant to a foreclosure under the Mortgage, (ii) acquires the Property by deed in lieu of such foreclosure, or (iii) dispossesses Borrower of the Property pursuant to the Mortgage (each of the foregoing being hereinafter referred to as a "Remedial Action"), and so long

as no default by Tenant then exists under the Lease and no other event shall have occurred which would have entitled Borrower to terminate the Lease or would entitle Borrower or Lender to dispossess Tenant thereunder, then the Lease and Tenant's right to possession of the Demised Premises thereunder shall not be terminated nor shall any of Tenant's other rights under the Lease be affected on account of such Remedial Action. However, if any such default exists or any such event has occurred at the time of the Remedial Action as described in the preceding sentence, then Lender shall have the option either to (i) recognize the Lease and all of Tenant's rights thereunder, without waiving any remedies the Lender may have as landlord on account of Tenant's default, or (ii) terminate the Lease effective as of the date Lender acquired the Property or took possession thereof.

3. Attornment. If (a) Lender shall acquire the Property or take possession thereof, and (b) the Lease is not terminated by Lender as provided in this Agreement, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the remaining term thereof and any extension thereof duly exercised by Tenant, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord. Said attornment is and shall be effective and self-operative immediately upon Lender's succeeding to the interest of Borrower under the Lease without the execution of any further instruments on the part of the parties hereto, but Tenant shall enter into a further written agreement confirming such attornment, in recordable form, at Lender's request. Tenant agrees to make all payments of rent directly to Lender after receipt of written notice to do so from Lender. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, shall be and are the same as now set forth therein, except as otherwise provided herein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. Obligations of Lender. Tenant acknowledges that the assignment of the Lease to the Lender pursuant to the Mortgage does not impose on the Lender any liability with respect to any of Borrower's obligations under the Lease accruing before a Remedial Action, and Tenant's sole recourse on account of any breach in such obligations shall be against Borrower. If Lender shall succeed to the interest of Borrower under the Lease, Lender shall, subject to Section 2 and the last sentence of this Section 4, be bound to Tenant under all of the terms, covenants and conditions of the Lease; provided, however, that Lender shall not be:

- (a) liable for any act or omission of any prior landlord (including Borrower); or
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); or
- (c) bound by any rent or additional rent or advance rent which Tenant might have paid for more than the current month to any prior landlord (including

Borrower), and all such rent shall remain due and owing notwithstanding such advance payment; or

(d) bound by any amendment or modification of the Lease made without its prior written consent; or

(e) liable for any security deposits held by any prior landlord (including Borrower); or

(f) be personally liable for monetary damages arising from a breach under the Lease after a Remedial Action, the sole recourse of Tenant against Lender on account of such breach being limited (to the extent of any judgment obtained for monetary damages) to Lender's interest in the Property; or

(g) be required to complete any improvements on the Property or otherwise perform the obligations of landlord under the Lease in the event of a foreclosure of the Mortgage or acceptance by Lender of a deed in lieu of foreclosure prior to full completion of such improvements.

Neither Lender nor any other party who, from time to time, shall be included in the definition of Lender hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own a fee interest in or to the Property.

5. Agreement of Tenant. Tenant agrees not to do any of the following:

(a) prepay the rent under the Lease for more than one (1) month in advance;

(b) enter into any agreement with Borrower to amend, modify or terminate the Lease;

(c) voluntarily surrender the Demised Premises or terminate the Lease without cause; or

(d) sublease all or any part of the Demised Premises or assign Tenant's interest in the Lease without the prior written consent of Lender, which consent shall be requested in writing at least thirty (30) days before any such subletting or assignment is to become effective.

6. Lender's Right to Cure. Tenant shall not terminate or seek to terminate the Lease, or exercise any right under the Lease to make deductions from or reductions in rental payments, by reason of a taking under eminent domain, any act or omission of Borrower, or any other default under the Lease, unless and until Tenant shall have given written notice of such taking, act, omission or other default to Lender (in the manner provided in Section 8 below) and, if such event or default is not cured by Borrower within any time period provided under the terms and conditions of the Lease, Tenant will allow Lender thirty (30) days from its receipt of said notice within which Lender shall

have the right, but shall not be obligated, to remedy such act, omission or other default, and Tenant shall accept such performance by Lender; provided, however, that if the act, omission or other default cannot with due diligence be remedied within such thirty (30) day period then Lender shall have a reasonable time in which to remedy the same provided Lender commences to remedy the same within such thirty (30) day period and thereafter proceeds with due diligence to complete the remedy thereof. Notwithstanding the foregoing, Tenant shall have the right without prior notice to Lender to make repairs if Tenant determines in good faith that a bona fide emergency precludes the giving of such notice. In the event of such an emergency, Tenant may present to Borrower a demand for reimbursement to the extent permitted under the Lease, but Tenant shall not make deduction from or reductions in rental to recoup such expenses until Tenant has given Lender written notice of such repairs and such demand and a thirty (30) day period to cause such reimbursement to be made.

7. Lender. The term "Lender" shall be deemed to include _____, and any of its successors and assigns, including anyone who shall have succeeded to Borrower's interest by, through or under judicial or power-of-sale foreclosure or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure or proceedings, or otherwise, provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

8. Notice. From and after the date hereof, Tenant shall send to Lender (in the manner provided below) a copy of any notice or statement sent to Borrower by Tenant asserting a default under the Lease or seeking to assign the Lease (or any interest therein) or sublet all or any portion of the Demised Premises. Such copy shall be sent to Lender at the same time such notice or statement is sent to Borrower. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee, or by prepaid telegram, telex or telecopy. Notice so mailed shall be effective two (2) days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notices, the addresses of the parties shall be:

Borrower:

Tenant:

Telecopy No.

Lender:

(for personal
delivery or
telegram)

(for
registered
or certified
mail)

provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other parties in the manner set forth hereinabove.

9. Payment to Lender. Borrower and Tenant agree that Tenant, after receiving notice from Lender that the Property is subject to the ownership or control of Lender pursuant to rights granted to Lender in the Mortgage, or otherwise, shall pay to Lender, or to such other person or entity as may be designated by Lender, all rent, additional rent, or other monies and payments thereafter due and to become due to Borrower under the Lease. No person or entity who exercises a right arising under the Mortgage, or otherwise, to receive rents payable by Tenant under the Lease shall thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions or agreements of Borrower under the Lease unless and until such person or entity acquires title to the Property by whatever means.

10. Options. Tenant hereby acknowledges and agrees that notwithstanding anything to the contrary herein or in the Lease, any interest of the Tenant in an option to purchase or a right of first refusal with respect to all or a part of the Property, shall not apply to, and may not be exercised or utilized in connection with (a) any sale or other conveyance of the Property in connection with an exercise by Lender of any of Lender's remedies under the Mortgage, including by way of illustration, but not limitation, a foreclosure or a deed or conveyance in lieu of foreclosure; (b) any sale or other conveyance of the Property by Lender or any affiliate or subsidiary of Lender or other party related to Lender, which has taken title to the Property in connection with any action described in Paragraph (a) above, to a third-party.

11. Lender's Liability. Anything herein or in the Lease to the contrary notwithstanding, in the event that Lender shall acquire title to the Property, Lender shall have no obligation nor incur any liability beyond Lender's interest, if any, in the Property, and Tenant shall look exclusively to such interest of Lender, if any, in the Property, for the payment and discharge of any obligations imposed upon Lender under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Lender, Tenant shall look solely to the estate or interest owned

by Lender in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Lender.

12. Miscellaneous. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

13. Multiple Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under as of the date first above written.

Signed, sealed and delivered
in the presence of:

"TENANT"

By: _____

Print Name: _____

Name: _____

Its: _____

Print Name: _____

Attest: _____

Name: _____

Its: _____

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

"BORROWER"

By: _____

By: _____

Name: _____

Its: _____

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

"LENDER"

By: _____

Name: _____

Its: _____

Attest: _____

Name: _____

Its: _____

[BANK SEAL]



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: May 12, 2003

NAME OF PROJECT: MELROSE PARK - FENCING PROJECT (30th Street – 25th Avenue)

INITIATING DEPARTMENT/DIVISION: Parks and Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco – 305.416.1253

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: R-03-933 CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$45,000.00

SOURCE OF FUNDS: Homeland Defense – Melrose Park (\$45,000 total amount budgeted for this project)

ACCOUNT CODE(S): CIP # 331419

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco

DESCRIPTION OF PROJECT: New Fence, equipment already done

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/7/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

Approved by Commission? YES NO N/A DATE APPROVED: 9/11/03

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Subject to maintenance and operations budget line item.

APPROVAL: Robert O. Hunt
BOND OVERSIGHT BOARD

DATE: June 19, 2003

QUOTE NO. 108

Professional Welding, Inc.
75 N.W 5th STREET
Miami, FL 33128-1621
(305) 443-1400

Q U O T E

OLD TO: CITY OF MIAMI
----- 444 S.W. 2nd Ave 8th Floor
PARKS AND RECREATION OPERAT.
Miami, FL 33233-0708
(305)416-2154 FAX
(305) 416-1300

SHIP TO: MELROUSE PARK
----- N.W 30th STREET AT 25th AVE
PARKS AND RECREATION OPERAT.
Miami, FL 3313
(305)416-2154 FAX
(305) 416-1300

Acct #	Sls	Po #	Ship Via	Col/Pd	Date	Ship Terms	Inv Date
CITYMIAM							04/22/03
Order	Ship	B/O	Item	Description	Unit Price	-%	Ext Price
1	1				49500.00		49500.00

FABRICATION AND INSTALLATION OF A 6' HIGH
GALVANIZED PICKET FENCE AROUND THE PARK.
GATES ARE INCLUDED. PAINTED AND INSTALLED.

===== Sale Amount: 49500.00

CONSENT AGENDA CONT'D

CA-14. RESOLUTION - (J-03-) - (ACCEPTING BIDS)

ACCEPTING THE BIDS OF BOUND TREE MEDICAL, INC. (NON-MINORITY/NON-LOCAL VENDOR, 6106 BAUSCH ROAD, GALLOWAY, OHIO) AND AERO PRODUCTS CORP. D/B/A AMERICAN LA FRANCE MEDICMASTER (NON-MINORITY/NON-LOCAL VENDOR, 3705 ST. JOHNS PARKWAY, SANFORD, FLORIDA) FOR THE PROCUREMENT OF MEDICAL DEIGICARE BARRIERMAX AND FRONTLINE EXAMINATION GLOVES, ON AN AS NEEDED CONTRACT BASIS FOR A PERIOD OF TWO (2) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR PERIODS, FOR THE DEPARTMENT OF FIRE RESCUE, AT AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$54,321.60, FOR A TOTAL CONTRACT AWARD AMOUNT OF \$217,286.40; ALLOCATING FUNDS THEREFOR FROM ACCOUNT CODE NO. 001000.280601.6.714.

WITHDRAWN BY
MOTION-03-919
MOVED: SANCHEZ
SECONDED: GONZÁLEZ
UNANIMOUS

CA-15. RESOLUTION - (J-03-) - (ACCEPTING BIDS)

ACCEPTING THE BIDS OF RONALD M. GIBBONS, INC. (GROUP I) (BLACK/MIAMI-DADE COUNTY VENDOR, 1301 N.W. 198TH STREET, FLORIDA) FOR THE PURCHASE AND INSTALLATION OF BATTING CAGES AT CORAL GATE, HADLEY, DOUGLAS AND GRAPELAND PARKS, FOR AN AMOUNT OF \$34,340 AND ISLAND FENCE OF FLORIDA, INC. (GROUP II) (HISPANIC/MIAMI-DADE COUNTY VENDOR, 711 E. OKEECHOBEE ROAD, HIALEAH, FLORIDA) FOR THE PURCHASE AND INSTALLATION OF STEEL PICKET FENCING AT TRIANGLE AND MELROSE PARKS, FOR AN AMOUNT OF \$67,227.75, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$101,567.75, FOR THE DEPARTMENT OF PARKS AND RECREATION; ALLOCATING FUNDS THEREFOR FROM CAPITAL NEIGHBORHOOD PARK BOND AND HOMELAND DEFENSE AND NEIGHBORHOOD IMPROVEMENT BOND FUNDS.

R-03-933
MOVED: SANCHEZ
SECONDED: GONZÁLEZ
UNANIMOUS

Batting Cages
* Coral Gate
* Hadley
* Douglas
* Grapeland

Steel Picket Fence
* Triangle
* Melrose



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: May 12, 2003

NAME OF PROJECT: TRIANGLE PARK - FENCING PROJECT

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 305. 416. 1253

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: R-03-933 CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 40,000

SOURCE OF FUNDS: Homeland Defense (Total amount budgeted for this item = \$50,000)

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 Fence - Iron Picket design and new playground from Safe Neighborhood Parks Bonds.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/7/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

Approved by Commission? YES NO N/A DATE APPROVED: 9/11/03

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Subject to maintenance and operations budget line item.

APPROVAL: Robert J. Anderson
BOND OVERSIGHT BOARD

DATE: June 19, 2003

Enclosures: Back-Up Materials YES NO

FENCE CONNECTION, INC.

P.O. Box 180429
Miami, Florida 33118

Phone: (305) 279-30
Fax: (305) 279-25

Name: City of Miami Parks & Rec. Attn: Aristides Montesinos Date: 02/11/03
Address: _____ Job Name: Triangle Park
City: _____ Phone: 416-1305 Fax:416-2154

We propose, subject to acceptance by Fence Connection, Inc., to furnish and install a fence in accordance with quantities and sizes listed below. Before erection is begun, purchaser is to establish property line stakes and grade stakes and to remove all obstructions that may interfere with erection. Purchaser is responsible for location of any underground lines. Fence Connection, Inc. is not responsible for any damage to unmarked lines. Permit and permit fee not included. Please advise if required.

Site: SW 4 Ave & 11 St.
Existing: 8' high chain link fence

Remove & scrap: 731' - fence (pull posts & footings).

Install: 731' - 8' high steel picket fence (14 Ga.)
Including 2-4' walk gate and 1-12' double drive gate, painted green.
2 1/2" sq. posts 6' O.C.; 1" sq pickets 5" O.C.; 3 - horizontal rails.
All welded construction.

-----\$35,000.00

For City of Miami Permit.

Add-----\$ 500.00

+ 4,500 (CONTINGENCY)

40,000

The price quoted is predicated on installation commencing within 60 days of the proposal date. Prices are good for 30 days after proposal date. Title to the above property shall remain in the seller, Fence Connection, Inc., until payment in full is received, pursuant to the terms hereof.

In the event the money due hereunder, or any portion thereof, be collected on demand of an attorney or by suit, the purchaser to pay all costs of collection including interest at the highest rate and a reasonable attorney's fee.

Approved and Accepted: FENCE CONNECTION, I.C.

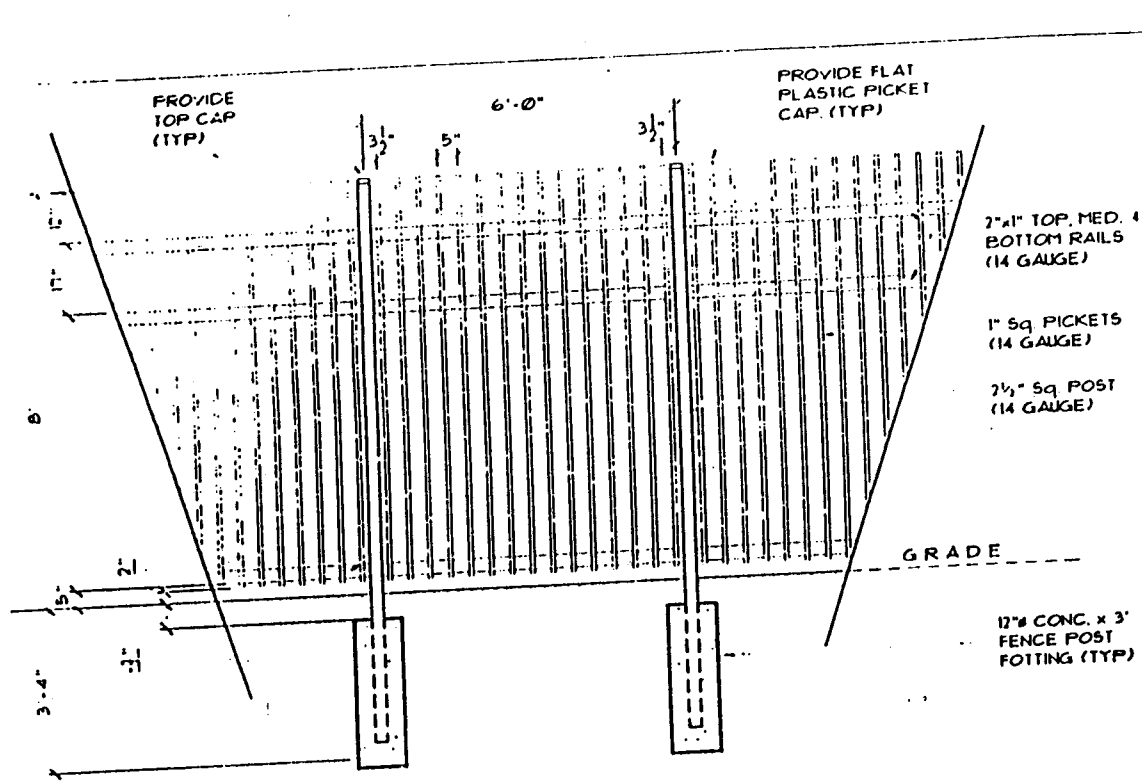
By TED WALLACE
(Dealer-Seller)

THIS IS A RETAIN TITLE CONTRACT

City of Miami Parks & Rec.
(Purchaser)

Industrial Sales (SEAL)
(Title)

(By)



TYP. STEEL PICKET LONGITUDINAL SECTION

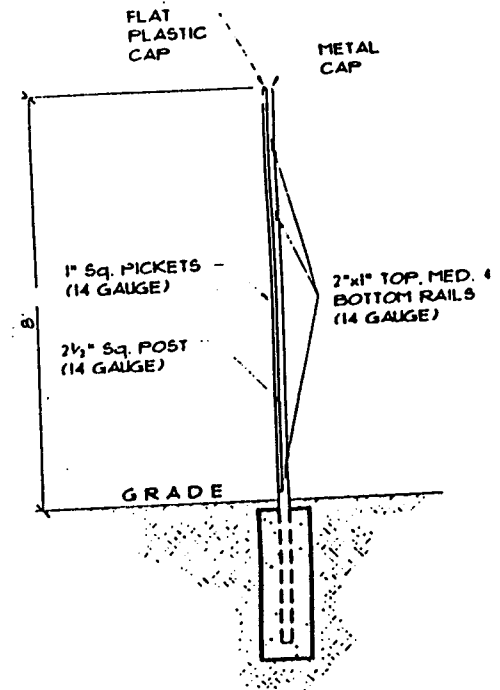
SCALE: 3/8" = 1'-0"

ALL STEEL COMPONENTS SHALL BE OF GALVANIZED STEEL.
ALL CONNECTIONS TO BE WELDED IN FOUR LINES (TOP, BOTTOM & LATERAL).

FENCING NOTES:

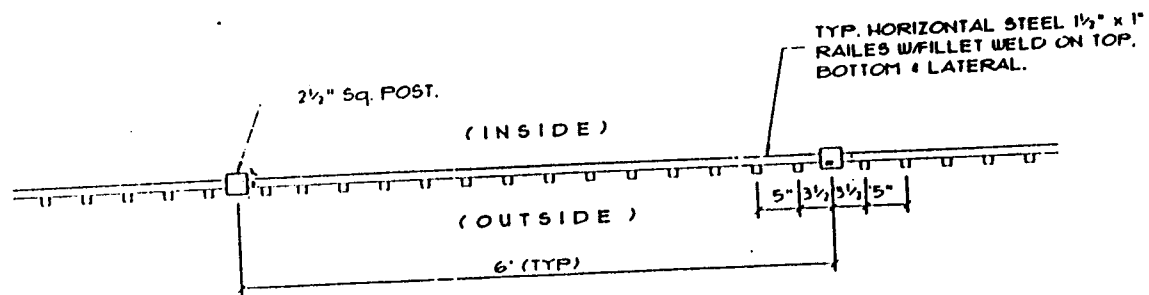
CONTRACTOR TO SUBMIT DETAILED SHOP DRAWINGS, PRODUCT LITERATURE, SAMPLES AND OTHER APPROPRIATE SUBMITTALS. SHOP DRAWINGS WILL INCLUDE ENGINEERING CALCULATIONS AND DESIGN FOR GATES AND GATE COMPONENTS (INCLUDING FOUNDATION DESIGN, GATE, GATE POST AND HARDWARE), GATE POSTS, FOUNDATION AND HARDWARE TO BE SIZED ACCORDING TO THE GATE WIDTH AND LOADS IMPLEMENTED BY EACH GATE ON GATE POSTS AND HARDWARE. ALL GATES TO HAVE BUILT-IN LOCKING MECHANISMS AND SHALL BE LOCKED WITH COMMERCIAL (HEAVY DUTY) PAD LOCKS (ALL KEYED ALIKE), ALL SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER REGISTER IN THE STATE OF FLORIDA.

**TYP. SECTION & DETAILS
NOMINAL 8' HEIGHT STRAIGHT PICKET FENCE**



TYP. STEEL STRAIGHT PICKET CROSS SECTION

SCALE: 3/8" = 1'-0"

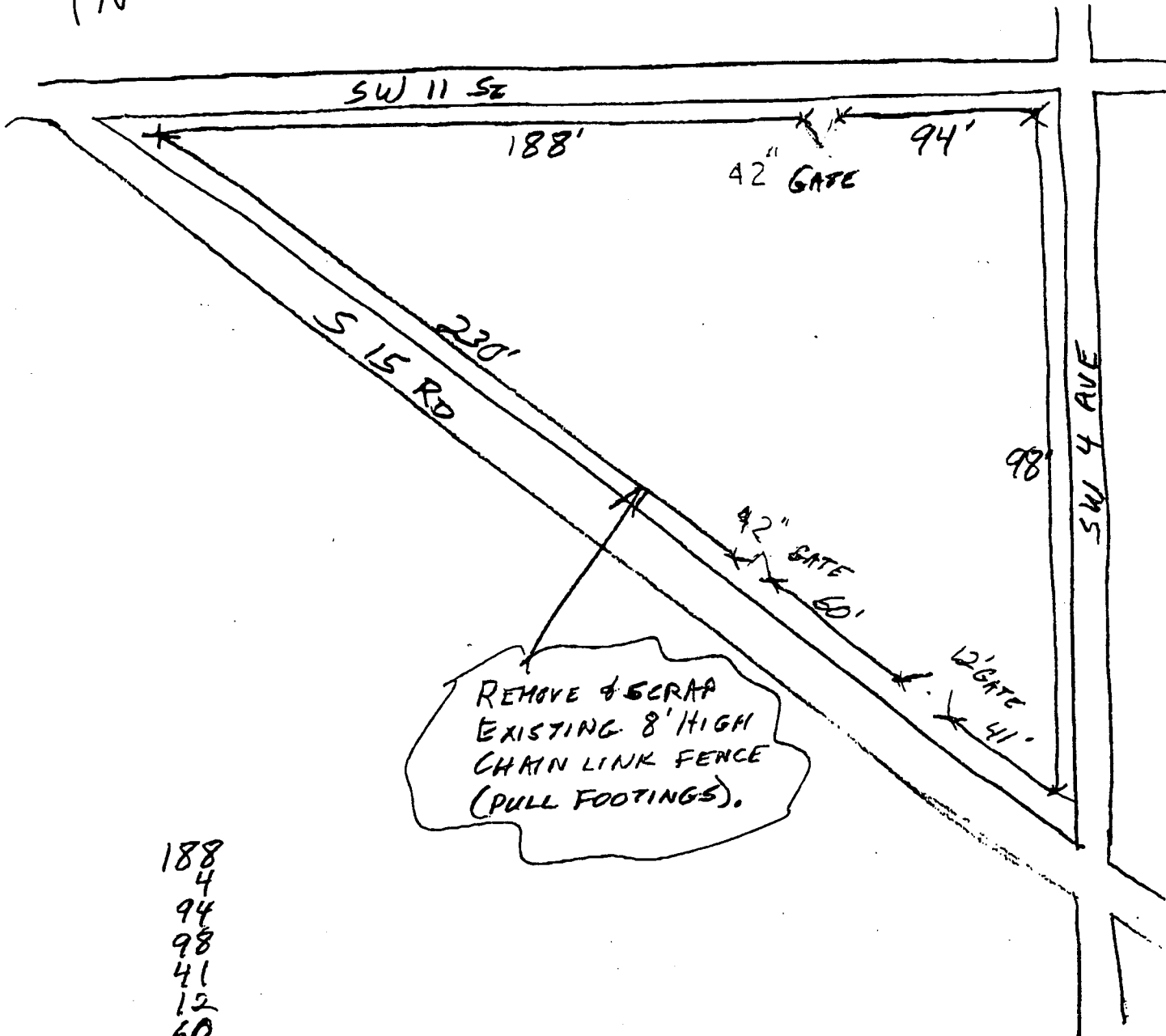


TYP. STEEL HORIZONTAL SECTION PICKET FENCE PLAN

SCALE: 3/4" = 1'-0"

16/03
 ↑ N

TRIANGLE PARK
 SW 11 ST. & 4 AVE.



REMOVE & SCRAP
 EXISTING 8' HIGH
 CHAIN LINK FENCE
 (PULL FOOTINGS).

188
 4
 94
 98
 41
 12
 60
 4
 230

 731'

NEW: 8' HIGH STEEL PICKET FENCE
 PAINTED GREEN, ALL WELDED CONSTRUCTION
 2 1/2" □ POSTS 6' O.C.
 1" □ PICKETS 5" O.C. (FACE WELDED)
 3 - 1 1/2" HORIZONTAL RAILS
 8 x 1
 14 GAUGE STEEL

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

MAY , 2003 DEPARTMENT OF PARKS AND RECREATION PROPOSED PROJECT FUNDING

<u>PARK</u>	<u>PROJECT</u>	<u>\$ REQUESTED</u>	<u>HLD BUDGET</u>	<u>INITIAL SCOPE</u>	<u>INITIATED BY</u>
1. MELROSE -- N.W. 30 th St & 25 th Ave	FENCING	\$45,000 (Balance required from SNPB)	\$45,000	Playground & Court Renov. (Done)	Com. Gonz./ Comnty.
2. TRIANGLE -- S.W. 11th St & 4 th Ave	FENCING	\$40,000	\$50,000	Playground & Court Renov. (Done)	City Staff
3. PINE HIEGHTS -- N.W 16 St & 8 th Ave	PLAYGROUND	\$29,300	\$30,000	Playground Equip.	Com. Gonz.
4. GRAPELAND -- 1550 N.W 37 Ave (Mini- Bleachers)	SITE FURNISHINGS	\$25,000	\$1.3 Mil	(Various including site furnishings)	City Staff
5. GROVE MINI-- Grand Ave 7 Elizabeth Street	PLAYGROUND EQIP	\$22,500	\$40,000	Playground Equip.	Staff / Community

QUOTE NO. 108

Professional Welding, Inc.
75 N.W 5th STREET
Miami, FL 33128-1621
(305) 443-1400

QUOTE

SOLD TO: CITY OF MIAMI
----- 444 S.W. 2nd Ave 8th Floor
PARKS AND RECREATION OPERAT.
Miami, FL 33233-0708
(305)416-2154 FAX
(305) 416-1300

SHIP TO: MELROUSE PARK
----- N.W 30th STREET AT 25th AVE
PARKS AND RECREATION OPERAT.
Miami, FL 3313
(305)416-2154 FAX
(305) 416-1300

Acct #	Sls	Po #	Ship Via	Col/Pd	Date	Ship Terms	Inv Date
CITYMIAM							04/22/03
Drdr	Ship	B/O	Item	Description	Unit Price	-%	Ext Price
1	1				49500.00		49500.00

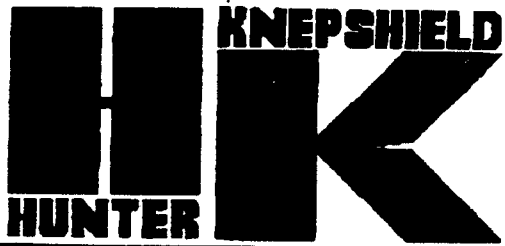
FABRICATION AND INSTALLATION OF A 6' HIGH
GALVANIZED PICKET FENCE AROUND THE PARK.
GATES ARE INCLUDED. PAINTED AND INSTALLED.

=====
Sale Amount: 49500.00

FROM : HUNTER KNEPSHIELD CO

FAX NO. : 502 225 9335

Feb. 13 2003 12:14PM P1



HUNTER KNEPSHIELD COMPANY

10 Hunters Trail
P.O. Box 499
LaGrange, Ky 40031
In Kentucky: (502)225-9121
Outside Kentucky: 800-626-6520
Fax: (502)225-9335
Email: playgrd@tgi.com

PRICE QUOTATION

TO: Jose Cerdan
AGENCY: MIAMI DADE COUNTY PARKS AND RECREATION
444 Sw 2Nd Avenue
Miami, Fl 33130
PHONE: 305-416-1304
FAX: 305-416-2154
PROJECT: PINE HEIGHTS PARK
SHIP TO:

DATE: 13-Feb-03
FOR: BEST
VIA: TRUCK
FREIGHT: PPD
VALID THROUGH: 14-May-03
QUOTE #: 103147
BID #:
TERMS: NET 30

Table with columns: QUANTITY, ITEM NUMBER, DESCRIPTION, PRICE, AMOUNT. Includes items like THE YORKTOWN EXPRESS, DUCK SPRING THING C.S., PEDRO SPRING THING C.S., etc. Total quote: \$29,283.72

3

Checked

75 CY

SAND

York replace line

TOTAL FOR EQUIPMENT ABOVE: \$21,443.00
MIAMI DADE COUNTY DISCOUNT: (\$1,044.26)
FREIGHT: \$2,765.35
**INSTALLATION: \$6,119.63
**EQUIPMENT SALES TAX: NOT INCLUDED
TOTAL QUOTE: \$29,283.72

*THIS ABOVE QUOTATION IS BASED UPON SITE ACCESS FOR HEAVY EQUIPMENT AND NORMAL 5(M) CONDITIONS OF 2000 PSF IN DURING EXCAVATION OF FOUNDATIONS NECESSARY FOR MANUFACTURERS SPECIFICATIONS. CONDITIONS EXCEED NORMAL OUR CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY. THIS SHALL INCLUDE ALL TYPES OF ROCK VEGETATION AND/OR ANY UNFORKSHEM HAZARDS THERE WITH. BY ADDITION. CHARGES INCURRED TO CLEAR THE AREA AND/OR THE ADJUTMENT HOLE SO THAT INSTALLATION CAN BE COMPLETED. NO SOIL TESTS, LICENSES OR PERMITS INCLUDED.

CUSTOMER TAX NUMBER

**NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

COPY OF TAX EXEMPT CERTIFICATES MUST ACCOMPANY ALL EXMPT ORDERS.

CUSTOMER IS RESPONSIBLE FOR PAYING APPLICABLE

SALES TAX DIRECT TO THEIR STATE, OR SUBMIT COPY

OF TAX EXEMPT CERTIFICATE WITH ORDER.

TERMS: NET 30 (UPON APPROVED CREDIT) SERVICE

CHARGE OF 2% PER MONTH ADDED TO ALL UNPAID

BILLS AFTER 30 DAYS. SHOULD COLLECTION BE NECESSARY,

CUSTOMER AGREES TO PAY ALL COSTS, INCLUDING

ATTORNEY FEES

Authorized Signature

Authorized Signature of Purchaser/DATE

QUOTATION

Contract Connection Inc.

Quote No 200003814
 Version No 2
 Quote Date 04/15/2003
 Today's Date 04/15/2003
 Salesperson Scott Krohn
 Entered By Scott
 Shp Via Best Way
 Factory Benchmark Outdoor Products

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

QUOTE TO:

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33130
 Attn: Jose Cerdan
 Phone: 305-416-1304
 Fax: 305-416-2154

B

JOB NAME:

Grapeland Park
 Miami, FL 33125
 Attn:
 Phone:

Vendor Catalog	Description	Quantity	Unit Price	Amount
Benchmark-ZB736	3-row, 12'-0" long Bleacher Unit with "Zeroflex" recycled plastic slats	14	\$1,248.00	\$17,472.00
Benchmark-ZB736G	3-row, 6'-0" long Bleacher Unit with "Zeroflex" recycled plastic slats	2	\$599.00	\$1,198.00

This quotation will create (14) 3-row X 12' long bleacher units and (2) 3-row X 6' long units. Delivery 8 weeks from receipt of signed order and P.O. Prices do not include building permits and related fees, sealed engineer drawings, tethering of bleacher units to tree/fence or storage of material. Pricing per Metro dade Bld #4907 (includes freight).

Material Subtotal: \$18,670.00
 Tax: \$0.00
 Installation Chrgs: \$6,161.10
 Freight: \$0.00
 Other: \$0.00

Total=\$24,831.10

**Please Remit All Payments to
 Pembroke Pines Office**

Office: Sfl Tax Exempt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

Mike Krohn (issuing Officer)

Company: _____ Date: _____
 Authorized Purchaser: _____ Title: _____

SK



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: May 12, 2003

NAME OF PROJECT: PINE HEIGHTS PARK - NW 16th Street - 8th Avenue PLAY GROUND EQUIPMENT

INITIATING DEPARTMENT/DIVISION: Parks and Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 305.416.1253

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: R-03-755 CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 30,000.00 (Total amount budgeted for this item = \$30,000.00)

SOURCE OF FUNDS: Homeland Defense Pines Heights Park

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: _____

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/12/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

Approved by Commission? YES NO N/A DATE APPROVED: 7/17/03

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 11/12/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Subject to maintenance and operations budget line item.

APPROVAL: Robert O. Frank
BOND OVERSIGHT BOARD

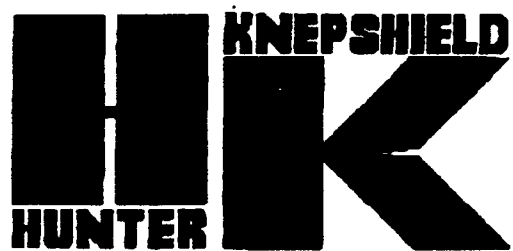
DATE: June 19, 2003

Enclosures: Back-Up Materials YES NO

FROM : HUNTER KNEPSHIELD CO

FAX NO. : 502 225 9335

Feb. 13 2003 12:14PM P1



HUNTER KNEPSHIELD COMPANY

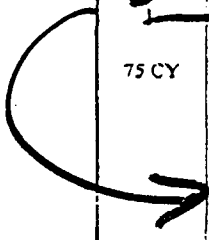
10 Hunters Trail
P.O. Box 499
LaGrange, Ky 40031
In Kentucky: (502)225-9121
Outside Kentucky: 800-626-6530
Fax: (502)225-9335
Email: playgrd@iglou.com

PRICE QUOTATION

TO: Jose Cerdan
AGENCY: MIAMI DADE COUNTY PARKS AND RECREATION
444 Sw 2Nd Avenue
Miami, Fl 33130
PHONE: 305-416-1304
FAX: 305-416-2154
PROJECT: PINE HEIGHTS PARK
SHIP TO:

DATE: 13-Feb-03
FOB: FIRST
VIA: TRUCK
FREIGHT: FFD
VALID THROUGH: 14-May-03
QUOTE #: 103147
BID #:
TERMS: NET30

Table with columns: QUANTITY, ITEM NUMBER, DESCRIPTION, PRICE, AMOUNT. Includes items like 'THE YORKTOWN EXPRESS - 3-1/2" STL POST', 'DUCK SPRING THING C.S.', 'PEDRO SPRING THING C.S.', 'DOG SPRING THING C.S.', 'SWING 8' HI/3 LEG 4 SEAT FRAME ONLY', 'TOT SEAT ASM (8' HI 2-3/8")', 'BELT SEAT ASM (8' HI 2-3/8)", 'BUDGET GRILL', 'STRAIGHT BORDER (68")', 'BORDER STAKE', 'EQUIPMENT BY LEISURE CRAFT', '30" SQUARE PICNIC TABLE IN GROUND', 'TUBS', 'SAND', and 'TOTAL QUOTE: \$29,283.72'.



Handwritten note: 1 Truck w/flatbed liner

*THE ABOVE QUOTATION IS BASED UPON SITE ACCESS FOR HEAVY EQUIPMENT AND NORMAL (500) CONDITIONS OF 3000 P.S.F. ...

**NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

COPY OF TAX EXEMPT CERTIFICATES MUST ACCOMPANY ALL EXEMPT ORDERS. CUSTOMER IS RESPONSIBLE FOR PAYING APPLICABLE SALES TAX DIRECT TO THEIR STATE...

Handwritten signature of authorized person.

Authorized Signature of Purchaser/DATE

CONSENT AGENDA CONT'D

CA-4. RESOLUTION - (J-03-) - (AMENDING THE AGREEMENT)

AMENDING THE AGREEMENT WITH INTERFOREVER SPORTS, INC. TO EXTEND THE EXISTING AGREEMENT AND AUTHORIZE A MINIMUM OF TWELVE GAMES TO BE PLAYED AT THE ORANGE BOWL STADIUM DURING THE AGREED TERM.

CA-5. RESOLUTION - (J-03-590) - (APPROVING THE PURCHASE AND INSTALLATION OF PLAYGROUND AND PARK EQUIPMENT)

APPROVING THE PURCHASE AND INSTALLATION OF PLAYGROUND AND PARK EQUIPMENT FOR THE DEPARTMENT OF PARKS AND RECREATION FOR ~~THE~~ ~~DEPARTMENT OF PARKS AND RECREATION~~ FROM HUNTER KNEPSHIELD COMPANY, (NON-MINORITY/NON-LOCAL VENDOR, 499 LAGRANGE, KENTUCKY) UTILIZING EXISTING MIAMI-DADE COUNTY CONTRACT NO. 4907-2/03-1, EFFECTIVE THROUGH FEBRUARY 29, 2004, SUBJECT TO ANY EXTENSIONS AND REPLACEMENT CONTRACTS BY MIAMI-DADE COUNTY, ~~THE TOTAL AMOUNT TO~~ ~~BE~~ ALLOCATING FUNDS FROM GROUNDS MAINTENANCE OPERATION PARKS AND RECREATION ACCOUNT NO. 001000.580302.6.340 AND THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND FUNDS ~~FOR THE~~ ~~DEPARTMENT OF PARKS AND RECREATION~~

Resolution

~~J-03-590~~



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 5/12/03

NAME OF PROJECT: GRAPELAND PARK - SITE FURNISHINGS

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco - 305.416.1253

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 25,000.00 for approval today (\$ 1,300,000.00 total amount)

SOURCE OF FUNDS: Homeland Defense; Neighborhood Parks; Flagami NET Area Park; Grapeland Park

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 To be discussed at meeting.

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco

DESCRIPTION OF PROJECT: Site Furnishings, Mini Bleachers, Park will be subject to a new Master Plan.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/12/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

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

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 11/12/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Subject to Maintenance and Operations budget line item.

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE: June 19, 2003

Enclosures: Back-Up Materials YES NO

QUOTATION

Contract Connection Inc.

Quote No 200003814
 Version No 2
 Quote Date 04/15/2003
 Today's Date 04/15/2003
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via Best Way
 Factory Benchmark Outdoor Products

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

QUOTE TO:

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33130
 Attn: Jose Cerdan
 Phone: 305-416-1304
 Fax: 305-416-2154

JOB NAME:

Grapeland Park
 Miami, FL 33125
 Attn:
 Phone:

(B)

Vendor Catalog	Description	Quantity	Unit Price	Amount
Benchmark-ZB736	3-row, 12'-0" long Bleacher Unit with "Zeroflex" recycled plastic slats	14	\$1,248.00	\$17,472.00
Benchmark-ZB736G	3-row, 6'-0" long Bleacher Unit with "Zeroflex" recycled plastic slats	2	\$599.00	\$1,198.00

This quotation will create (14) 3-row X 12' long bleacher units and (2) 3-row X 6' long units. Delivery 8 weeks from receipt of signed order and P.O. Prices do not include building permits and related fees, sealed engineer drawings, tethering of bleacher units to tree/fence or storage of material. Pricing per Metro dade Bid #4907 (includes freight).

Material Subtotal: \$18,670.00
 Tax: \$0.00
 Installation Chrgs: \$6,161.10
 Freight: \$0.00
 Other: \$0.00

Total=\$24,831.10

Please Remit All Payments to
Pembroke Pines Office

Office: Sfl Tax Exempt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

Mike Krohn (Issuing Officer)

Company: _____ Date: _____ Page 1 of 1
 Authorized Purchaser: _____ Title: _____

Offices In: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach

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DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 5/12/03

NAME OF PROJECT: GROVE MINI PARK – PLAY GROUND

INITIATING DEPARTMENT/DIVISION: Parks and Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco - 305. 416. 1253

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$22,500.00 for approval today (\$40,000.00 total amount)

SOURCE OF FUNDS: Homeland Defense; Neighborhood Parks; East Little Havana NET Area Park; Grove Mini Park

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 To be discussed at Meeting.

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: _____

DESCRIPTION OF PROJECT: _____

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/12/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/27/03

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

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 11/12/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Subject to Maintenance and operations budget line item.

APPROVAL: Robert O. Hunt
BOND OVERSIGHT BOARD

DATE: June 19, 2003

QUOTATION

Quote No 200003819
 Version No 1
 Quote Date 04/09/2003
 Today's Date 04/16/2003
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via ABF
 Factory BCI Burke

Contract Connection Inc.

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

QUOTE TO:

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33130
 Attn: Jose Cerdan
 Phone: 305-416-1304
 Fax: 305-416-2154

JOB NAME:

Grove Mini-Park
 Miami, FL 33127
 Attn:
 Phone:

pg 1 of 3

Vendor Catalog	Description	Quantity	Unit Price	Amount
Burke-500-0460	Single Post Swing	1	\$991.12	\$991.12
Burke-500-0491	4-1/2" OD SINGLE POST TOT SWING ADD-ON	1	\$896.67	\$896.67
Burke-570-0032	4 animal spring see saw	1	\$2,763.34	\$2,763.34
DrPlay-Sand1	Installation of Sand per cubic yard	55	\$35.00	\$1,925.00
DrPlay-Excavate	Excavation / Disposal per cubic yard	55	\$60.00	\$3,300.00
DrPlay-curb	Installed 6" x 6" concrete border (with rebar) per linear foot	212	\$9.50	\$2,014.00

Delivery 6 weeks from receipt of signed order and P.O. Prices do not include building permits and related fees. sealed engineer drawings, fence work or storage of material. Pricing per Metro dade Bid #4907 (includes freight).

See Page 2 of 2

**Please Remit All Payments to
 Pembroke Pines Office**

Office: Sfl Tax Exempt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

Company: _____ Date: _____ (Issuing Officer)
 Authorized Purchaser: _____ Title: _____ Page 1 of 2

Offices In: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach

QUOTATION

Contract Connection Inc.

Quote No 200003819
 Version No 1
 Quote Date 04/09/2003
 Today's Date 04/16/2003
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via ABF
 Factory BCI Burke

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

QUOTE TO:

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33130
 Attn: Jose Cerdan
 Phone: 305-416-1304
 Fax: 305-416-2154

JOB NAME:

Grove Mini-Park
 Miami, FL 33127
 Attn:
 Phone:

pg 2 of 3

Vendor Catalog	Description	Quantity	Unit Price	Amount
WV-S616GT	46" game table -- inground	5	\$684.45	\$3,422.25
WV-GTIV	Game Top Insert-Vanilla	5	\$64.45	\$322.25
Cylex-sign	Synthetic Granite Sign per attached drawing (each)	2	\$1,052.64	\$2,105.28

See attached Drawing

Delivery 6 weeks from receipt of signed order and P.O. Prices do not include building permits and related fees, sealed engineer drawings, fence work or storage of material. Pricing per Metro dade Bid #4907 (includes freight).

Material Subtotal: \$17,739.91
 Tax: \$0.00
 Installation Chrgs: \$3,780.60
 Freight: \$0.00
 Other: \$0.00

Total=\$21,520.51

**Please Remit All Payments to
 Pembroke Pines Office**

Office: Sfl Tax Exempt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

On the first day of each month, Invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

Mike Krohn (Issuing Officer)

Company: _____ Date: _____
 Authorized Purchaser: _____ Title: _____

SK