

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

6-22-04 - 6:00 P.M.
CITY OF MIAMI
CITY HALL - CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133

I. APPROVAL OF THE MINUTES OF THE MEETING OF MAY 25, 2004.

II. INTRODUCTION OF NEW PARKS & RECREATION DIRECTOR, ERNEST BURKEEN.

III. OLD BUSINESS:

- Little Haiti Park Project - Breakdown of construction and architectural cost of each component.
- Coral View Project "The Aston" – Discussion regarding the parking for this project and for future high rise developments citywide.

IV. NEW BUSINESS:

A. AUDIT COMMITTEE REPORT:

- Second Increase in Contract for Orange Bowl Stadium Structural Repairs 2003.
- Grand Avenue Improvements.
- I-395 Beautification/Landscaping .
- Lummus Landing.
- Little Haiti Park Land Acquisitions.

UPDATES:

1. Site Furnishings at Jose Marti Park.
2. Tennis Courts Renovations at Moore Park.
3. Flo Jo Monument at Curtis Park.

V. CHAIRPERSON'S OPEN AGENDA:

VI. ADDITIONAL ITEMS:

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

5-25-04 - 6:00 P.M.
CITY OF MIAMI
CITY HALL – CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133

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

Rolando Aedo
Kay Apfel
Ringo Cayard (*in at 6:41 p.m.*)
Mariano Cruz
Luis de Rosa
Robert A. Flanders (Chairman)
Jason Manowitz
David E. Marko
Gary Reshefsky (*in at 6:32 p.m.*)
Jami Reyes (*in at 6:32 p.m.*)
Manolo Reyes (Vice Chairman)
Albena Sumner

Absent:

Luis Cabrera
Walter Harvey
Ronda Vangates

ALSO PRESENT:

Rafael Suarez-Rivas, Assistant City Attorney
Jorge Cano, CIP Director
Ed Blanco, Parks and Recreation
Alejandra Argudin, Assistant Director, Conferences,
Conventions and Public Facilities
Danette Perez, CIP
Zimri Prendes, CIP
Eva Kilpatrick, City Clerk's Office

I. **APPROVAL OF THE MINUTES OF THE MEETING OF APRIL 27, 2004.**

HD/NIB MOTION 04-42

A MOTION TO ADOPT THE MINUTES OF THE MEETING OF APRIL 27, 2004.

MOVED: R. AEDO

SECONDED: M. REYES

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

HD/NIB MOTION 04-43

A MOTION TO ACCEPT AMENDED PAGE 7 OF MINUTES OF FEBRUARY 24, 2004 IN REFERENCE TO FUNDING FOR THE BICENTENNIAL PARK IMPROVEMENTS SEAWALL/SHORELINE STABILIZATION PROJECT.

MOVED: R. AEDO

SECONDED: M. REYES

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

II. **NEW BUSINESS:**

A. **INTRODUCTION OF NEW BOARD MEMBERS:**

- **Albena Sumner – nominated by Chairman Teele.**
- **Jason Manowitz – nominated by Commissioner Regalado.**
- **Kay Hancock Apfel – nominated by Commissioner Winton.**

B. **AUDIT COMMITTEE REPORT:**

- **Replacement of Field and Maintenance Equipment at the Orange Bowl Stadium.**

Total dollar amount: \$232,471

Source of funds: HDNI Bonds – Orange Bowl Stadium Ramps & Improvements

Report by: Rolando Aedo

Date approved by Audit Subcommittee: May 18, 2004

Scope of project: Costs include the replacement of the stadium field (\$200,000) in time for the upcoming University of Miami football season and a new field mower and blade cutting units (32,471); these units are necessary to maintain field in optimum condition. The field has not been replaced for 4 years (standard recommendation is every 2 years). The final cost of the field replacement will be

determined by the City's purchasing department, the field mower/cutting units fall under a state contract.

HD/NIB MOTION 04-44

A MOTION APPROVING RECOMMENDATION OF THE AUDIT COMMITTEE TO ALLOCATE AN AMOUNT NOT TO EXCEED \$232,471 FOR PROCUREMENT OF TURF AND MOWING EQUIPMENT FOR THE ORANGE BOWL STADIUM FIELD.

MOVED: L. DE ROSA

SECONDED: M. CRUZ

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

- **New Playground and Wooden Deck at Jose Marti Park.**

Total dollar amount: \$86,000

Source of funds: HDNI Bonds Neighborhood Parks Improvements & Acquisitions

Report by: Rolando Aedo

Date approved by Audit Subcommittee: May 18, 2004

Scope of project: Cost includes custom designing the playground per attached drawing (Q-00187), the use of a doublewide gate for a temporary chain link fence, and necessary excavation / disposal per cubic yard. This project is piggybacking under a county contract. Cost also includes removal of existing wooden deck adjacent to the playground and replacement of any deteriorating framing below existing deck. Any new wood used in project will be pressure treated and sealed, existing rails will be refinished and painted to match existing color. The requested \$86,000 covers both the playground equipment (equipment's quote is \$77,372) and the wooden deck (deck's quote is \$4,500); for a total quote equaling \$81,872. The remaining \$4,128 will help to cover any unforeseen costs.

HD/NIB MOTION 04-45

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO ALLOCATE AN AMOUNT NOT TO EXCEED \$80,000 TO COVER COSTS OF NEW PLAYGROUND; FURTHER DIRECTING THE PARKS DEPARTMENT TO COME BACK WITH ADDITIONAL INFORMATION OF THE POSSIBLE USE OF SYNTHETIC VERSUS WOOD DECKS, INCLUDING ITS SAFETY FACTORS AND LIFE SPAN FOR EACH.

MOVED: M. REYES

SECONDED: L. DE ROSA

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

- **Installation of New Tennis Court Wind Screen at Hadley Park.**

Total dollar amount: \$13,000
Source of funds: HDNI Bonds – Neighborhood Park Improvements & Acquisitions
Report by: Rolando Aedo
Date approved by Audit Subcommittee: May 18, 2004
Scope of project: Cost includes installing a ten-foot high tennis court screen. The requested \$13,000 is \$3,502 over the contractor's quote amount of \$9,498. These additional monies will help to cover unforeseen costs.

HD/NIB MOTION 04-46

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO INSTALL A TEN FOOT HIGH WIND SCREEN AT HADLEY PARK TENNIS COURT.

MOVED: G. RESHEFSKY

SECONDED: A. SUMNER

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

- **New Playground Equipment at Triangle Park.**

Total dollar amount: \$12,335
Source of funds: HDNI Bonds – Neighborhood Park Improvements & Acquisitions
Report by: Rolando Aedo
Date approved by Audit Subcommittee: May 18, 2004
Scope of project: Cost includes new playground equipment and its installation, excavation/ disposal of fill supply and installing sand, pour a 5'X60' sidewalk. The requested \$12,335 is \$5,054 over the contractor's quoted amount of \$7,283. These additional funds will help to cover unforeseen costs. This project is piggybacking under a county contract.

HD/NIB MOTION 04-47

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO PROVIDE NEW PLAYGROUND EQUIPMENT AND NECESSARY EXCAVATIONS AT TRIANGLE PARK.

MOVED: M. REYES

SECONDED: M. CRUZ

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

- **New Playground Equipment at Williams Park.**

Total dollar amount: \$200,000
Source of funds: HDNI Bonds – Neighborhood Park Improvements & Acquisitions

Report by: Rolando Aedo
Date approved by Audit Subcommittee: May 18, 2004
Scope of project: Cost includes new playground equipment and its installation, use of rental fencing and gate, pour-in-place safety surfacing, refuse containers, benches, concrete border, French drain and basin. The requested \$200,000 is \$2,655 over the contractor's quoted amount of \$197,337. These additional funds will help to cover unforeseen costs. This project is piggybacking under a county contract.

HD/NIB MOTION 04-48

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO ALLOCATE \$200,000 FOR NEW PLAYGROUND EQUIPMENT AT WILLIAMS PARK.

MOVED: M. REYES
SECONDED: L. DE ROSA
ABSENT: L. CABRERA; W. HARVEY; R. VANGATES
Note for the Record: Motion passed by unanimous vote of all Board Members present.

• **Police Mobile Command Unit.**

Total dollar amount: \$450,000
Source of funds: HDNI Bonds – Police Homeland Defense Preparedness Initiatives
Report by: Major Joseph Longueira
Date approved by Audit Subcommittee: May 18, 2004
Scope of project: Amount requested will cover costs of purchasing a Mobile Command Post to be utilized during Homeland Security incidents or other large events that pose potential targets for incident. The vehicle will be procured through a Federal GSA Program that allows permits for participation.

HD/NIB MOTION 04-49

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO ALLOCATE \$450,000 FOR A POLICE MOBILE COMMAND UNIT.

MOVED: M. CRUZ
SECONDED: L. DE ROSA
ABSENT: L. CABRERA; W. HARVEY; R. VANGATES
Note for the Record: Motion passed by unanimous vote of all Board Members present.

• **Police Bomb Squad Bunker Improvements.**

Total dollar amount: \$124,000
Source of funds: HDNI Bonds – Police Homeland Defense Preparedness Initiatives
Report by: Major Longueira
Date approved by Audit Subcommittee: May 18, 2004
Scope of project: Amount requested will cover costs of constructing an elevated 1050 sq. ft. self-contained modular office structure, thus maximizing space for the

bomb squad. This new area will improve on the sharing space for both training and equipment needs. Other improvements will be for: electrical and telephone work, computer networking, and security improvements. This project takes place in the old Orange Bowl parade float warehouse.

HD/NIB MOTION 04-50

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO ALLOCATE \$124,000 TO REHAB AND BUILD A SELF CONTAINED MODULAR OFFICE STRUCTURE FOR TRAINING AND STORAGE OF EQUIPMENT FOR THE POLICE BOMB SQUAD.

MOVED: D. MARKO

SECONDED: M. REYES

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

- **Police Sky Watch Observation Tower.**

Total dollar amount: \$98,681

Source of funds: HDNI Bonds – Police Homeland Defense Preparedness Initiatives

Report by: Major Longueira

Date approved by Audit Subcommittee: May 18, 2004

Scope of project: Amount requested will cover costs of procuring a Sky Watch Observation Platform that will be used for major events that are potential targets and Homeland Security incidents. It will provide officers with an excellent observation point. It also provides spotlights, regular and thermal video camera, and air conditioning. It raises approximately 24 feet above ground and is trailer mounted with a hydraulic lift mechanism and generator.

HD/NIB MOTION 04-51

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO ALLOCATE AN AMOUNT NOT TO EXCEED \$98,681 FOR POLICE SKY WATCH OBSERVATION TOWER.

MOVED: D. MARKO

SECONDED: M. REYES

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

- **Security Gates at Police South Substation.**

Total dollar amount: \$40,000

Source of funds: HDNI Bonds – Police Homeland Defense Preparedness Initiatives

Report by: Major Longueira

Date approved by Audit Subcommittee: May 18, 2004

Scope of project: Amount requested will cover costs to procure automated entry and exit gates for this facility, which would be interfaced to our security system in the

future. These improvements will cease the need for sworn personnel to provide security at the entrance.

HD/NIB MOTION 04-52

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO ALLOCATE AN AMOUNT NOT TO EXCEED \$40,000 FOR SECURITY GATES AT POLICE SOUTH SUBSTATION.

MOVED: M. CRUZ

SECONDED: L. DE ROSA

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

UPDATES:

1. Coral View Project – The Aston.

Total dollar amount: \$192,631

Source of funds: HDNI Bonds – District 4 Quality of Life

Report by: Mark Spanioli

Date approved by Audit Subcommittee: October 20, 2003

Scope of project: Streetscape improvements from S.W. 22 Terrace between 29 and 31 Avenues, construction of curb, the filling of potholes and landscaping along right-of-way.

Mark Spanioli, consulting engineer with the firm of Bermello Ajamil Architects, reported that the plans for the project are completed and accepted. City is currently reviewing the bids and once accepted, will proceed with construction. The Board expressed concern for the lack of parking provided by this development. Board member D. Marko requested that at the next board meeting City staff provide a report of the discussion held between Mr. Spanioli and Commissioner Regalado regarding what was the most aesthetic and realistic approach to the problem of parking for the Aston project; and further report what the City's policy is for parking (off-site and in-site) to be provided for future high rise developments citywide.

2. Ballet Gamonet Project.

Total dollar amount: \$300,000

Source of funds: Quality of Life – District 2

Report by: George Mursuli

Date approved by Audit Subcommittee: 5/7/03

Scope 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.

George Mursuli reported that this will be housed at the Alfred I. Dupont building downtown. There was a successful fundraising event last April. There will be a

company of 15 dancers in Miami. Season premiere planned for Fall of 2005 at the Gusman Center of the Performing Arts.

3. Memorial Linear Park Project.

Total dollar amount: \$3.2 million
Source of funds: District 3 Neighborhood Quality of Life (\$2 million) and Calle Ocho Improvements (\$1.2 million)
Report by: Sandra Vega
Date approved by Audit Subcommittee: 5/12/03
Scope of project: Consultant is Falcon & Bueno, Beautification project with improved drainage system.

Sandra Vega, from the CIP Department, reported that consultant is reviewing documents. Price of concrete has increased; so projected cost of the development needs to be revisited. Scope of work will include:

- Underground sleeves for irrigation,
- Repair of broken curbs and sidewalks along 8th to 13th Streets;
- Curbs on median along 13th to 19th Streets;
- Curbs and gutters on both sides of the street along 19th to 22nd

Design has been modified from original plan to accommodate traffic. Among the concerns are:

- The proposed widening of the median eliminates parking in front of residences
- Traffic flow and the ability of emergency vehicles to maneuver.

Technical review of the functionality of the project will delay the project for 2-3 months. Board member D. Marko requested Ms. Vega to inform Commissioner Sanchez of a realistic time frame for the construction of this project.

4. Steel Picket Fence at Triangle Park.

This project was completed. There are after pictures posted on the Bond Oversight Board website.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

There being no further business, the meeting adjourned at 7:58 p.m.

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. Mixed use property on corner lot; illegal four-unit apartment structure on upper level. Condemnation price is \$600,000. It is 30% over appraised value, but appraisals have been rising.

HD/NIB MOTION 04-23

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-LAND ACQUISITIONS, PARCELS 72, 73, 74 AND 78; FURTHER RECOMMENDING THAT ALLOCATIONS FROM HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUND BE MADE IN THE FOLLOWING AMOUNTS: \$442,700 (PARCELS 72 AND 74); \$586,902 (PARCEL 73) AND \$110,420 (PARCEL #78).

**MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY**

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

UPDATE

- Little Haiti Park – Professional Architectural Services for Caribbean Marketplace, Black Box Theatre, Recreational and Cultural Development.

Total dollar amount: \$2,250,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Phil Allene (phonetic), Program Manager- Economic Development;
Mary Conway and
Alicia Cuervo-Schreiber
Date approved by Audit Subcommittee: February 18, 2004

This request includes an increase in scope of work and changed limit of cost of Zyscovich, Inc. professional services related to this project for both the recreational and cultural components. The typical design cost is ten percent of total project construction cost. For this request, money to be authorized exceeds ten percent of money available because land acquisition is ten to twenty million dollars. If additional money for a soccer complex will be pledged to the project, then that would justify the scope of this request. Standard rules of procurement were followed in selecting Zyscovich, Inc. for the Little Haiti Park component.

The City Manager is committed to seeing the full implementation of this project, even if it means using funding sources outside of HD/NIB funds.

HD/NIB MOTION 04-25

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-PROFESSIONAL ARCHITECTURAL SERVICES FOR CARIBBEAN MARKETPLACE DEVELOPMENT, BLACK BOX THEATRE DEVELOPMENT, RECREATIONAL AND CULTURAL COMPONENTS DEVELOPMENT; FURTHER RECOMMENDING THAT \$2,250,000 OF HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT; FURTHER THAT THE BOARD BE PROVIDED A BREAKDOWN OF CONSTRUCTION AND ARCHITECTURAL COST OF EACH COMPONENT OF THIS PROJECT AT THE MARCH 23, 2004 MEETING OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD; FURTHER RECOMMENDING THAT BEFORE PROCEEDING WITH ANY COMPONENT OF THE PROJECT HAVING AN ESTIMATED VALUE OF MORE THAN 12 PERCENT OF CONSTRUCTION COST, THE BOARD SHOULD BE NOTIFIED; FURTHER RECOMMENDING THAT MONTHLY PROGRESS REPORTS BE PROVIDED TO THE BOARD.

MOVED: M. REYES

SECONDED: M. CRUZ

**ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY; S. PETERS**

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

• Presentation of Coral Way Uplighting Project.

Total dollar amount: \$775,507
Source of funds: Homeland Defense/Coral Way Improvements
Report by: Jorge Cano, Director, CIP

Gancedo Technologies, the contractor on this project will furnish all labor and materials necessary to complete the project.

Of the \$775,507, \$673,031 is to cover contract costs and \$102,476 is to cover estimated expenses to be incurred by the City and miscellaneous construction costs.



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: 1

Emergency:

Project Name: Little Haiti Park - Soccer and Recreation Center

Project Location: From 6301 to 6421 NE 2 Avenue **Project Number:** B-38500

Initiating Dept.: Parks and Recreation **Commissioner District:** 5

Account Number: 331412 **Amount:** \$5,500,000.00 **Project Budget:** _____

Account Number: _____ **Amount:** _____ **Appropriated:** _____

Account Number: _____ **Amount:** _____ **Allocated:** \$5,500,000.00

PROJECT FUNDS ALLOCATION

DESIGN PHASE

A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	8%	\$302,623.52
2	Additional Services (≥ 5% of A1)	5%	\$15,131.18
3	Miscellaneous Services (0.5% - 5% of C1)	1%	\$37,827.94
4	CIP Production Management (2% - 5% of C1)	5%	\$189,139.70
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	0%	\$0.00
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
** DESIGN PHASE TOTAL:			\$544,722.34

CONSTRUCTION PHASE

C. Construction:			
1	Construction Estimate:		\$3,782,794.00
2	Contingency Allowance: (5% - 10% of C1)	10%	\$378,279.40
3	Permit Fees: (3% - 5% of C1)	0%	\$0.00
4	Other Agency Fees: (2% - 3% of C1)	3%	\$113,483.82
5	Telecommunications:		
6	Utilities:		
7	Establishment:		
Construction Total:			\$4,274,557.22
D. Construction Administration Management			
	Const. Adm. Mgmt. Total: (5% - 7% of C1)	5%	\$189,139.70
E. Furnishings:			
1	Flooring (if N.I.C.)		
2	Fixtures, Furniture and Equip.: (5% - 7% of C1)	0%	\$0.00
3	Information Services:		
4	Accessories: (1% - 2% of C1)	0%	\$0.00
Furnishings Total:			\$0.00
F. Miscellaneous Construction Costs:			
1	Site Acquisition		
2	Miscellaneous Construction		
Miscellaneous Construction Cost Total:			\$0.00
** CONSTRUCTION PHASE TOTAL:			\$4,463,696.92
** TOTAL ESTIMATED PROJECT COST:			\$5,008,419.26

PROJECT SCOPE IDENTIFICATION

Site preparation, the construction of a 12,000 SF Recreation Building, 2 soccer fields, vita course, playgrounds, domino park, picnic areas, lighting (sports, parking and security), open shelters, landscaping, irrigation system, and a 1,200 SF Field Restroom/Storage Building on lots 91, 92, 93 and 94.

CONSTRUCTION ESTIMATE BREAKDOWN:

Site preparation (includes demolition and fill, but no building demolition): 438,044 SF @ \$1/SF = \$438,044	Domino Shelter (20'x20'): \$32,000
Building: 12,000 SF @ \$110/SF = \$1,320,000	Vita course: 3,750 SF @ \$4/SF = \$15,000
Soccer Fields: 200,000 SF @ \$1/SF = \$200,000 (Grass Turf)	(4"x5'-0" concrete walkway)
Fixed bleachers: (6 bleachers) 180 seats @ \$300/seat = \$324,000	Field Restroom: 1,200 SF @ \$150/SF = \$180,000
Sports lighting: 8 poles @ \$20,000 = \$160,000	Fencing:
Security and parking lot lighting: 20 poles @ \$6,000 = \$120,000	Chain Link: 2,250 LF @ \$25/LF = \$56,250
Irrigation: 230,000 SF @ \$1/SF = \$230,000	Metal Picket: 530 LF @ \$50/LF = 26,500
Landscaping: 30,000 SF @ \$2/SF = \$60,000	
Parking lot: 200 spaces @ \$3,000/ea = \$600,000	
Fire water line and hydrant: 100 LF @ \$50/LF + \$6,000 = \$11,000	
Utility tie-in: \$10,000 est.	

Design Consultant: Zyscovich, Inc.

NOTE: The construction estimate does not include any right-of-way improvements

FUNDING SOURCES

<u>Homeland Defense Bond</u>	Amount: <u>\$5,500,000.00</u>
_____	Amount: _____
_____	Amount: _____

Project Manager / Ext.: Cary Sanchez-Rea / 1094 **Date:** June 22, 2004

Reviewed by: _____ **Date:** _____

Reviewed by: _____ **Date:** _____

Accepted by: _____ **Date:** _____

Director of the Initiating Department



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: 1

Emergency:

Project Name: Little Haiti Park - Community Building Retrofit

Project Location: 5925-27 NE 2 Avenue

Initiating Dept.: Planning

Account Number: 331412 **Amount:** \$2,500,000.00

Account Number: _____ **Amount:** _____

Account Number: _____ **Amount:** _____

Project Number: B-30294

Commissioner District: 5

Project Budget: _____

Appropriated: \$2,894,000.00

Allocated: _____

PROJECT FUNDS ALLOCATION

DESIGN PHASE

A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	10%	\$170,100.00
2	Additional Services (≥ 5% of A1)	5%	\$8,505.00
3	Miscellaneous Services (0.5% - 5% of C1)	1%	\$17,010.00
4	CIP Production Management (2% - 5% of C1)	5%	\$85,050.00
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	0%	\$0.00
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
** DESIGN PHASE TOTAL:			\$280,665.00

CONSTRUCTION PHASE

C. Construction:			
1	Construction Estimate:		\$1,701,000.00
2	Contingency Allowance: (5% - 10% of C1)	10%	\$170,100.00
3	Permit Fees: (3% - 5% of C1)	0%	\$0.00
4	Other Agency Fees: (2% - 3% of C1)	3%	\$51,030.00
5	Telecommunications:		
6	Utilities:		
7	Establishment:		
Construction Total:			\$1,922,130.00
D. Construction Administration Management			
Const. Adm. Mgmt. Total: (5% - 7% of C1)			5%
			\$85,050.00
E. Furnishings:			
1	Flooring (if N.I.C.)		
2	Fixtures, Furniture and Equip.: (5% - 7% of C1)	0%	\$0.00
3	Information Services:		
4	Accessories: (1% - 2% of C1)	0%	\$0.00
Furnishings Total:			\$0.00
F. Miscellaneous Construction Costs:			
1	Site Acquisition		
2	Miscellaneous Construction		
Miscellaneous Construction Cost Total:			\$0.00
** CONSTRUCTION PHASE TOTAL:			\$2,007,180.00
** TOTAL ESTIMATED PROJECT COST:			\$2,287,845.00

PROJECT SCOPE IDENTIFICATION

The complete rehabilitation of the existing 10,800 SF Caribbean Marketplace into a 12,000 SF building on lots 66 and 67 to include, but not be limited to the following:

- Lobby
- Art gallery
- Community meeting room
- Classrooms
- Vocational training room
- Dark room/studio
- Offices
- 2,000 SF NET office (optional)
- Public ADA restrooms
- Mechanical room
- Electrical room
- Data/Communication room
- Storage

CONSTRUCTION ESTIMATE BREAKDOWN:
 Building: 12,000 SF @ \$125/SF = \$1,500,000
 Parking lot: 30 spaces @ \$3,000/ea = \$90,000
 Plaza: 4,000 SF @ \$20/SF = \$80,000
 Fire water line and hydrant: 300 LF @ \$50/LF + \$6,000 (hydrant) = \$21,000
 Utility tie-in: \$10,000 est.

NOTE:
Design Consultant: Zyscovich, Inc. and Charles Pawley
 Caribbean Marketplace element is a part of the Cultural Campus
 The construction estimate does not include any right-of-way improvements

FUNDING SOURCES

Homeland Defense Bond	Amount: \$2,500,000.00
Cultural Affairs Grant	Amount: \$344,000.00
Safe Neighborhood Parks Bond	Amount: \$50,000.00

Project Manager / Ext.: Cary Sanchez-Rea / 1094 **Date:** June 22, 2004

Reviewed by: _____ **Date:** _____

Reviewed by: _____ **Date:** _____

Accepted by: _____ **Date:** _____

Director of the Initiating Department



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: 1

Emergency:

Project Name: Little Haiti Park - New Community Building

Project Location: 5925-27 NE 2 Avenue **Project Number:** B-30294

Initiating Dept.: Planning **Commissioner District:** 5

Account Number: 331412 **Amount:** \$2,500,000.00 **Project Budget:** _____

Account Number: _____ **Amount:** _____ **Appropriated:** \$2,894,000.00

Account Number: _____ **Amount:** _____ **Allocated:** _____

PROJECT FUNDS ALLOCATION

DESIGN PHASE

A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	8%	\$133,040.00
2	Additional Services (≥ 5% of A1)	5%	\$6,652.00
3	Miscellaneous Services (0.5% - 5% of C1)	1%	\$16,630.00
4	CIP Production Management (2% - 5% of C1)	5%	\$83,150.00
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	0%	\$0.00
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
** DESIGN PHASE TOTAL:			\$239,472.00

CONSTRUCTION PHASE

C. Construction:			
1	Construction Estimate:		\$1,663,000.00
2	Contingency Allowance: (5% - 10% of C1)	10%	\$166,300.00
3	Permit Fees: (3% - 5% of C1)	0%	\$0.00
4	Other Agency Fees: (2% - 3% of C1)	3%	\$49,890.00
5	Telecommunications:		
6	Utilities:		
7	Establishment:		
Construction Total:			\$1,879,190.00
D. Construction Administration Management			
	Const. Adm. Mgmt. Total: (5% - 7% of C1)	5%	\$83,150.00
E. Furnishings:			
1	Flooring (if N.I.C.)		
2	Fixtures, Furniture and Equip.: (5% - 7% of C1)	0%	\$0.00
3	Information Services:		
4	Accessories: (1% - 2% of C1)	0%	\$0.00
Furnishings Total:			\$0.00
F. Miscellaneous Construction Costs:			
1	Site Acquisition		
2	Miscellaneous Construction		
Miscellaneous Construction Cost Total:			\$0.00
** CONSTRUCTION PHASE TOTAL:			\$1,962,340.00
** TOTAL ESTIMATED PROJECT COST:			\$2,201,812.00

PROJECT SCOPE IDENTIFICATION

Demolition of the existing Caribbean Marketplace, and the construction of a 12,000 SF building on lots 66 and 67 to include, but is not limited to the following:

1. Lobby 2. Art gallery 3. Community meeting room 4. Classrooms 5. Vocational training room 6. Dark room/studio 7. Offices 8. 2,000 SF NET office (optional) 9. Public ADA restrooms 10. Mechanical room 11. Electrical room 12. Data/Communication room 13. Storage

CONSTRUCTION ESTIMATE BREAKDOWN:

Building: 12,000 SF @ \$120/SF = \$1,440,000
 Parking lot: 30 spaces @ \$3,000/ea = \$ 90,000
 Plaza: 4,000 SF @ \$20/SF = \$80,000
 Fire water line and hydrant: 300 LF @ \$50/LF + \$6,000 (hydrant) = \$21,000
 Utility tie-in: \$10,000 est.
 Demolition of the existing Caribbean Marketplace: 11,000 SF @ \$2/SF = \$22,000

NOTE:
Design Consultant: Zyscovich, Inc.
 Caribbean Marketplace element is a part of the Cultural Campus
 The construction estimate does not include any right-of-way improvements

FUNDING SOURCES

<u>Homeland Defense Bond</u>	Amount: <u>\$2,500,000.00</u>
<u>Cultural Affairs Grant</u>	Amount: <u>\$344,000.00</u>
<u>Safe Neighborhood Parks Bond</u>	Amount: <u>\$50,000.00</u>

Project Manager / Ext.: Cary Sanchez-Rea / 1094 **Date:** June 22, 2004

Reviewed by: _____ **Date:** _____

Reviewed by: _____ **Date:** _____

Accepted by: _____ **Date:** _____

Director of the Initiating Department



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: 1

Emergency:

Project Name: Little Haiti Park - Black Box Theater

Project Location: NE 59 Street between 2 Ave and 3 Ave

Initiating Dept.: Planning

Account Number: 331412 **Amount:** \$4,500,000.00

Account Number: _____ **Amount:** _____

Account Number: _____ **Amount:** _____

Project Number: B-30295

Commissioner District: 5

Project Budget: _____

Appropriated: \$4,500,000.00

Allocated: _____

PROJECT FUNDS ALLOCATION

DESIGN PHASE

A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	12%	\$330,420.00
2	Additional Services (≥ 5% of A1)	5%	\$16,521.00
3	Miscellaneous Services (0.5% - 5% of C1)	2%	\$43,071.38 **
4	CIP Production Management (2% - 5% of C1)	5%	\$137,675.00
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	0%	\$0.00
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
** DESIGN PHASE TOTAL:			\$527,687.38

CONSTRUCTION PHASE

C. Construction:			
1	Construction Estimate:		\$2,753,500.00
2	Contingency Allowance: (5% - 10% of C1)	10%	\$275,350.00
3	Permit Fees: (3% - 5% of C1)	0%	\$0.00
4	Other Agency Fees: (2% - 3% of C1)	3%	\$82,605.00
5	Telecommunications:		
6	Utilities:		
7	Establishment:		
Construction Total:			\$3,111,455.00
D. Construction Administration Management			
Const. Adm. Mgmt. Total: (5% - 7% of C1)			5%
			\$137,675.00
E. Furnishings:			
1	Flooring (if N.I.C.)		
2	Fixtures, Furniture and Equip.: (5% - 7% of C1)	10%	\$275,350.00
3	Information Services:		
4	Accessories: (1% - 2% of C1)	0%	\$0.00
Furnishings Total:			\$275,350.00
F. Miscellaneous Construction Costs:			
1	Site Acquisition		
2	Miscellaneous Construction		
Miscellaneous Construction Cost Total:			\$0.00
** CONSTRUCTION PHASE TOTAL:			\$3,524,480.00
** TOTAL ESTIMATED PROJECT COST:			\$4,052,167.38

PROJECT SCOPE IDENTIFICATION

Design and construction of a 15,000 SF Black Box Theater facility to include, but is not limited to, the following:

1. Main hall with 300 seating capacity, stage, lobby, gallery, 2 rehearsal halls, green room, ADA restrooms, 2 offices, workshop, storage, mechanical room, electrical room, ticket office, concession, loft - control room, lights, rigging, sound system, and acoustics.
2. 16,000 square foot plaza
3. 100 parking spaces
4. Fire hydrant: 350 linear feet of 10 inch line
5. Utility service and tie-ins

CONSTRUCTION ESTIMATE BREAKDOWN:
 Building: 15,000 SF @ \$140/SF = \$2,100,000
 Courtyard: 16,000 SF @ \$20/SF = \$320,000
 Parking lot: 100 spaces @ \$3,000/ea = \$ 300,000
 Fire water line and hydrant: 350 LF @ \$50/LF + \$6,000 (hydrant) = \$23,500
 Utility tie-in: \$10,000 est.

Design Consultant: Zyscovich, Inc.
 Black Box Theater element is a part of the Cultural Campus
 The construction estimate does not include any right-of-way improvements
**** \$24,000 of the \$66,535 was spent for the Cultural Campus Master Plan (P.O. No.: 42515). \$42,535 remaining**

FUNDING SOURCES

Homeland Defense Bond	Amount:	\$4,500,000.00
_____	Amount:	_____
_____	Amount:	_____

Project Manager / Ext.: Cary Sanchez-Rea / 1094 **Date:** June 22, 2004

Reviewed by: _____ **Date:** _____

Reviewed by: _____ **Date:** _____

Accepted by: _____ **Date:** _____

Director of the Initiating Department

future. These improvements will cease the need for sworn personnel to provide security at the entrance.

HD/NIB MOTION 04-52

A MOTION APPROVING AUDIT SUBCOMMITTEE'S RECOMMENDATION TO ALLOCATE AN AMOUNT NOT TO EXCEED \$40,000 FOR SECURITY GATES AT POLICE SOUTH SUBSTATION.

MOVED: M. CRUZ

SECONDED: L. DE ROSA

ABSENT: L. CABRERA; W. HARVEY; R. VANGATES

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

UPDATES:

UPDATE

1. Coral View Project – The Aston.

Total dollar amount: \$192,631

Source of funds: HDNI Bonds – District 4 Quality of Life

Report by: Mark Spanioli

Date approved by Audit Subcommittee: October 20, 2003

Scope of project: Streetscape improvements from S.W. 22 Terrace between 29 and 31 Avenues, construction of curb, the filling of potholes and landscaping along right-of-way.

Mark Spanioli, consulting engineer with the firm of Bermello Ajamil Architects, reported that the plans for the project are completed and accepted. City is currently reviewing the bids and once accepted, will proceed with construction. The Board expressed concern for the lack of parking provided by this development. Board member D. Marko requested that at the next board meeting City staff provide a report of the discussion held between Mr. Spanioli and Commissioner Regalado regarding what was the most aesthetic and realistic approach to the problem of parking for the Aston project; and further report what the City's policy is for parking (off-site and in-site) to be provided for future high rise developments citywide.

2. Ballet Gamonet Project.

Total dollar amount: \$300,000

Source of funds: Quality of Life – District 2

Report by: George Mursuli

Date approved by Audit Subcommittee: 5/7/03

Scope 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.

George Mursuli reported that this will be housed at the Alfred I. Dupont building downtown. There was a successful fundraising event last April. There will be a

The resolution will be presented to the City Commission for approval in the near future. Essentially, the resolution entails the continuous hiring of bond counsel to answer questions, as they have been doing all along, that are either generated by the BOB or by the CIP.

HD/NIB MOTION 03-89

A MOTION RECOMMENDING THAT THE CITY ATTORNEY CONTINUE TO ENGAGE THE LAW FIRM OF SQUIRE, SANDERS AND DEMPSEY, LLP, TO PROVIDE ONGOING BOND COUNSEL SERVICES, IN AN AMOUNT NOT TO EXCEED \$35,000, IN CONNECTION WITH THE DISBURSEMENT OF FUNDS FROM GENERAL OBLIGATION BONDS OF THE CITY OF MIAMI FOR HOMELAND SECURITY, NEIGHBORHOOD IMPROVEMENTS, CAPITAL PROJECTS AND INFRASTRUCTURE IMPROVEMENTS, ALLOCATING FUNDS FROM THE HOMELAND DEFENSE BONDS ACCOUNT.

MOVED: M. CRUZ
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; R. CAYARD;
G. RESHEFSKY; R. VANGATES

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

C. AUDIT COMMITTEE REPORT (DAVID MARKO):

UPDATE

- Coral View Project – The Aston.

Presentation by Dianne Johnson of the CIP Dept. and Adrienne Pardo of the law firm of Greenberg, Traurig. Funding source: District 4 (Commissioner Regalado) Quality of Life funds. Description of project: Streetscape improvements from S.W. 22 Terrace between 29th and 31st Avenues; construction of curb; filling of potholes and landscaping along right-of-way. The Audit Subcommittee recommended approval of this project at its October 20, 2003 meeting.

HD/NIB MOTION 03-90

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE CORAL VIEW PROJECT -- THE ASTON, SAID RECOMMENDATION CONDITIONED UPON THE CAPITAL IMPROVEMENT PROJECTS (CIP) STAFF BRINGING TO THE ATTENTION OF COMMISSIONER REGALADO, WHOSE QUALITY OF LIFE FUNDS WILL BE ALLOCATED TO THE PROJECT, THE CONCERN THAT THERE MAY BE A DRAMATIC DECREASE IN PARKING IN THE NEIGHBORHOOD SURROUNDING THE PROJECT AS A RESULT OF THE DEVELOPMENT OF THE PROJECT; FURTHER RECOMMENDING THAT \$192,631 OF DISTRICT 4 QUALITY OF LIFE FUNDS BE ALLOCATED TO THIS PROJECT; FURTHER REQUESTING THAT COMMISSIONER REGALADO ENGAGE THE DEVELOPER IN TRYING TO DEVISE A MORE CREATIVE DESIGN FOR THE PROJECT THAT WOULD NOT CAUSE A DECREASE IN PARKING AND THAT MEETS THE AESTHETIC REQUIREMENTS OF ALL INTERESTED PARTIES; FURTHER, THAT THE RECOMMENDATION OF APPROVAL IS CONDITIONED UPON THE CIP STAFF MONITORING EXPENDITURE OF FUNDS REGARDING THIS PROJECT TO ENSURE THAT, IN CONNECTION WITH IMPROVEMENTS MADE TO THE FRONT OF THE PROPERTY TO BE DEVELOPED, SAID IMPROVEMENTS WILL IN NO WAY BE FUNDED BY DISTRICT 4 QUALITY OF LIFE FUNDS NOR BY ANY OTHER CIP FUNDS.

MOVED: D. MARKO
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; R. CAYARD;
G. RESHEFSKY; R. VANGATES

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

- **Curtis Park NET Office Addition.**

Juan Ordonez of the CIP Dept. addressed the Board re this project. Total dollar amount for this project: \$312,500. Source of funds: Homeland Bond - Neighborhood Park

City of Miami, Florida

TOMAS REGALADO
CHAIRMAN



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MIAMI, FLORIDA 33233-0708
(305) 250-6420
FAX (305) 856-5230

Date: June 21, 2004
To: City of Miami Bond Oversight Board Members
From: Commissioner Tomas Regalado
RE: Coral View Project – The Aston

Upon reading the minutes from the board's last meeting, I learned of your request for a report about the parking situation on SW 22nd Terrace. First I believe you need some background information on this issue. Initially, when the issue of the Aston came before the city commission the residents were in agreement based on the following conditions that I placed in the resolution:

- There should be residential type buildings on SW 22nd Terrace (they have complied)
- There will be no exit from the condominium building on SW 22nd Terrace (they have complied)
- The city would improve SW 22nd Terrace (a street in dire need of repairs)

In order to make the repairs faster; the developer, city staff, and I agreed that it would be cost efficient to repair the street during construction. The complaints from the residents were legitimate because the Latin American Cafeteria orders all of their employees to park outside of the restaurant's parking lot. Subsequently, they park on SW 22nd Terrace (even in front of driveways). The residents wanted to eliminate that situation.

I watched the televised broadcast of your meeting, and I agree with board member Manolo Reyes' comment that this will extend the parking problem to other streets. I have checked the area, and the parking is scattered now and not concentrated on one block. I would like to thank you for your support.

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In order to make the repairs faster; the developer, city staff, and I agreed that it would be cost efficient to repair the street during construction. The complaints from the residents were legitimate because the Latin American Cafeteria orders all of their employees to park outside of the restaurant's parking lot. Subsequently, they park on SW 22nd Terrace (even in front of driveways). The residents wanted to eliminate that situation.

I watched the televised broadcast of your meeting, and I agree with board member Manolo Reyes' comment that this will extend the parking problem to other streets. I have checked the area, and the parking is scattered now and not concentrated on one block. I would like to thank you for your support.

City of Miami, Florida

TOMAS REGALADO
CHAIRMAN



P.O. BOX 330708
MIAMI, FLORIDA 33233-0708
(305) 250-5420
FAX (305) 856-5230

Date: June 21, 2004
To: City of Miami Bond Oversight Board Members
From: Commissioner Tomas Regalado
RE: Coral View Project – The Aston

Upon reading the minutes from the board's last meeting, I learned of your request for a report about the parking situation on SW 22nd Terrace. First I believe you need some background information on this issue. Initially, when the issue of the Aston came before the city commission the residents were in agreement based on the following conditions that I placed in the resolution:

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FAX (305) 856-5230

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DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 06/22/04 DISTRICT: 3
NAME OF PROJECT: Second Increase in Contract for Orange Bowl Stadium Structural Repairs, 2003
INITIATING DEPARTMENT/DIVISION: Conferences and Conventions
INITIATING CONTACT PERSON/CONTACT NUMBER: Juan Ordonez (305) 416-1241 & Alejandra Argudin (305) 579-6341
C.I.P. DEPARTMENT CONTACT: Juan Ordonez
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 324002
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$ 400,000 (16 million allocated; estimated current balance is \$11,591,890)

SOURCE OF FUNDS: Homeland Defense /Orange Bowl Stadium Ramps/Improvements
ACCOUNT CODE(S): CIP # 324002

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

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

DESCRIPTION OF PROJECT: To take remedial action to repair and replace some structural elements that are showing signs of overstress and need to be replaced to preserve the life, health and safety of the public.

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED: 06/14/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 06-22-04
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

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

CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

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

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

Justifications for change: _____
Description of change: _____

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

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

6. COMMENTS Improvements will have 40 year life, will not need to be done twice.
APPROVAL: *Robert J. Ordonez* DATE: 06-22-04
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor and Members
of the City Commission

DATE: 6/14//04

FILE: B-3297

FROM: Joe Arriola
City Manager

SUBJECT: SECOND INCREASE IN
CONTRACT
For Orange Bowl Stadium
Structural Repairs, 2003

REFERENCES:
ENCLOSURES: Four (4) Documents

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution that will amend Resolutions No: 03-829 and 04-0179 to increase the scope of work of the project entitled "ORANGE BOWL STADIUM STRUCTURAL REPAIRS 2003, Job No. B-3297", to take remedial action to repair and replace some structural elements that are showing signs of overstress and need to be replaced to preserve the life, health and safety of the public. Also to increase the contract to Professional General Contractors in the amount of \$400,000. to complete these repairs. All of this remedial work will be a permanent component of the future mayor renovation plan for the Stadium.

BACKGROUND:

As a part of the recommendations included in the reports prepared by Bliss & Nyitray, Inc., Structural Consulting Engineers, entitled "Structural Conditions Assessment for the Orange Bowl Stadium", and "The Maintenance Manual for the Orange Bowl Stadium", the City of Miami through the Department of Conferences, Conventions and Public Facilities is implementing an annual maintenance plan to repair and/or replace those structural elements that have been identified as in need of immediate replacement and/or repairs.

On February 22, 2004, an increase in contract in the amount of \$500,000. was requested to resolve additional structural safety issues that were detected in the Stadium by the ongoing inspections done by the Consultants, Bliss & Nyitray, and that were above the original scope of work of the ongoing repair contract. The additional funds were requested to repair 15 connections at the support of the upper trusses of the North side of the Stadium, and to reconstruct the four ramps that lead from ground level toward the concession concourses at 9' 6" Elev. With the allocated funds it has been possible to repair 26 connections and reconstruct the four ramps, but this additional fund has been expended.

Now, serious structural overstress has been observed in the concourses at + 36' - 0" Elev., North Side of the Stadium. The 4" concrete slab that conform the concourse is showing cracks and deflections that represent structural failures in nature, indicating that the structural integrity of the

element is lost. There are about 600 s.f. of concourse area that needs to be replaced, including concrete slab, steel joists and steel beams.

Additionally, we have received request from the Consultants to do remedial work in the bents beams for the Quadrants A, B, C, & D, of the Stadium. Severe corrosion is present in these members and must be replaced.

The Consultants, Bliss & Nyitray, Inc, who are under contract to the City to oversee the structural repairs, are recommending that the deficiencies must be repaired to restore the structural integrity of the stadium in a timely manner prior to the 2004 UM football season.

It is now recommended that the contract with Professional General Contractors, Inc., be increased in the amount of \$400,000. to cover the estimated construction cost of the additional repairs. Funding for this increase in contract are available under CIP No. 324002.

FISCAL IMPACT

NONE

JA/LMH/AA/JC/cw

Perez, Danette

From: Perez, Danette
Sent: Wednesday, June 09, 2004 5:28 PM
To: Argudin, Alejandra
Cc: Cano, Jorge; Gomez, Ileana; Saenz, Pilar; Ordonez, Juan B.
Subject: ORANGE BOWL STAIUM 2003 STRUCTURAL REPAIRS. B-3297

Alex:

In our conversation earlier today, you said this was going to be an emergency because there are two soccer games scheduled this month at the Orange Bowl Stadium. Is this going to go to commission as a regular item or as an emergency? In Mr. Ordonez's e-mail he's requesting for authorization to proceed but he does not mention the urgency and that this approval will probably be after-the-fact. Please advise a.s.a.p. so this request can be presented at the 6/14/04 Homeland Defense Audit Subcommittee Meeting and the 6/22/04 Homeland Defense Bond Oversight Board Meeting.

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

From: Ordonez, Juan B.
Sent: Wednesday, June 09, 2004 5:12 PM
To: Argudin, Alejandra
Cc: Cano, Jorge; Perez, Danette; Gomez, Ileana; Saenz, Pilar
Subject: ORANGE BOWL STAIUM 2003 STRUCTURAL REPAIRS. B-3297

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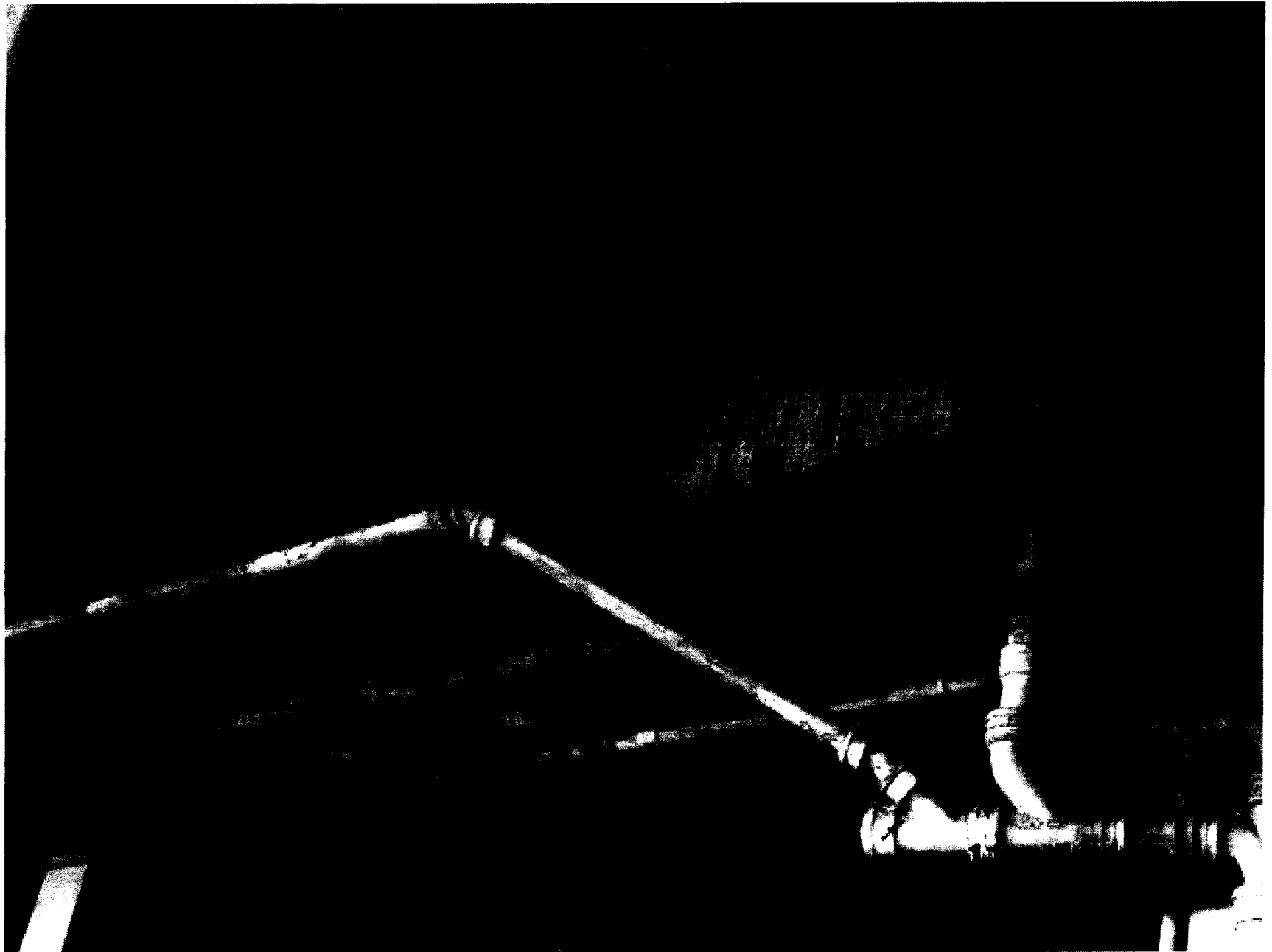
In a joint inspection done on April 8, 2004, Report 67, it was observed that the concrete slab of the 36'-0" Concourse, Quadrant C, between Grid Line 7 and 8, North Side, was cracked and showing sings of distress. In a visit paid this morning to the stadium it was observed that one section of the concourse had failed, and that the presence of the rebars that are still in place had prevented the slab from collapsing. This same condition can be observed in two more areas of the same concourse.

Also, we have received additional request from our consultants, Report 74, to take remedial action on the C15X40 bents that are severely corroded in the Quadrant A, B, C and D.

To be able to solve these problems before the UM football season I am hereby requesting authorization to proceed with this work, and to go before the City Commission to obtain the approval of an increase in contract in the amount of \$400,000. to the existing contract to Professional General Contractors, Inc.



BETWEEN D-7 / D-8



BETWEEN D-7 / D-8



BETWEEN D-7 / D-8



BETWEEN D-7 / D-8



BETWEEN D-7 / D-8



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 06/22/04 DISTRICT: 2

NAME OF PROJECT: Grand Avenue Improvements

INITIATING DEPARTMENT/DIVISION: C.I.P

INITIATING CONTACT PERSON/CONTACT NUMBER: Maria Lopez (305) 416-1206

C.I.P. DEPARTMENT CONTACT: Maria Lopez

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 341208

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, TOTAL DOLLAR AMOUNT: \$^{4,500,000}3,884,011 (3,000,000 allocated from Homeland Defense/Neighborhood Improvement Bonds)

SOURCE OF FUNDS: H.D. Grand Avenue Improvements, Miami-Dade Road Impact Fee, People's Transportation Plan & Miami-Dade Secondary Gas Tax

ACCOUNT CODE(S): CIP # 341208

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: Maria Lopez

DESCRIPTION OF PROJECT: The project consist of reconstruction and improvements of the roadway including a new storm drainage system, medians, new lighting, benches, landscape & signage along Grand Avenue between S.W. 37 Avenue and Matilda Street.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 06/14/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 06-22-04

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

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS First bid \$3,691,803 and Second bid \$3,884,011-difference = \$192,208. Scheduled for 6-24-04 Commission Meeting. Construction Begins September 2004 and approximately 200 days for completion.

APPROVAL: Robert J. Florko DATE: 06-22-04

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

9.341205 Construction of Unpaved Streets

Funding Source:

a. Local Option Gas Tax	\$ 300,000
Total	<u>\$ 300,000</u>

20.341206 District 4 Streets & Traffic Circles

Funding Source:

a. 1987 Highway Bonds (Revenue Project 365001)	\$ 270,400
b. 1987 Highway Bonds- Interest (Revenue Project 365002)	426,700
c. 1987 Highway Bonds- Interest (Revenue Project 369002)	675,400
d. 1988 Highway Bonds- Interest (Revenue Project 354002)	47,400
e. Local Option Gas Tax	23,400
f. Impact Fees	356,700
Total	<u>\$ 1,800,000</u>

21.341207 District 1 Streets & Sidewalks

Funding Source:

a. Local Option Gas Tax	\$ 120,700
b. Impact Fees	182,000
Total	<u>\$ 302,700</u>

22.341208 Grand Avenue Improvements

Funding Source:

a. Homeland Defense/Neighborhood Improvement Bonds	\$ 3,000,000
b. Miami-Dade Road Impact Fee	500,000
c. People's Transportation Plan	2,000,000
d. Miami-Dade Secondary Gas Tax	350,000
Total	<u>\$ 5,850,000</u>

23.341210 Downtown Infrastructure Improvements

Funding Source:

a. Homeland Defense/Neighborhood Improvement Bonds	\$ 10,000,000
Total	<u>\$ 10,000,000</u>

24.341211 Greenways Improvements

Funding Source:

a. Homeland Defense/Neighborhood Improvement Bonds	\$ 1,500,000
Total	<u>\$ 1,500,000</u>

25.341212 Neighborhood Gateways Improvements

Funding Source:

a. Homeland Defense/Neighborhood Improvement Bonds	\$ 1,600,000
Total	<u>\$ 1,600,000</u>

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor and Members
of the City Commission

DATE:

B-4668/40680
FILE:

SUBJECT: Resolution Awarding Contract
for "Grand Avenue Improvements
B - 40680 (formerly B-4668), 2nd Bidding,
Miami-Dade County Project # 651022"

FROM: Joe Arriola
City Manager

REFERENCES:

ENCLOSURES: Resolution

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached resolution accepting the bid of Horizon Contractors, Inc. a company located at 8175 W. 32nd Ave Suite # 1 Hialeah, Florida 33018, whose principal is Jose M. Sanchez, President, for "Grand Avenue Improvements B-40680 (formerly B-4668), 2nd Bidding, Miami-Dade County Project # 651022", received May 10, 2004 in the amount of \$3,884,011.00 Total Bid; authorizing the City Manager to enter into a contract on behalf of the City.

PROJECT DESCRIPTION:

The project consists of reconstruction and improvements of the roadway including a new storm drainage system, medians, new lighting, benches, landscape and signage along Grand Avenue between S.W. 37 Avenue and Matilda Street.

BACKGROUND:

Amount of Total Bid: \$ 3,884,011 Cost Estimate: 101%
Const. Cost Estimate: \$ 3,876,393 Construction Time: 210 Working Days
Source of Funds: Project No. 341208, as appropriated by Capital Improvement Ordinance 12451, as amended.

The bid was subject to Miami-Dade County requirements for Community Small Business Enterprise ("CSBE") Program. Both contractors were certified by Miami-Dade County as meeting CSBE requirements.

9 Contractors picked up specs
2 Contractors submitted bid

Evaluation: The Department of Capital Improvements has evaluated the bids received on May 10, 2004, and determined that the lowest responsible and responsive bid, in the amount of \$3,884,011 is from Horizon Contractors, Inc. Funds are available to cover the contract cost, and for such incidental items as postage, blueprinting, advertising, reproduction costs, and the like for, a combined total of \$4,500,000.

FISCAL IMPACT: NONE - BUDGETED ITEM

JA/MHC/JC/DES/ML/ml

TABULATION OF BIDS FOR

**GRAND AVENUE IMPROVEMENTS, B-40680 (FORMERLY B-4668), 2nd BIDDING, MIAMI-DADE
COUNTY PROJECT #651022**

Project Number:	<u>B-40668 (Formerly B-4668).</u>	CIP Number:	<u>341208</u>	FORMAL	<input checked="" type="checkbox"/>
Project Manager:	<u>Maria Lopez</u>	Date:	<u>05/10/04</u>	INFORMAL	<input type="checkbox"/>
Person who received the bid (s):	<u>Maria Lopez</u>	Received at:	<u>City Clerk Office</u>		
Construction Estimate:	<u>\$3,876,393.00</u>	Time:	<u>11:00 a.m.</u>		

Bidder	HORIZON CONTRACTORS, INC	WILLIAMS PAVING CO., INC.			
Address	8175 W. 32 Ave Suite # 1	11300 NW SOUTH RIVER DR.			
City, State	Hialeah, Florida	Medley, Florida			
Zip-Code	33018	33178			
Located in the City of Miami	NO	NO			
Licensed and Insured as per City Code and Metro Ordinances.	yes	yes			
Bid Bond Amount	5%	5%			
Irregularities		C			
Minority Owned	yes	yes			
TOTAL BID: THE TOTAL OF ITEMS 1 THROUGH 90 BASED ON TWO HUNDRED AND TEN (210) WORKING DAYS COMPLETION TIME, THE SUM OF:	\$3,884,011.00	\$4,028,433.00			

IRREGULARITIES LEGEND

- A -- No Power - of - Attorney
- B -- No Affidavit as to Capital & Surplus of Bonding Company
- C -- Corrected Extensions
- D -- Proposal Unsigned or Improperly Signed or no Corporate Seal
- E -- Incomplete Extensions
- F -- Non - responsive bid
- G -- Improper Bid Bond
- H -- No Certificate of Competency Number
- I -- No First Source Hiring Compliance Statement
- J -- Does not meet City of Miami M/WBE Requirements
- K -- No Duplicate Bid Proposal
- L -- No City Occupational License

The Department of CIP has determined that the lowest responsible and responsive bidder is HORIZON CONTRACTORS, INC. in the revised amount of \$3,884,011.00 for the Total Bid.

Prepared by: MARIA E. LOPEZ

Approved by: _____

Date: 5/18/2004



Budgetary Impact Analysis

Department Capital Improvements

Division: Civil Engineering

Commission Meeting Date: June 24, 2004

Title and brief description of legislation or attached ordinance/resolution: Resolution awarding contract to Horizon Contractors, Inc. for "Grand Avenue Improvements, B-40680 (formerly B-4668), 2nd Bidding, Miami-Dade County Project # 651022 " in the amount of \$3,884,011.00

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

2. Is this item an expenditure? No Yes Amount: \$3,884,011.00

General Fund Account No: _____
Special Revenue Fund Account No: _____
CIP Project No: 341208

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

Sufficient funds will be transferred from the following line items:

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

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

Project Name	Total Bond Allocation	1 st Series Appropriation	Dollars Spent to Date	Encumbrances & Commitments	Balance

Comments: _____

Approved by: _____

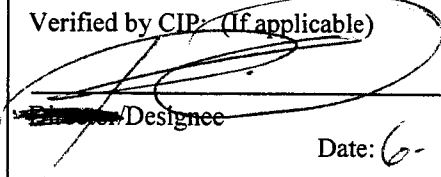
Department Director/Designee

Date

APPROVALS

Verified by:

Dept. of Strategic Planning, Budgeting & Performance
Date: _____

Verified by CIP: (If applicable)


Designee
Date: 6-1-04

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENTS, ACCEPTING THE BID OF HORIZON CONTRACTORS, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO INVITATION FOR BIDS No 03-04-098 RECEIVED MAY 10, 2004 FOR THE PROJECT ENTITLED "GRAND AVENUE IMPROVEMENTS B-40680 (FORMERLY B-4668), 2nd BIDDING, MIAMI-DADE COUNTY PROJECT # 651022" IN THE AMOUNT OF \$3,884,011.00; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT No. 341208 TO COVER \$3,884,011.00 FOR THE CONTRACT COST, AND \$615,989.00 FOR EXPENSES, FOR A TOTAL COST OF \$4,500,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND AGREEMENT, IN A SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

..Body

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

Section 1. The bid of HORIZON CONTRACTORS, INC. the lowest responsive and responsible bidder pursuant to Invitation for Bids No. 03-04-098 received May 10, 2004, in the proposed amount of \$3,884,011.00, for the project entitled "Grand Avenue Improvements B-40680 (formerly B-4668), 2nd Bidding, Miami-Dade County Project # 651022" for the total bid of the proposal, based on lump sum and unit prices, is accepted at the price stated herein.

Section 2. The total estimated project costs of \$4,500,000 are allocated from Capital Improvements Project Account No. 341208 in the amount of ~~\$5,850,000,~~ as appropriated by the Annual Appropriations and Capital Improvements Ordinance, as amended. The total project costs consist of \$3,884,011.00 for contract costs and \$615,989.00 for estimated expenses incurred by the City.

Section 3. The City Manager is hereby authorized¹ to execute and agreement, in substantially the form attached, with HORIZON CONTRACTORS, INC. for the project.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the mayor².

PASSED AND ADOPTED this _____ day of _____,
2004. _____

MANUEL A. DIAZ, MAYOR

ATTEST:

PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

ALEJANDRO VILARELLO
CITY ATTORNEY

..Footnote

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

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

CONTRACT

This AGREEMENT, made and entered into this ___ day of _____, A.D., 2004, by and between the City of Miami, Florida, a municipal corporation of the State of Florida, party of the first part, (hereinafter sometimes called the "City"), and **HORIZON CONTRACTORS, Inc.**

Party of the second part (hereinafter sometimes called the "Contractor")

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE 1. SCOPE OF THE WORK: The Contractor shall furnish all labor, materials and equipment and perform all the work in the manner and form provided by the Contract Documents, for the project entitled:

"GRAND AVENUE IMPROVEMENT PROJECT, B-40680 (formerly B-4668)", 2nd Bidding, MIAMI-DADE COUNTY PROJECT # 651022.

ARTICLE 2. THE CONTRACT SUM: The City shall pay to the Contractor, for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions and based on unit prices (where applicable), all as provided in the Proposal and other Contract Documents, the sum of (\$3,884,011.00), *Three Millions Eight Hundred Eighty Four Thousand and Eleven* Dollars and no Cents

ARTICLE 3. PARTIAL AND FINAL PAYMENTS: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications," and subject to additions and deductions as provided, the City shall pay the Contractor as follows:

- (a) On or before the 10th day of each calendar month, the City shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work, performed during the preceding calendar month by the Contractor, less ten (10%) percent of the amount of such estimate, which is to be retained by the City until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the City.
- (b) Upon submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications or by the Contractor have been furnished and are found acceptable by the City, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the City.

ARTICLE 4. TIME OF COMPLETION: The Contractor shall commence the work to be performed under this Contract within the number of consecutive days after the date of written notice from the Director of the Department of Capital Improvements to begin work as noted in the Proposal, and shall fully complete the Contract in accordance with the Contract Documents within the number of working days as set forth in the Proposal.

It is mutually agreed between the parties hereto, that time is the essence of this Contract, and, in the event that construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the City may retain for each day thereafter, Sundays and holidays included, that the work remains uncompleted, the sum set forth in the General Conditions of the Specifications, as modified by Division 2 - Special Provisions, which sum represents the actual damage which the City of Miami, Florida, will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, but will be the liquidated damage that City will have sustained in event of such default by the Contractor.

ARTICLE 5. ADDITIONAL BOND: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Performance Bond hereto attached, when required for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, in the opinion of the Engineer; such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after receipt of notice from the Engineer so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.

ARTICLE 6. CONTRACT DOCUMENTS: All of the documents hereinafter listed form the Contract and they are as fully as part of the Contract as if hereto attached, or repeated in this Agreement:

ADVERTISEMENT FOR BIDS
PROPOSAL
BID BOND
CONTRACT
PERFORMANCE BOND
MAINTENANCE PERFORMANCE BOND
INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
ADDENDA
PLANS:

As prepared by: Civil Works, Inc. for Miami-Dade County Public Works
Entitled: "Grand Avenue Improvement, B-40680 (formerly B-4668), 2nd
Bidding, Miami-Dade County Project # 651022"

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract*.

THE CITY OF MIAMI, FLORIDA
Party of the first part

ATTEST:

Priscilla A. Thompson
City Clerk

BY: _____
Joe Arriola
City Manager

WITNESS: (If Corporation,
attach Seal and Attest by Secretary)
(SEAL)

CONTRACTOR:

Party of the second part

BY: _____

(Title)

(Employer Tax I.D. Number)

RESOLUTION NO. _____

APPROVED AS TO INSURANCE
REQUIREMENTS:

Dania F. Carrillo Administrator of
Risk Management

APPROVED AS ENGINEERING:

APPROVED AS TO FORM AND
CORRECTNESS:

Mary Conway, P.E.
Director of C.I.P. Department

Alejandro Vilarello
City Attorney

*IN THE EVENT THAT THE CONTRACTOR IS A CORPORATION, THERE SHALL BE ATTACHED TO EACH COUNTERPART A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION, AUTHORIZING THE OFFICER WHO SIGNS THE CONTRACT TO DO SO IN ITS BEHALF.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 06/22/04 DISTRICT: 2
 NAME OF PROJECT: I-395 Beautifications Project
 INITIATING DEPARTMENT/DIVISION: Commissioner Winton's Office
 INITIATING CONTACT PERSON/CONTACT NUMBER: Jason Walker (305) 250-5333 & Mark Trowbridge (305) 373-6789
 C.I.P. DEPARTMENT CONTACT: Jorge Cano
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 311712/ 341212
 ADDITIONAL PROJECT NUMBER: _____
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$ 14,507.50 (3,000,000 1st Series allocation; estimated current balance \$2,585,492.50)
 SOURCE OF FUNDS: Quality of life District 2 /Neighborhood Gateways Improvements
 ACCOUNT CODE(S): CIP # 311712 / 341212

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: Jason Walker & Mark Trowbridge
 DESCRIPTION OF PROJECT: Beautification landscaping project under and around the east bound I-395 ramps that lead to Biscayne Boulevard.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 06/14/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 06-22-04
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

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

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

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

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

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

6. COMMENTS: The Miami-Dade Parking Authority continues to water and landscape the area so that the new trees and plants are able to thrive and grow.
 APPROVAL: Robert O. Flank DATE: 6-22-04
 BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



Arthur Noriega, V.
Executive Director


190 N.E. Third Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

Miami Parking Authority

TO: Members of the Bond Oversight Board

FROM: Mark A. Trowbridge
Miami Parking Authority 

RE: I-395 Landscaping Project

DATE: June 9, 2004

Attached is documentation regarding the reimbursement of funds from Commissioner Winton's Quality of Life Fund from the Homeland Defense Neighborhood Improvement Bond. The Miami Parking Authority was originally approached in January 2004 by the City of Miami to manage a beautification project under and around the eastbound I-395 ramps that lead to Biscayne Boulevard.

After an assessment of the area, it became apparent that there was significant neglect in the care of the plants and trees, along with a tremendous amount of trash and garbage. As you know, this area is a gateway entrance to our community, but its shabby and overgrown appearance did not afford our residents and visitors a positive welcome. With the resources from the City and our commitment to upkeep, we have been able to create an attractive environment along this corridor.

The Miami Parking Authority received three bids for the project and agreed to pay \$5,000 of the total price. With Commissioner Winton's approval and agreement to fund the balance (\$14,507.50), we moved forward. The project was completed in early February and as you can see from the enclosed photographs, there has been a drastic improvement to the area. Our staff continues to water and landscape the area so that the new trees and plants are able to thrive and grow.

We appreciate the board's consideration of this reimbursement and ask for your approval. Please do not hesitate to contact me if you have any questions or need additional information.

cc: Art Noriega
Mary Conway
Jason Walker
Danette Perez



Arthur Noriega, V.
Executive Director


190 N.E. Third Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

Miami Parking Authority

TO: Members of the Bond Oversight Board

FROM: Mark A. Trowbridge
Miami Parking Authority 

RE: I-395 Landscaping Project

DATE: June 9, 2004

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We appreciate the board's consideration of this reimbursement and ask for your approval. Please do not hesitate to contact me if you have any questions or need additional information.

cc: Art Noriega
Mary Conway
Jason Walker
Danette Perez

Mark Trowbridge

From: Walker, Jason [jwalker@ci.miami.fl.us]
Sent: Thursday, June 03, 2004 11:31 AM
To: Mark Trowbridge; Conway, Mary; Cano, Jorge
Cc: Yanei Crespo; Saenz, Pilar; Spring, Larry; Balzebre, Frank; Chiaro, Maria J
Subject: RE: Reminder

Mary,

Commissioner Winton committed to reimbursing MPA for cost associated with the landscaping done under I-395. We intended for this to be funded from either our Dist 2 QOL bond money or gateway improvement money. In any event, the job was done some months ago and MPA is asking to be reimbursed. Please advise to appropriate action to make this happen.

Thanks,

Jason

-----Original Message-----

From: Mark Trowbridge [mailto:mtrowbridge@miamiparking.com]
Sent: Thursday, June 03, 2004 11:21 AM
To: Walker, Jason
Cc: 'Yanei Crespo'
Subject: Reminder

Jason, just a friendly reminder that we are still owed a balance on the I-395 beautification project. The total bill was \$19,507.50 and the Miami Parking Authority agreed to pay \$5,000 of it. Therefore, we have an outstanding balance of \$14,507.50 still due to us. You can remit the payment to us directly. If you need any additional back-up, we can send it over directly. Thanks.

Mark

Mark A. Trowbridge
Director of Planning & Development
Miami Parking Authority
190 NE 3rd Street
Miami, FL 33132
(305) 373-6789 x 249
(305) 371-9451 fax
mtrowbridge@miamiparking.com
www.miamiparking.com



Miami Parking Authority

MEMORANDUM

TO: Jason Walker
Comm. Winton's Office

DATE: March 29, 2004

FROM: Barbara Calvo
Administrative Assistant

SUBJECT: Reimbursement of payment

As per your conversation with Mark, enclosed is a copy of the backup paperwork for the payment made to Country Bills Lawn Maintenance for the work done in the lots under I-395 NE 2nd Avenue. Please send us the reimbursement for this payment made by the Miami Parking Authority.

If you need any further information or have any questions, please contact me at (305) 373-6789 ext. 237.

Thank you.

c: Mark A. Trowbridge

VENDOR NO.
VENDOR NAME

CHECK NO.

107

INVOICE DATE	INVOICE NO.	INVOICE AMT.	DISCOUNT	AMOUNT PAID	COMMENTS
2/17/08	6365	13,005.00		13,005.00	
TOTALS				13,005.00	

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT
OF ITEMS DESCRIBED ABOVE



DEPARTMENT OF OFF-STREET PARKING

DBA MIAMI PARKING AUTHORITY
DISBURSEMENT ACCOUNT
190 NE. 3RD STREET
MIAMI, FLORIDA 33132
PH. 305-373-6789

SUNTRUST
SUNTRUST BANK, MIAMI, N.A.
SUN CENTER OFFICE 189
MIAMI, FLORIDA 33131

No.

100552

63-60/660

VOID AFTER 90 DAYS

DATE 2/17/08

PAY *** THIRTEEN THOUSAND FIVE AND 00/100*****
TO THE ORDER
OF

DOLLARS \$13,005.00 *****

COUNTRY BILLS LAWN MAINTENANCE
13363 N.E. 16TH AVE.
NORTH MIAMI, FL. 33161

NOT NEGOTIABLE

⑆10552⑈⑆051000000⑆018500⑆1144873⑈

COUNTRY BILLS LAWN MAINTENANCE
13363 NE 16TH AVE.
NORTH MIAMI, FLORIDA 33161
305-891-5459 FAX 891-5916

Invoice

Number 6365
Date 02/17/04

Bill To:
MIAMI PARKING AUTHORITY
ATN FERNANDO
190 NE 3RD STREET
MIAMI FL 33132

P.O.Number Terms Sales Rep

DESCRIPTION	UNIT PRICE	AMOUNT
REQUEST FOR FINAL PAYMENT LANDSCAPE INSTALLATION UNDER 395 & NE 2 AVE REMAINING 2/3 PRICE AS ESTIMATED \$19,507.50	0.00	13,005.00

Amount Paid 0.00	Amount Due 13,005.00	Subtotal	13,005.00
		TOTAL	\$13,005.00



Miami Parking Authority

190 N.E. Third Street • Miami, Florida 33132
(305) 373-6789

ACCOUNTS PAYABLE VOUCHER/CHECK REQUEST

 OFF-STREET GUSMAN KNIGHT CENTER OTHER

Country Bills Lawn

Vendor No. _____

Invoice No.(s) 6365

P.O. No. _____

Invoice Date(s) 2/17/04

Invoice Total 13,005.00

If a Purchase Order is not required, complete the following:

G/L ACCOUNT	G/L ACCOUNT DESCRIPTION	AMOUNT
1.2359	ht 76	
1.2364	ht 77	
1.2367	ht 28	

CHECK TOTAL \$ _____

PAID 3/19/04

Date Paid: _____

Check Requested By: [Signature] Date: 3/19/04

Approval: [Signature] Date: 3/19/04

Check requires special handling? yes no

Prepared By: [Signature] Date: 3/19/04

Explain/Description: Request for Final Payment. Landscape
under 395 NE 2 Ave.

Special Instructions: _____



Miami Parking Authority

190 N.E. Third Street • Miami, Florida 33132
(305) 373-6789

ACCOUNTS PAYABLE VOUCHER/CHECK REQUEST

OFF-STREET GUSMAN KNIGHT CENTER OTHER

Country Bill Lawn
Maintenance

Vendor No. 356058

Invoice No.(s) 6391-Blne

P.O. No. _____

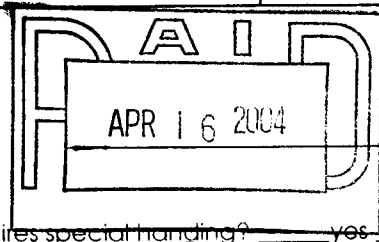
Invoice Date(s) 2/27/04

Invoice Total 1,502.50

If a Purchase Order is not required, complete the following:

G/L ACCOUNT	G/L ACCOUNT DESCRIPTION	AMOUNT

CHECK TOTAL \$ _____



Date Paid: _____

Check Requested By: _____ Date: 4/15/04

Approval: [Signature] Date: 4/14/04

Check requires special handling? yes no

Prepared By: [Signature] Date: 4/14/04

Explain/Description: Remaining Balance for Landscape Job
and I-395. P.S.

Special Instructions: _____



Miami Parking Authority

190 N.E. Third Street • Miami, Florida 33132
Phone: (305) 373-6789 / Fax: (305) 371-9451
Tax ID#: 23-08-326814-54C

DISTRIBUTED

4-7-04

P.O. #: 04-0512

Page 1 of 1

PURCHASE REQUISITION / ORDER / RECEIVING REPORT (Not Valid Unless Approved and Assigned P.O. No.)

DOSP _____ Gusman _____ G4 _____ Other _____

Vendor:

Ship to: (Same as Above)

Handwritten: King Killo
Insurance
Contact _____ Phone: _____

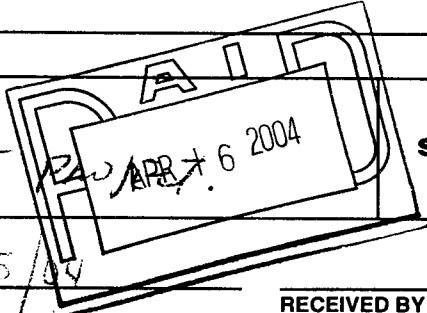
Attention: *Handwritten:* Fernando Vilao

Date Prepared: _____ Ship Via: _____ Delivery Deadline: _____

STOCK No.	QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
		<i>Handwritten:</i> Remaining Balance for		<i>Handwritten:</i> 1,502.50
		<i>Handwritten:</i> 1-395		
		<i>Handwritten:</i> 395 Underpass		

Special Instructions: *Handwritten:* Final Payment 1-395

	SUB TOTAL	<i>Handwritten:</i> 1,502.50
	SHIPPING AND HANDLING	
	TOTAL	<i>Handwritten:</i> 1,502.50



Handwritten: Requested By / DATE: _____ 03/05/04

RECEIVED BY / DATE

Handwritten: Request Approved By / DATE: _____ J.V. 4/06/04

ACCOUNT CHARGED	AMOUNT
<i>Handwritten:</i> 1.2359	<i>Handwritten:</i> 500.84
<i>Handwritten:</i> 1.2364	<i>Handwritten:</i> 500.84
<i>Handwritten:</i> 1.2367	<i>Handwritten:</i> 500.84

Handwritten: Purchasing Agent / DATE: _____ J.V. 4/6/04

P.O. APPROVED BY / DATE

COUNTRY BILLS LAWN MAINTENANCE
 13363 NE 16TH AVE.
 NORTH MIAMI, FLORIDA 33161
 305-891-5459 FAX 891-5916

Invoice
 Number 6391
 Date 02/27/04

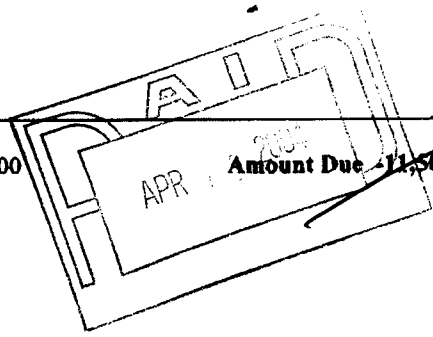
Bill To:
 MIAMI PARKING AUTHORITY
 ATN FERNANDO
 190 NE 3RD STREET
 MIAMI FL 33132

P.O.Number Terms Sales Rep

DESCRIPTION	UNIT PRICE	AMOUNT
REMAINING BALANCE FOR LANDSCAPE AND IRRIGATION JOB @ 395 UNDERPASS	0.00	14,507.50
PAID ON CHECK # 105478	0.00	-13,005.00

ATN. Fernando

Amount Paid 13,005.00



Subtotal	1,502.50
TOTAL	\$1,502.50

INVOICE DATE	INVOICE NO.	INVOICE AMT.	DISCOUNT	AMOUNT PAID	COMMENTS
022704	6351-BLNC	1,502.50		1,502.50	
		----- 1,502.50		----- 1,502.50	
TOTALS ➔					

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT
OF ITEMS DESCRIBED ABOVE



DEPARTMENT OF OFF-STREET PARKING

DBA MIAMI PARKING AUTHORITY
DISBURSEMENT ACCOUNT
190 NE. 3RD STREET
MIAMI, FLORIDA 33132
PH. 305-373-6789

SUNTRUST
SUNTRUST BANK, MIAMI, N.A.
SUN CENTER OFFICE 189
MIAMI, FLORIDA 33131

No.

105967

63-60/660

VOID AFTER 90 DAYS

DATE 06/18/04

PAY ONE THOUSAND FIVE HUNDRED TWO AND 50/100 ***** DOLLARS *****1,502.50
TO THE ORDER OF

COUNTRY BILLS LAWN MAINTENANCE
13361 N.W. 14TH AVE,
NORTH MIAMI FL 33161

NOT NEGOTIABLE

⑆05487⑆ ⑆08000080⑆ 0169001144873⑆



Miami Parking Authority

190 N.E. Third Street • Miami, Florida 33132
(305) 373-6789

ACCOUNTS PAYABLE VOUCHER/CHECK REQUEST

OFF-STREET _____ GUSMAN _____ KNIGHT CENTER _____ OTHER _____

COUNTRY BILLS LAWN
MAINTENANCE

Vendor No. 356058

Invoice No.(s) 6358

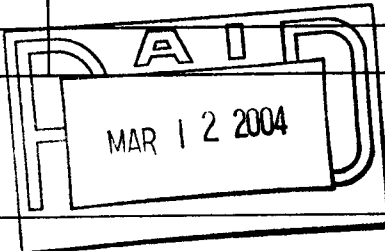
P.O. No. _____

Invoice Date(s) 02-13-04

Invoice Total \$5,000.00

If a Purchase Order is not required, complete the following:

G/L ACCOUNT	G/L ACCOUNT DESCRIPTION	AMOUNT
1.2359	lot 76 I-395	1666.66
1.2364	lot 77 "	1666.66
1.2367	lot 78 "	1666.68



CHECK TOTAL \$ 5,000.00

Date Paid: _____

Check Requested By: _____ Date: _____

Approval: [Signature] Date: 3-4-04

Check requires special handling? yes no

Prepared By: G.P. Date: 3-3-04

Explain/Description: landscape installation under I-395 lots.

Special Instructions: _____



Miami Parking Authority

DISTRIBUTED

190 N.E. Third Street • Miami, Florida 33132
Phone: (305) 373-6789 / Fax: (305) 371-9451
Tax ID#: 23-08-326814-54C

P.O. #: 01-0531
Page _____ of _____

PURCHASE REQUISITION / ORDER / RECEIVING REPORT

(Not Valid Unless Approved and Assigned P.O. No.)

_____ DOSP _____ Gusman _____ G4 _____ Other

Vendor:

Ship to: (Same as Above)

County of Dade Lawn Maintenance

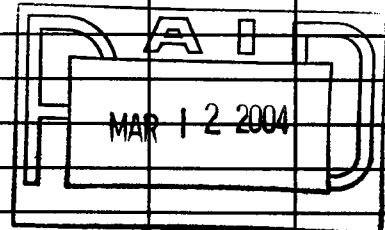
Contact _____ Phone: _____

MPA

Attention: _____

Date Prepared: 2/11/04 Ship Via: _____ Delivery Deadline: _____

STOCK No.	QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
	1	PARTIAL Payment		6,500.50
		LANDSCAPE INSTALLATION	KV	5,000.00
		UNDER 395		
		Total Price \$19,507.50		
		Note See attached		
		scope of work		



Special Instructions:	SUB TOTAL	KV
	SHIPPING AND HANDLING	5,000.00
	TOTAL	6,500.50

Chen Chen 2/11/04

REQUESTED BY / DATE _____

Thomas J. V. 2/11/04

REQUEST / APPROVED BY / DATE _____

John 2/17/04

PURCHASING AGENT / DATE _____

John 2/17/04

P.O APPROVED BY / DATE _____

ACCOUNT CHARGED	AMOUNT
<i>Capita 1/28</i>	

COUNTRY BILLS LAWN MAINTENANCE
13363 NE 16TH AVE.
NORTH MIAMI, FLORIDA 33161
305-891-5459 FAX 891-5916

Invoice

Number 6358

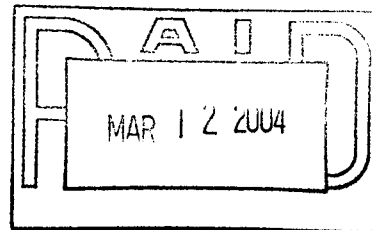
Date 02/13/04

Bill To:
MIAMI PARKING AUTHORITY
ATN FERNANDO
190 NE 3RD STREET
MIAMI FL 33132

P.O.Number Terms Sales Rep

DESCRIPTION	UNIT PRICE	AMOUNT
REQUEST FOR PARTIAL PAYMENT LANDSCAPE INSTALLATION UNDER 395 & NE 2 AVE	0.00	5,000.00

Atn Fernando



Amount Paid 0.00

Amount Due 5,000.00

Subtotal 5,000.00

TOTAL \$5,000.00

INVOICE DATE	INVOICE NO.	INVOICE AMT.	DISCOUNT	AMOUNT PAID	COMMENTS
021304	6358 REVISE	5,000.00		5,000.00	NIR 3/16 M
		5,000.00		5,000.00	
		TOTALS			

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT
OF ITEMS DESCRIBED ABOVE



DEPARTMENT OF OFF-STREET PARKING

DBA MIAMI PARKING AUTHORITY
DISBURSEMENT ACCOUNT
190 NE. 3RD STREET
MIAMI, FLORIDA 33132
PH. 305-373-6789

SUNTRUST
SUNTRUST BANK, MIAMI, N.A.
SUN CENTER OFFICE 189
MIAMI, FLORIDA 33131

No.

105778

63-60/660

VOID AFTER 90 DAYS

DATE 3/12/05

PAY FIVE THOUSAND AND 00/100 ***** DOLLARS ***** 5,000.00
TO THE ORDER OF

COUNTRY HILLS LAWN MAINTENANCE
13303 N.W. 10TH AVE,
NORTH MIAMI FL 33161

NOT NEGOTIABLE

105678# 4085000204# 0487001144873



Arthur Noriega, V.
Executive Director

190 N.E. Third Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

Miami Parking Authority

TO: Enrique Nunez
Planning Department

FROM: Mark A. Trowbridge
Miami Parking Authority

RE: Area under I-395 for Landscaping

DATE: October 2, 2003

Thank you for your assistance and feedback yesterday during our site visit to the area under I-395 that runs from the east-bound off-ramps down to Biscayne Blvd. As you know, this area is a gateway entrance to our community, but its current shabby and overgrown appearance does not afford our residents and visitors a positive welcome. I hope that with your expertise and insight, along with our resources and commitment to upkeep, we might be able to create an attractive environment along this corridor.

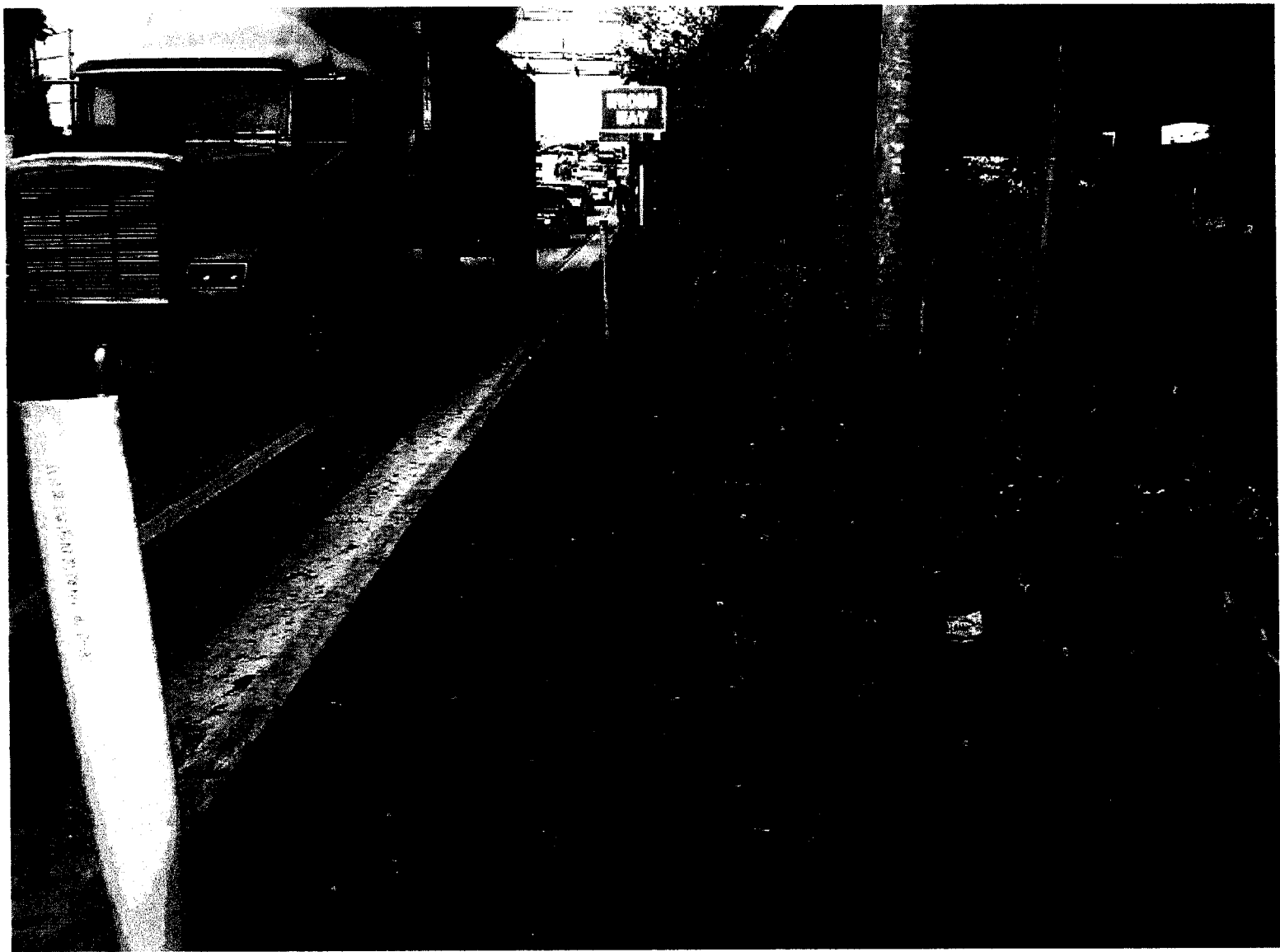
I am enclosing copies of some plans sent to me by FDOT when we first entertained the idea of improving this area. We would appreciate your feedback on how to best use the existing foliage, as well as additional plantings, to spruce up the area. I also ask that you take into consideration our limited resources for this project. We are committed to making the area look better, but realize that there must be some compromise. We will also take on the responsibility of the up-keep of this project once improvements are made.

Thank you again and I look forward to hearing your recommendations on the layout and foliage selections that may work well in this environmentally challenged area. Please do not hesitate to contact me if you have any questions or need additional information.

cc: Art Noriega
Jorge Cano
Roamy Valera
Fernando Villao
Elmer Arias





























DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 06/22/04 DISTRICT: 2

NAME OF PROJECT: Lummus Landing

INITIATING DEPARTMENT/DIVISION: C.I.P.

INITIATING CONTACT PERSON/CONTACT NUMBER: Jorge Cano (305) 416-1280

C.I.P. DEPARTMENT CONTACT: Jorge Cano

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 326015 and 322064

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$ 50,000 (\$1.7 million 1st series allocation; estimated current balance is \$815,674)
\$1.44 million total Lummus Landing project cost.

SOURCE OF FUNDS: Homeland Defense /Citywide Waterfront Improvements & Riverside Riverfront Redevelopment

ACCOUNT CODE(S): CIP # 326015 and 322064

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: Jorge Cano

DESCRIPTION OF PROJECT: Design, permitting and construction of a riverwalk, docks, marina slips, seawall reconstruction, dredging and riverbank stabilization.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 06/14/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 06/22/04

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

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: \$50,000 approval is being requested to address unanticipated expenses attributable to additional fees and permits from D.E.R.M., installation of gabions, extension of an 8" water main due to relocation of a tapping connection, and additional construction management services.

APPROVAL: Robert J. Clark
BOND OVERSIGHT BOARD

DATE: 06-22-04

Perez, Danette

From: Cano, Jorge
Sent: Thursday, June 17, 2004 1:17 PM
To: Perez, Danette
Cc: Poteet, Neal; Prendes, Zimri
Subject: Lummus Landing

Danette, following is the information needed for the Project Overview Form to be presented to the Bond Oversight Board:

Lummus Landing is a \$1.44-million riverfront project supporting the City's waterfront improvement and redevelopment initiatives. Located on NW North River Drive, between NW 1st and 3rd Streets, the project consists of providing a marina and infrastructure improvements to the waterfront property across from Lummus Park. The improvements will complement future commercial (restaurant) and marine related retail uses for the outparcels within the property. The project includes the design, permitting and construction of a river walk, docks, marina slips, seawall reconstruction, dredging, and riverbank stabilization.

Approval for as much as \$50,000 from the Homeland Defense Citywide Waterfront Improvements project (CIP Proj. No. 326015) is being requested to address unanticipated expenses attributable to additional fees and permits from D.E.R.M., installation of gabions, extension of an 8" water main due to relocation of a tapping connection, and additional construction management svcs.

Jorge

6/17/2004

LITTLE HAITI PARK LAND ACQUISITIONS

(PLACE HOLDER – PRESENTATION AND SUPPORTING DOCUMENTS WILL BE PROVIDED AT THE 6/22/04 MEETING)

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 06/22/04

DISTRICT: 5

NAME OF PROJECT: Little Haiti Park Land Acquisition & Development

INITIATING DEPARTMENT/DIVISION: Economic Development

INITIATING CONTACT PERSON/CONTACT NUMBER: Keith Carswell 305 416-1411 / Madelyn Valdes (305) 416-1461 / Joel Maxwell 305 416-1809

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, TOTAL DOLLAR AMOUNT: \$200,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$15,602,068.

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

ACCOUNT CODE(S): CIP# 331412

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Economic Development - Keith Carswell, Madelyn Valdes & Joel Maxwell-City Attorney

DESCRIPTION OF PROJECT: To retain special counsel for legal services concerning the acquisition of real property through purchase or condemnation for development of the Little Haiti Park Project.

ADA Compliant? YES NO N/A

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

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 06/22/04

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

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: Said Acquisition serves as public purpose and is necessary for the construction of the Cultural Components of the Little Haiti Park Project; Directing the City Attorney to use all resources available and to take further actions that are reasonable necessary to acquire said parcels through condemnation

APPROVAL: [Signature] DATE: 06-22-04

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

**CITY OF MIAMI
CITY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Mayor and Members of the City Commission

FROM: Alejandro Vilarello, City Attorney

DATE: June 18, 2004

RE: City Commission Meeting – June 24, 2004
Proposed Resolution declaring that the acquisition of the Fee-Simple Interest in certain real property through negotiated conveyance or condemnation serves a public purpose and is necessary for the construction of the cultural component of the Little Haiti Park Project, and authorizing use of special counsel to provide legal services for such acquisition.
(File No. 04-00613)

The attached proposed Resolution is presented declaring that the acquisition of the Fee-Simple Interest in certain real property through negotiated conveyance or condemnation serves a public purpose and is necessary for the construction of the cultural component of the Little Haiti Park Project and authorizes such. It further authorizes the City Attorney to retain special counsel for legal services concerning the acquisition of real property through purchase or condemnation for development of the Little Haiti Park Project, in an amount of Two Hundred Thousand Dollars (\$200,000) plus costs as approved by the City Attorney. Funds will be allocated from Capital Improvements Project Account Code No. 331412.819307.6.270.

W1061:JEM:rcf

Attachment(s)

c: Joe Arriola, City Manager
Elvi G. Alonso, Agenda Coordinator

.title

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), DECLARING THAT THE ACQUISITION OF THE FEE-SIMPLE INTEREST IN PARCELS 67, 75, 76 AND 77, AS DESCRIBED ON "EXHIBIT A," ATTACHED AND INCORPORATED, THROUGH NEGOTIATED CONVEYANCE OR CONDEMNATION SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR THE CONSTRUCTION OF THE CULTURAL COMPONENT OF THE LITTLE HAITI PARK PROJECT; DIRECTING THE CITY ATTORNEY TO USE ALL RESOURCES AVAILABLE IN THE OFFICE OF THE CITY ATTORNEY INCLUDING THE RETENTION OF SPECIAL COUNSEL, EXPERT WITNESSES AND CONSULTANTS; AND TO TAKE FURTHER ACTIONS THAT ARE REASONABLY NECESSARY TO ACQUIRE SAID PARCELS THROUGH CONDEMNATION; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL, TO RENDER LEGAL SERVICES RELATED TO SAID PROPERTY ACQUISITION IN AN AMOUNT NOT TO EXCEED \$200,000, PLUS COSTS AS APPROVED BY THE CITY ATTORNEY; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT ACCOUNT CODE NO. 331412.819307.6.270.

..Body

WHEREAS, the City of Miami ("City") is a municipality organized and existing under the laws of the State of Florida; and

WHEREAS, eminent domain is the fundamental power of the sovereign to take private property for a public use; and

WHEREAS, the power of eminent domain has been delegated by the Florida Legislature to the City and other agencies of government and implemented by legislative enactment; and

WHEREAS, the taking of real property designated as Parcels 67, 75, 76 and 77, as more particularly described in "Exhibit A," attached and incorporated, is for the purpose of constructing the cultural component of a public park; and

WHEREAS, §166.411(4), Florida Statutes (2003), authorizes the taking of property by a municipality to create public parks, public squares and public grounds; and

WHEREAS, §166.411(1), Florida Statutes (2003), authorizes the taking of property by a municipality for good reason in connection with the public welfare or the interest of the municipality and the people thereof; and

WHEREAS, the use of the parcels as described in "Exhibit A" for the cultural component of the Little Haiti Park is consistent with the Zoning Code and the Comprehensive Plan of the City; and

WHEREAS, the City recognizes a need to provide a park facility with a cultural component for the benefit of the citizens of the City and the citizens of the State of Florida; and

WHEREAS, the City has determined there is a need for a park facility, including the cultural component, in the Little Haiti area of the City as a result of increasing population in the City, the diverse cultural makeup of the residents of the City, and the lack of such an existing facility in the area; and

WHEREAS, the City has considered many factors in designing the proposed Little Haiti park, including location, costs, long range area planning, and current development in the area, and has concluded that the parcels of land described in "Exhibit A" are reasonably necessary for the public purpose of providing a park facility with a cultural component; and

WHEREAS, the parcels of land described in "Exhibit A" are needed to accomplish the public purpose described herein and to further the general health, safety and welfare of the citizens of the City, and for other public purposes; and

WHEREAS, the City Commission is authorized to exercise its power of eminent domain; and

WHEREAS, funds are available to acquire these parcels; and

WHEREAS, the interest in the parcels of land described in "Exhibit A," to be acquired by the City, is in Fee Simple Title; and

WHEREAS, to accomplish the acquisition of the real property described in "Exhibit A," it is necessary for the City to take various legal actions and employ experts in various fields; and

WHEREAS, the City is desirous of authorizing its City Attorney and those acting at his request to take all steps necessary, including the hiring of appropriate experts for the City to acquire in its own name by donation, purchase or eminent domain proceedings, the real property described in "Exhibit A" in fee simple and to prepare in the name of the City all papers, pleadings and other instruments required for that purpose, and to see that all eminent domain proceedings are prosecuted to judgment; and

WHEREAS, all conditions precedent which are necessary to file an eminent domain lawsuit will be completed prior to filing the lawsuit;

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

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

Section 2. It is necessary, serves a public purpose, and is in the best interest of the citizens of the City, that the real property described in "Exhibit A," attached and incorporated, be used for the public purpose of providing a public park.

Section 3. The real property described in "Exhibit A," attached and incorporated, is ratified, confirmed and found to be necessary for establishment of a public park and for other related municipal purposes. The City shall acquire fee simple title to said property by eminent domain.

Section 4. Acquisition of the real property described in Exhibit "A" is necessary and serves a public purpose.

Section 5. The City has attempted, and will be continuing to attempt, to acquire the parcels described in "Exhibit A" through negotiations with its property owner(s). However, if such negotiations fail, the City attorney, or the City's outside counsel, are authorized and directed to institute a lawsuit or lawsuits in the name of the City and to exercise the City's eminent domain powers for the purpose of acquiring the parcels described in "Exhibit A," and is further authorized and directed to do all things necessary to prosecute such lawsuit or lawsuits to final judgment and to represent the City in all ancillary and supplemental proceedings associated therewith. In pursuit of such authorization and direction, the City Attorney or outside counsel retained by the City is specifically authorized at his or her discretion to sign and file a Declaration of Taking so that the City may avail itself of the provisions of Chapters 73 and 74, Florida Statutes. The City Attorney or outside counsel retained by the City is further authorized to accomplish the acquisition of said parcels by settlement and compromise, to be approved by the City Commission, in the instances where same can be affected in according to the terms, conditions and limitations as established from time to time by Florida Statutes and the City.

Section 6. The City Attorney's engagement of special counsel, to render the aforementioned legal services concerning the acquisition of properties in the Little Haiti Park Project, is authorized, in an amount not to exceed \$200,000, plus costs as approved by the City Attorney, with funds allocated from Capital Improvements Project Account Code No. 331412.819307.6.270, for said services.

Section 7. All Resolutions or parts of Resolutions that conflict herewith are repealed to the extent of such conflict.

Section 8. If any clause, section, paragraph or other part of this Resolution or its application is held by a court of competent jurisdiction to be ineffective or invalid for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

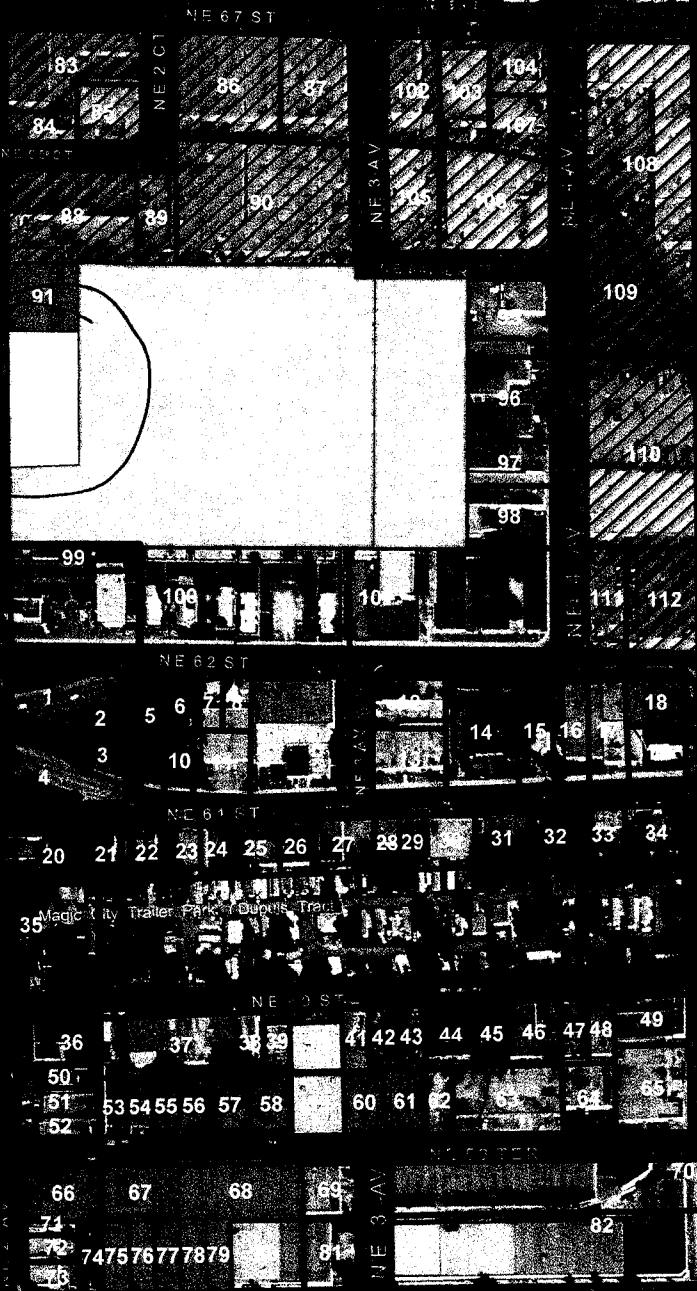
Section 9. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{1}

APPROVED AS TO FORM AND CORRECTNESS:

ALEJANDRO VILARELLO
CITY ATTORNEY

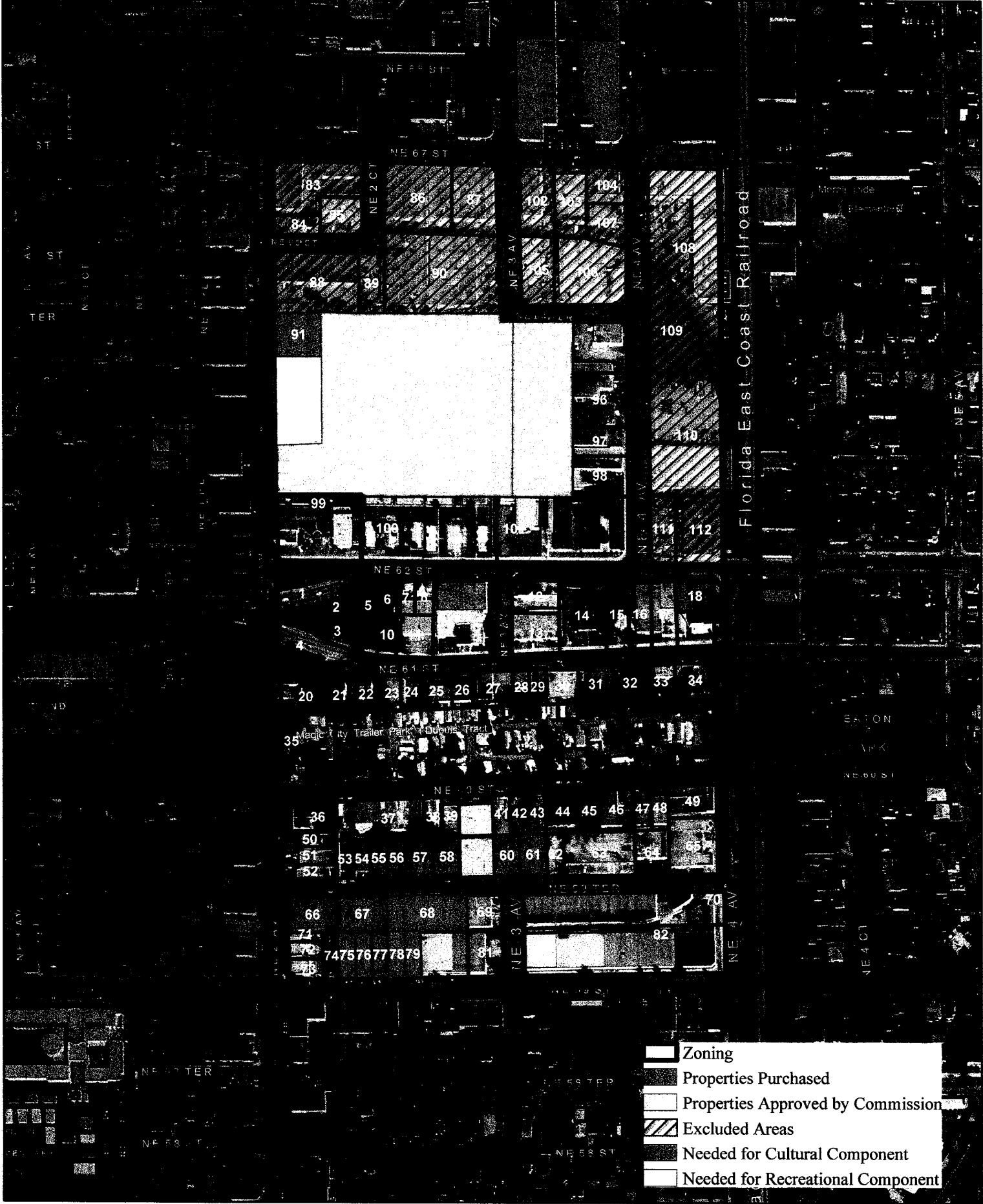
..footnote

{1} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) 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.

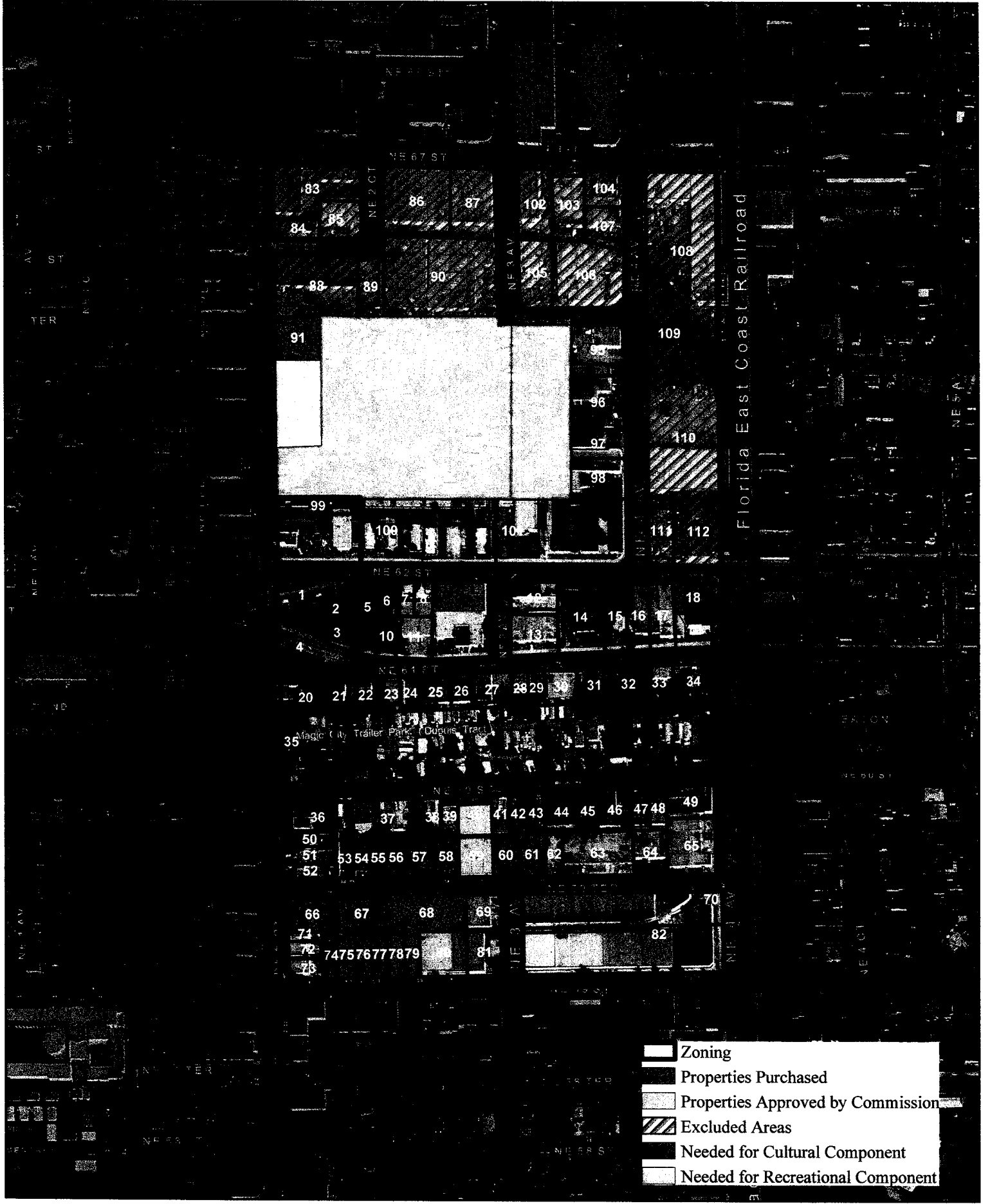


Florida East Coast Railroad

- Zoning
- Properties Purchased
- Properties Approved by Commission
- Excluded Areas
- Needed for Cultural Component
- Needed for Recreational Component



- Zoning
- Properties Purchased
- Properties Approved by Commission
- Excluded Areas
- Needed for Cultural Component
- Needed for Recreational Component



PROJECTS UPDATES

MEETING OF JUNE 22, 2004

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENTS BOND OVERSIGHT BOARD

Please note dates on enclosed material.

**Reference attached Minutes from previous meetings
for discussions / motions on the following projects.**

-
1. Site Furnishing at Jose Marti Park
 2. Tennis Courts Renovations at Moore Park
 3. Flo Jo Monument at Curtis Park



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/20/03 DISTRICT: 3
 NAME OF PROJECT: JOSE MARTI 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: R-03-934 CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$10,000 (1.35 Million allocated, Estimated current balance = \$799,817)
 SOURCE OF FUNDS: HDNI Bonds - Parks & Recreation
 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 / Parks & Recreation

DESCRIPTION OF PROJECT: Site Furnishings: (2) 32 Gallon Receptacles, Liners, Lids, (5) Picnic Tables, (2) Benches. Vendor: Contract Connection, Inc.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 11/14/03
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/11/03
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. 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: Commissioner Sanchez requested it. The real cost is \$7,000. Buying off County contract.

APPROVAL: *Merrill Meyer*
 BOND OVERSIGHT BOARD

DATE: _____

QUOTATION

Contract Connection Inc.

Quote No 200004181
 Version No 2
 Quote Date 10/20/2003
 Today's Date 10/21/2003
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via Yellow Freight
 Factory Shade Systems

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:

JOB NAME:

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33030
 Attn: Maria Perez
 Phone: 305-416-1314
 Fax: 305-416-2154

Jose Marti Park
 Miami, FL 33122
 Attn:
 Phone:

(Handwritten mark)

Vendor Catalog	Description	Quantity	Unit Price	Amount
WV-LRP32	32-Gal. Receptacle Perforated Pattern (1-cranberry 1-blue)	2	\$243.34	\$486.88
WV-RPL32	32 Gallon Rigid Plastic Liner	2	\$18.89	\$37.78
WV-FTL02	32 Gallon Flat Top Lid 14" Diameter (1-cranberry 1-blue)	2	\$56.67	\$113.34
WV-F6105	6' Oval Picnic Table - Perf. Patt. Portable (3-cranberry 2-blue)	5	\$587.78	\$2,938.90
WV-P2647	8' perforated pattern bench with (3) armrests -- surface mount page 51 Grey with Black frames	2	\$485.56	\$971.12

Material Subtotal: \$4,547.82
 Tax: \$0.00
 Installation Chrgs: \$1,591.73
 Freight: \$0.00
 Other: \$0.00

Total=\$6,139.55

Please Remit All Payments to
 Pembroke Pines Office

Price protected for 30 days. Shipping 4-5 weeks from receipt of signed order and P.O. Prices do not include: storage of materials, site preparation, concrete slab/sidewalk, anchoring hardware, removal and resetting of pavers if required. Pricing per Metro dade Bid #4907.

ALTERNATE

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.  (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

Handwritten initials: DSK, SK

I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF OCTOBER 28, 2003 and NOVEMBER 20, 2003.**

HD/NIB MOTION 03-98

A MOTION TO ADOPT THE MINUTES OF THE MEETINGS OF OCTOBER 23, 2003 AND NOVEMBER 20, 2003.

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; D. MARKO;
G. RESHEFSKY; J. REYES; M. REYES

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

II. **OLD BUSINESS:**

AUDIT COMMITTEE REPORT:

- Site furnishings at Jose Marti Park.
- Court renovations at Moore Park.

Both these projects were reviewed at the November meeting, but due to lack of quorum no motion was made regarding the projects. The Audit Committee recommended approval of both projects at its November 14, 2003 meeting.

HD/NIB MOTION 03-99

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JOSE MARTI PARK-SITE FURNISHINGS PROJECT; FURTHER RECOMMENDING THAT \$10,000 OF HD/NIB (PARKS & RECREATION) BOND FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: L. de ROSA
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER;
S CASERES;
R. CAYARD; D. MARKO;
G. RESHEFSKY; J. REYES

- **Site furnishings at Jose Marti Park.**

A Project Overview Form was submitted to the Board re this project. Total Dollar amount: \$10,000. Source of Funds: Homeland Bond--Parks & Recreation. Description of Project: Site furnishings: Two 32-gallon receptacles; liners; lids; five picnic tables; two benches. Vendor: Contract Connection, Inc. The project is 90 percent completed. Mr. Blanco provided pictures of the work in progress. This project was approved by the Audit Subcommittee at its November 14, 2003 meeting.

- **Court renovations at Moore Park.**

Ed Blanco requested approval of refurbishing of courts at Moore Park, which must be completed by March 2004. Because of time constraints, he requested an after-the-fact approval from the Board, and he was given assurances that such an approval should be forthcoming.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/20/03 DISTRICT: 5
NAME OF PROJECT: MOORE PARK - COURT RENOVATIONS
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: \$ 100,000 (1.35 Million allocated, Estimated current balance = \$509,485)
SOURCE OF FUNDS: HDNI Bonds - Parks & Recreation
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 / Parks & Recreation
DESCRIPTION OF PROJECT: Resurface 12 tennis courts; vendor: Agile Courts.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 11/14/03
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

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

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

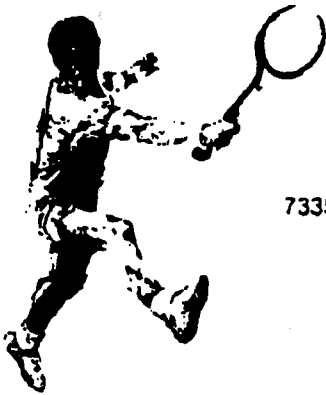
5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____

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

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

6. COMMENTS: Facility refurbished 3 years ago. Next March (2004) a professional event is planned with PTA (Professional Tennis Association); work should be done by March for the event. Typical life of a court is 4.5 years. Agile's bid is \$88,000; from County bid.

APPROVAL: *Manolo Lopez* DATE: _____
BOND OVERSIGHT BOARD



Agile Courts

CONSTRUCTION CO.

7335 S.W. 104 STREET • MIAMI, FLORIDA 33158 • PHONE (305) 667-1228 • FAX (305) 667-6959

ESTIMATE

CUSTOMER

City of Miami
Parks Department
444 S W 2 Avenue, 8th Floor
Miami, Florida 33128

Attn. Jose Cerdan
Fax # 416-2154

JOB LOCATION

Moore Park
NW 36th Street and 7th Avenue
Miami, Florida

WORK TO BE PERFORMED

Resurface (12) tennis courts.

- #1: Area approximately 4,800 square yards (north six courts).
- #2: Area approximately 4,000 square yards (south five courts)
- #3: Area approximately 800 square yards (clay court)

Agile Courts will:

#1 area, north end: Pressure clean as needed.
Patch damaged areas as necessary, apply Acrylic Resurfacer as needed
Apply (3) coats of LAYKOLD Colorcoat Concentrate over complete area (two-tone green) The two-tone color is included.
Line for tennis.

#2 area, south five courts: Scrape off existing rubber surface, then dump
Overlay with one inch of asphalt.
Apply a (4) coat Acrylic surface (two-tone green)
Line for tennis.

#3 area, clay court: Scrape and scarify court.
Roll and top dress with (50) bags HAR-TRU.
Furnish (1) LEE Proline tow roller and (1) AUSSIE Clean Sweep.
Broom and leave court ready for play

Total Fee \$ 88,000.00

NOTE: These courts are asphalt over concrete base. The cracks will return.

The above estimate is based on Dade County Bid # 1153-0/01 and Purchase Order # 99-00578-B The Actual amounts may vary depending on work performed and materials used, as directed by a City of Miami Parks and Recreation Department representative

Agile Courts Construction Company

Brian E. Bauer, Vice President



November 2, 2003

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

HD/NIB MOTION 03-100

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE MOORE PARK-COURT RENOVATIONS PROJECT; FURTHER RECOMMENDING THAT \$100,000 OF HD/NIB (PARKS & RECREATION) BOND FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. REYES
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; D. MARKO;
G. RESHEFSKY; J. REYES

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

III. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- **Miami High Bungalow Site Survey & Construction Material Testing.**

Presentation by Alan Poms of the CIP Department. Mr. Poms provided Board Members two bills which came in after construction was substantially done -- one from ATC for the cost of inspecting foundations before concrete was poured (approximately \$168), and the other bill was for a proposal from the surveyor on the project to update the existing survey to show the placement of the Miami High Bungalow on the site. When the project commenced, no survey of Southside Park existed. One was done for the construction plans, and usually, at the conclusion of a project, the surveyor will perform a review of the improvements that were done. Cost of the surveyor's proposal was approximately \$500. Miami High is the first and oldest high school in Miami.

- **Site furnishings at Jose Marti Park.**

A Project Overview Form was submitted to the Board re this project. Total Dollar amount: \$10,000. Source of Funds: Homeland Bond--Parks & Recreation. Description of Project: Site furnishings: Two 32-gallon receptacles; liners; lids; five picnic tables; two benches. Vendor: Contract Connection, Inc. The project is 90 percent completed. Mr. Blanco provided pictures of the work in progress. This project was approved by the Audit Subcommittee at its November 14, 2003 meeting.

- **Court renovations at Moore Park.**

Ed Blanco requested approval of refurbishing of courts at Moore Park, which must be completed by March 2004. Because of time constraints, he requested an after-the-fact approval from the Board, and he was given assurances that such an approval should be forthcoming.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 12/23/03 DISTRICT: 1
NAME OF PROJECT: FLO JO MONUMENT AT CURTIS PARK
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco - 305.416.1253
C.I.P. DEPARTMENT CONTACT: Fernando Paiva
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER:

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$ 18,750 (\$1.35 million allocated in first series; estimated current balance is \$928,750)
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements-Curtis 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: Ed Blanco & Fernando Paiva
DESCRIPTION OF PROJECT: Design and construct a monument to display and preserve the existing concrete slab with the foot and hand print of Florence "Flo Jo" Griffith Joyner.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 12/15/03
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

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

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

6. COMMENTS: Parks and Commissioner Gonzalez brought item forward. Office of Communications should publicize this item. There should be a plan for the rest of the money in the park.

APPROVAL: [Signature] DATE:
BOND OVERSIGHT BOARD



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: _____

Emergency:

Project Name: **"FLO JO" MONUMENT AT CURTIS PARK"**

Project Location: 1901 NW 24 Avenue

Initiating Dept.: Parks and Recreation Project Number: B-6492

Account Number: 331419 Amount: \$18,750 Commissioner District: 1

Account Number: _____ Amount: _____ Project Budget: \$18,750

Account Number: _____ Amount: _____ Appropriated: _____

Allocated: _____

PROJECT FUNDS ALLOCATION

DESIGN PHASE			
A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	0%	\$0.00
2	Additional Services (≥ 5% of A1)	0%	\$0.00
3	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
4	CIP Design Administration (5% of C1)	0%	\$0.00
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	10%	\$1,500.00
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
**Design Phase Total:			<u>\$1,500.00</u>
CONSTRUCTION PHASE			
C. Construction:			
1	Construction Contract Estimate:		\$15,000.00
2	Contingency Allowance: (5% - 10% of C1)	10%	\$1,500.00
3	Permit Fees: (3% - 5% of C1)	0%	\$0.00
4	Other Agency Fees: (2% - 3% of C1)	0%	\$0.00
5	Telecommunications:		
6	Utilities:		
7	Establishment:		
Construction Total:			<u>\$16,500.00</u>
D. Construction Administration			
Const. Administration Total: (5% - 7% of C1)			5% <u>\$750.00</u>
E. Furnishings:			
1	Flooring (if N.I.C.)		
2	Furniture and Equipment: (5% - 7% of C1)	0%	\$0.00
3	Information Services:		
4	Accessories: (1% - 2% of C1)	0%	\$0.00
Furnishings Total:			<u>\$0.00</u>
F. Miscellaneous Construction Costs:			
1	Site Acquisition		
2	Miscellaneous Construction		
Misc. Construction Total:			<u>\$0.00</u>
** Construction Phase Total			<u>\$17,250.00</u>
**Total Estimated Project Cost:			<u>\$18,750.00</u>

PROJECT SCOPE IDENTIFICATION

Design and construct a monument to display and preserve the existing 2x2' concrete slab with the foot and hand print of Florence "Flo Jo" Griffith Joyner at Curtis Park. The existing concrete slab located next to the running track field is rapidly deteriorating due to weather conditions and lawn equipment that run over it. The "Flo Jo" slab would be removed from the ground and be placed at an upright monument consisting of concrete and stainless steel. In addition a plaque would be installed recognizing the Olympic track and field champion known as the "world's fastest woman".

The new monument will be located at a better location within the track and field compound and have an overall dimension of approximately 36" wide x 20" deep x 55" high.

FUNDING SOURCES

<u>Homeland Defense Bonds</u>	Amount: <u>\$18,750.00</u>
_____	Amount: _____
_____	Amount: _____

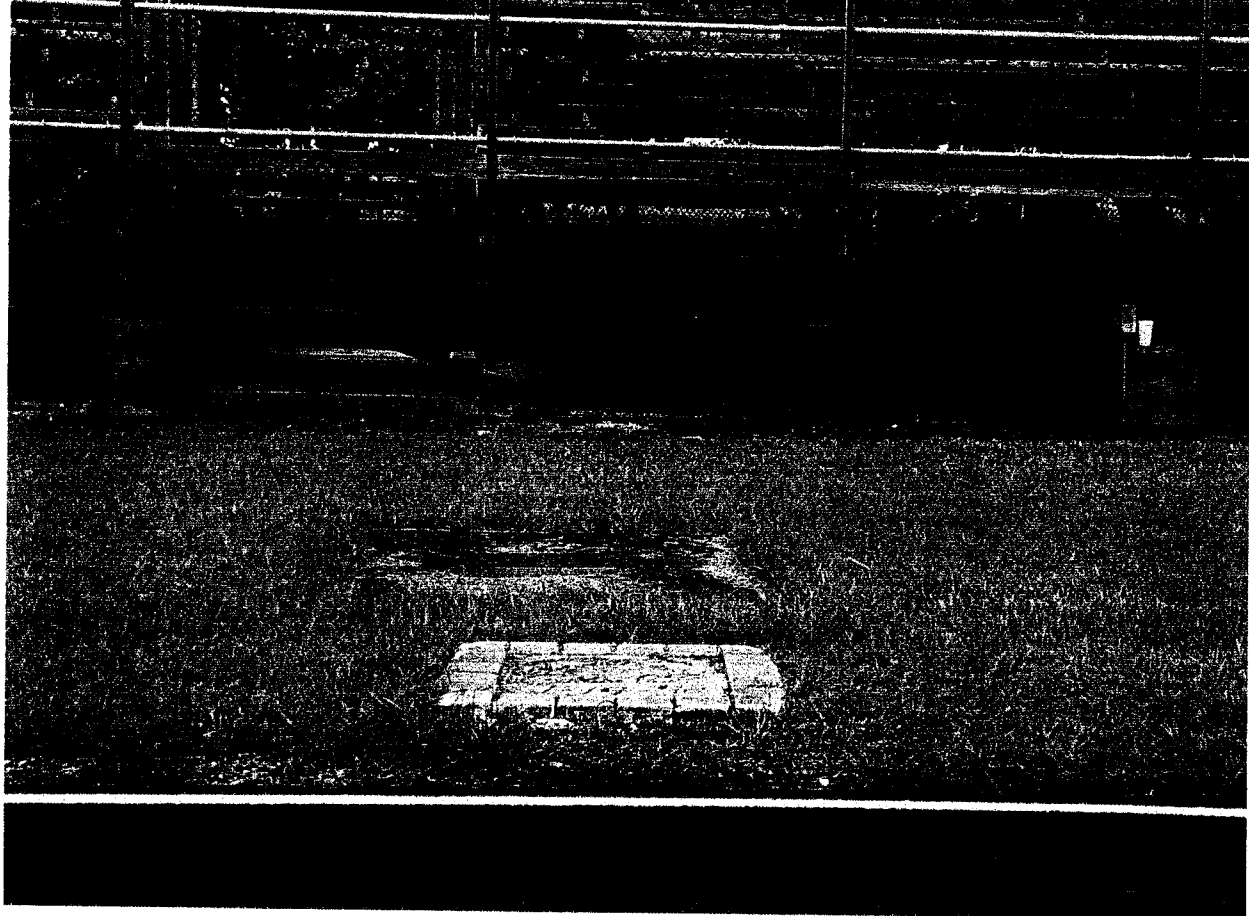
Project Manager / Ext.: Fernando Paiva / ext. 1242 Date: December 8, 2003

Reviewed by: _____ Date: _____

Reviewed by: _____ Date: _____

Accepted by: _____ Date: _____

Director of the Initiating Department





06-11-1
D. J. ...
D. J. ...
D. J. ...

AUG 21

Edgarance Giffney

Cartoon Park

1-17-92

AUG 22 200

the fact, and that, in itself, created some trepidation.

Board Member Cabrera and Vice Chair Reyes expressed concern over the exorbitant renovation cost to historical projects. Parks Director Corrada assured the Board that by working with CIP, Parks would cut costs wherever possible.

HD/NIB MOTION 03-101

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE MIAMI HIGH BUNGALOW SITE SURVEY AND CONSTRUCTION MATERIAL TESTING PROJECT; FURTHER RECOMMENDING THAT \$668 OF HD/NIB (HISTORIC PRESERVATION) FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: G. RESHEFSKY
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; S. CASERES;
D. MARKO; J. REYES

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

• **Flo Jo Monument at Curtis Park.**

Presentation by Parks and Recreation Director Santiago Corrada. Some time ago, Gold Medalist, Olympic Superstar Flo Jo (Florence Joyner-Griffith) visited Curtis Park and left cemented imprints of her feet and hands in the Park. On a recent visit to the park by Mr. Corrada and Commissioner González, the monument was uncovered. A decision was made to preserve this monument as it is an important part of the history of Curtis Park. Plans are underway to relocate the monument to a safer location within the park.

Board Member Reshefsky informed the Board that at its December 15, 2003 meeting, the Audit Subcommittee voted to recommend approval of the allocation of \$18,750 to this project. The Audit Subcommittee further recommended that the Office of Communications should publicize this

item and that a global plan should be developed for Curtis Park.

Mr. Corrada explained that for Curtis Park, a major renovation of the bleachers is needed and most of the money that has been allocated to this park will go towards bleacher renovations. Major renovations are also needed for the existing building at the park and eventually it is hoped that a NET office and a Parks office will be located within the park. Track and field renovations have also been done at the park.

HD/NIB MOTION 03-102

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF FLO JO MONUMENT AT CURTIS PARK PROJECT; FURTHER RECOMMENDING THAT \$18,750 OF HD/NIB (NEIGHBORHOOD PARK IMPROVEMENTS-CURTIS PARK) FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; S. CASERES;
D. MARKO; J. REYES

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

• **Art Thrones at Margaret Pace Park.**

Presentation by CRA (Community Revitalization Agency) Director Frank Rollason. On November 25, 2002 Omni/CRA Motion No. 02-94 was passed by the CRA Board, wherein the Board directed the Executive Director to request reimbursement of a CRA grant in the amount of \$25,000 to the New World School of the Arts for completion and installation of three Art Thrones in Margaret Pace Park. Reimbursement was to be sought from both the Miami-Dade Office of Art in Public Places and the City of Miami. Art in Public Places has determined that such request is not reimbursable. Though the grant authorization was for \$25,000, a total of \$22,635 was actually expended on the project. Funding is needed to complete the project. A welder on the project, frustrated over not being paid, reached the point where he decided to destroy the throne

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 06/22/04 DISTRICT: 5

NAME OF PROJECT: Gibson Park Replat Project

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

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

C.I.P. DEPARTMENT CONTACT: Fernando Paiva

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$57,500 (\$1,050,000 Million Allocated; Estimated balance \$963,950)
SOURCE OF FUNDS: Homeland Defense/Neighborhood Parks Improvements and Acquisitions
ACCOUNT CODE(S): CIP# 331419

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco

DESCRIPTION OF PROJECT: Replating the land is required in order to initiate and complete future improvements to the park and to revise and record new subdivisions of the property.

ADA Compliant? YES NO N/A

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

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 06/22/04

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

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

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

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS: _____

APPROVAL: 
BOND OVERSIGHT BOARD

DATE: 06-22-04

Enclosures: Back-Up Materials YES NO

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

CA.2

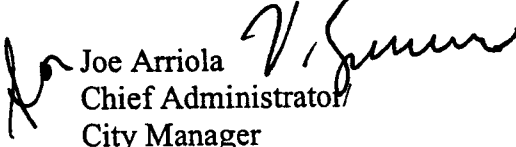
Honorable Mayor and Members
of the City Commission

DATE: JUN -3 2004

FILE:

SUBJECT: Gibson Park Replat
Project

FROM:


Joe Arriola
Chief Administrator
City Manager

REFERENCES:

ENCLOSURES:

RECOMMENDATION:

It is respectfully recommended that the City of Miami Commission adopt the attached resolution authorizing the City Manager to contract the services of PBS & J, selected from a list of pre-approved surveying and mapping firms previously approved by Resolution No. 02-144, for professional services covering the replating of lands at Gibson Park required before the City can implement future improvements to the park, with funds not to exceed \$57,500 for all services including reimbursable expenses, from Capital Improvement Program Project No. 331419.

BACKGROUND:

The Department of Parks and Recreation has analyzed the need to contract the services of PBS & J to do the replat of lands of Gibson Park, which is required in order to initiate and complete future improvements to the park. The Department of Parks and Recreation has over one million dollars of Homeland Defense Bond funds allocated for improvements at Gibson Park. A replat of the park is necessary to revise and record new subdivisions of the property. PBS & J was selected from a list of pre-approved surveying and mapping firms. Approval of the attached resolution authorizes the City Manager to execute the work order authorization engaging the Professional Services of PBS & J in the amount of \$45,000 with an additional \$12,500 allocated for reimbursable expenses and associated fees.

FISCAL IMPACT: \$57,500 from Capital Improvement Project 331419 from the
Gibson Park Account


JA/ACS/JF/sb

Encl.: Resolution 02-144 work order authorization PBS & J proposal



Budgetary Impact Analysis

Department Parks and Recreation

Division: Capital Improvement

Commission Meeting Date: June 24, 2004

Title and brief description of legislation or attached ordinance/resolution: Resolution authorizing the City Manager to contract the services of PBS & J for professional services covering the replating of lands at Gibson Park.

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

2. Is this item an expenditure? No Yes Amount: \$57,500

General Fund Account No: _____
Special Revenue Fund Account No: _____
CIP Project No: 331419

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

Sufficient funds will be transferred from the following line items:

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

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

Project Name	Total Bond Allocation	1 st Series Appropriation	Total Allocations/ Encumbrances	Balance	Dollars Spent to Date
Neighborhood Park Improvement & Acquisition	\$31,000,000	\$16,500,000	\$8,396,224	\$8,103,776	\$1,683,545

Comments: _____

Approved by:

Department Director/Designee

C.I.P. APPROVAL:

Signature Date
May 14, 2004

APPROVALS

Verified by:

Dept. of Strategic Planning, Budgeting & Performance
Date: 5/17/04

Verified by CIP: (If applicable)

Director/Designee
Date: 5/20/04

PGM ID: FN/SC/ I10
RUN DATE: 11/14/2003

FUND: 331 PARKS & RECREATION
PROJECT: 331419 NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITION

ENTITLEMENT PERIOD: 9/30/2002 TO 9/30/2003

PORTION EXPIRED: 116.7 %
STATUS: ACTIVE

INDEX CODE	MIN OBJ	DESCRIPTION	% OF BUDGET	REVISED TOTAL BUDGET	*** CURR MONTH	REVENUES/EXPENDITURES CURR Y-T-D	***	TOTAL-T-D	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
026132	187	REV. CAP. PROJ. - FD. 32 - PROJ	5.5	15,500,000		208,462		845,506		14,654,494
		LTD GOB BONDS SERIES 2002A	5.5	15,500,000		208,462		845,506		14,654,494
		INDEX CODE 026132	5.5	15,500,000		208,462		845,506		14,654,494
T O T A L R E V E N U E S										

INDEX CODE	DESCRIPTION	% OF BUDGET	REVISED TOTAL BUDGET	*** CURR MONTH	REVENUES/EXPENDITURES CURR Y-T-D	***	TOTAL-T-D	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	
589307	CONSTRUCTION - PROJ # REQUIRED	100.0	21,358		22,178		21,358	96,888	32,651	
830	IMPROVEMENTS OTHER THAN	89.3	305,500				175,961	22,582	689,000	
840	EQUIPMENT - NEW	19.8	859,000				147,418		721,651	
860	CONSTRUCTION IN PROGRESS	39.1	1,185,858		22,178		344,737	119,470		
	INDEX CODE 589307									
T O T A L										

INDEX CODE	DESCRIPTION	% OF BUDGET	REVISED TOTAL BUDGET	*** CURR MONTH	REVENUES/EXPENDITURES CURR Y-T-D	***	TOTAL-T-D	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	
959307	MODEL CITY HOMELAND DEFENSE	100.0	74,800				30,300	44,500	500,000	
860	CONSTRUCTION IN PROGRESS	100.0	74,800				30,300	44,500	499,400	
	INDEX CODE 959307								175,694	
T O T A L										

INDEX CODE	DESCRIPTION	% OF BUDGET	REVISED TOTAL BUDGET	*** CURR MONTH	REVENUES/EXPENDITURES CURR Y-T-D	***	TOTAL-T-D	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	
999307	HOMELAND DEFENSE NEIGHBORHOOD	0.0	500,000					600	500,000	
230	PROFESSIONAL SERVICES -	0.1	500,000					151,020	499,400	
240	PROFESSIONAL SERVICES -	49.8	350,000		4,430		23,286		175,694	
270	PROFESSIONAL SERVICES -	2.5	20,000				504		19,496	
287	ADVERTISING	0.0	3,978,500					346,432	3,978,500	
830	IMPROVEMENTS OTHER THAN	0.0	1,977,000				350		1,976,650	
840	EQUIPMENT - NEW	11.7	5,828,842				335,966		5,146,444	
860	CONSTRUCTION IN PROGRESS	12.6	1,085,000				136,969		948,031	
952	CONTRIBUTION TO CAP	7.0	14,239,342		4,430		497,076	498,051	13,244,214	
	INDEX CODE 999307	9.9	15,500,000		26,608		872,113	662,022	13,965,865	
T O T A L E X P E N D I T U R E S										

26,608-

RECAP: REVENUES LESS EXPENDITURES

181,855

PROFESSIONAL SERVICES AGREEMENT
[Surveying and Mapping Services]

This Agreement entered into this 16 day of May, 2002, by and between the CITY of Miami, a Municipal Corporation of the State of Florida, (the "CITY"), and PBS&J, a State of Florida Corporation, (the "PRINCIPAL").

WITNESSETH

WHEREAS, the CITY has scheduled a substantial number of Projects for fiscal years for fiscal years 2002, 2003 and 2004 (the "Projects") that require Professional Surveying and Mapping Services (the "Services"); and

WHEREAS, the Commission of the CITY of Miami, by Resolution No. 02-144 adopted on February 14, 2002 approved the selection of six (6) Mapping and Surveying firms to provide Services for the Projects during the planning, design and construction phases thereof and authorized the CITY Manager to negotiate the terms of and execute agreements with said firms for the provision of the Services; and

WHEREAS, the PRINCIPAL is one of the firms selected to provide Services and the PRINCIPAL and the CITY wish to execute this Agreement to set forth the terms and conditions of the engagement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the CITY and the PRINCIPAL agree as follows:

TERMS

1. Recitals. The recitals and all statements contained therein are hereby incorporated into and made a part of this Agreement.
2. Term. The term of this Agreement shall be three (3) years, commencing on the date hereof and ending three (3) years thereafter (the "Expiration Date"), subject, however, to the provisions of Section 16 hereof. The CITY has the right to extend the term hereof for an additional period of one (1) year subject to approval and at the sole discretion of the CITY Manager.
3. Subject Matter. This Agreement sets forth the terms and conditions pursuant to which the CITY may request, and PRINCIPAL shall provide, the Services, as defined in Section 4 and 5 below, for one or more Projects. No specific Project is designated under this Agreement. The Project and the specific details of the Services required to be performed by the PRINCIPAL shall be described in a Work Order to be issued by the CITY in accordance with Section 5.B hereof.
4. Definitions.
 - A. PROJECT - means the proposed improvements (new or restoration) to a building, property, or other CITY facility as generally designated and programmed by the

CITY or other related professional services requested by the CITY.

B. WORK - means Services to be rendered or provided by the PRINCIPAL for the PROJECT.

C. SERVICES - means the Basic Services and/or any other services, as described in Section 5 hereof, to be performed by the PRINCIPAL under this Agreement.

D. PROJECT MANAGER - means the Director of the Department of Public Works or his/her designee.

5. Services.

A. General

i. At the CITY's request, made in accordance with Sub-Section B below, PRINCIPAL shall perform the "Basic Services" and/or any additional services as described herein below. The Services may include reviewing Work performed by other professionals or consultants or other miscellaneous surveying and mapping services that may be required in connection with a Project. The Work shall be performed with all applicable dispatch, in a sound, economical, efficient and professional manner and within the time and the manner required in the Work Order.

ii. The PRINCIPAL shall perform the Work under the direction of, and in close coordination with, the Project Manager. The PRINCIPAL shall provide all professional and technical services comprising the

Work and shall be fully responsible for all the professional and technical aspects thereof. The CITY's review and approval of the Work will relate only to overall compliance with the general requirements of the Project and whenever the term "approval by the CITY" or like term is used in this Agreement, the phraseology shall in no way relieve the PRINCIPAL from any duties or responsibilities under the terms of this Agreement or from using the best professional practices.

iii. The PRINCIPAL shall, in the performance of the Work, comply with all Federal, State and Local codes, ordinance and regulations, pertaining to the Project, including, without limiting the generality of the foregoing, the Federal Wage-Hour Law, Walsh-Healy Act, The Occupational Safety and Health Act, The Americans With Disabilities Act, The National Environmental Policy Act and Equal Employment Opportunity Legislation.

iv. In the performance of the Work, the PRINCIPAL agrees to:

a. Strive to complete the Work within the time agreed upon by maintaining an adequate staff of qualified employees and/or sub-consultants on the Work at all times.

- b. Be fully responsible for the professional and technical services required to be rendered in the performance of the Work.
- c. Cooperate fully with the CITY in order that all phases of the Work may be properly scheduled, coordinated, and executed.
- d. Report the status of the Work to the Project Manager upon request or as required by this Agreement, and maintain all notes, calculations, and related Work open to inspection by the CITY, at all times during the term hereof.
- e. Submit to the Project Manager one (1) original set of all field survey field notes and any other data developed for the purpose of performing the required surveying Work required for the Project. The field notes shall be presented in an approved field book. When using data collectors, a report and digital submission shall be provided along with all necessary field survey information.
- f. Promptly deliver to the Project Manager copies of minutes of all relevant meetings relating to the Project at which PRINCIPAL is present.
- g. Be available for general consultation and advice at all times during the term of the Project.
- h. Direct his/her crew chief to make a daily Work report to include information required by the

Project Manager and deliver the reports on a daily basis to the CITY's Public Works Department Survey Section.

- v. The CITY agrees to make available to the PRINCIPAL any site surveys, plans and other data in CITY's possession pertaining to the Work to be performed for the Project. The PRINCIPAL shall be responsible to make his/her own site investigations including locations of existing utilities.

B. Requests For Services.

- i. Except in emergency situations, all requests for Services shall be made by a written Request For Services ("RFS") issued by the Project Manager. In case of emergency, the CITY may issue a verbal RFS to be followed by a written RFS (or, after approval, by a Work Order) and a Notice to Proceed, as soon as practicable thereafter. The RFS shall describe the Project and each section of the Work to be performed by the PRINCIPAL and the time schedule in which the Work must be completed.
- ii. Upon receipt of the RFS, the PRINCIPAL shall make arrangements to meet with the Project Manager and a meeting shall be held within ten (10) days following receipt of the RFS, to discuss the Budget, estimated amount of compensation, Project schedule and deadline, and the schedule and scope of the Work. All formats

for the Work are to be as presently used by the CITY of Miami Public Works Department, unless otherwise directed by the Project Manager. This is to include but not be limited to plans, specifications and contract documents.

iii. Subsequent to the meeting, the PRINCIPAL shall submit to the CITY a proposal at no cost to the CITY. If CITY and PRINCIPAL agree on the amount of compensation and the schedule and time for completion of the Work, then the Project Manager shall issue a Work Order and Notice to Proceed.

iv. The Services to be rendered by the PRINCIPAL for the Project shall commence within twenty-four (24) hours upon receipt of the Notice to Proceed and shall be completed within the time agreed upon as shown in the Work Order.

v. PRINCIPAL understands and agrees that failure to comply with the foregoing provisions within the time required herein may result in the Project being awarded to another firm.

C. Scope of Services: PRINCIPAL shall provide surveying and mapping services to include, but not limited to:

i. Photogrammetric control;

ii. The monumentation and remonumentation of property boundaries and subdivisions;

- iii. The measurement and preparation of plans showing existing improvements after construction;
- iv. The layout of proposed improvements;
- v. The preparation of descriptions for use in legal instruments of conveyance of real property and property rights;
- vi. The preparation of subdivision planning maps and record plats;
- vii. The determination of, but not the design of, grades and elevations of roads and land in connection with subdivisions or divisions of land;
- viii. The creation and perpetuation of alignments related to maps, record plats, field note records, reports, property descriptions and plans and drawings that represent them;
- ix. Regarding highways, the PRINCIPAL shall perform topographical surveys including cross sections and related information necessary to accomplish the design and construction phases of the PROJECT;
- x. Regarding sewers, the PRINCIPAL shall perform all layout for construction and provide final measurements and final measurement quantity sheets and the PRINCIPAL shall be available on a full time basis during underground construction;

- xi. Regarding parks, PRINCIPAL shall prepare surveys of the parks for design purposes if necessary and perform layout for construction;
- xii. Regarding structures, the PRINCIPAL shall perform property surveys as necessary;
- xiii. Regarding plats, PRINCIPAL shall follow state and local laws and ordinances necessary to provide tentative and final plats of CITY properties with additional requirements when directed by the Project Director;
- xiv. Regarding drafting, PRINCIPAL shall upon receipt of written authorization from the Project Director, perform drafting services as required to supplement the field Work; plan and profile and cross-section sheets shall be of the best quality mylar film or cronaflex and shall be furnished by the PRINCIPAL; other standard blank sheets with the CITY title block imprinted thereof will be furnished by the CITY when required.

6. Project Completion Time. The Work shall be performed within the time allocated to each phase thereof and shall be completed within the time agreed upon. A reasonable extension of the Work time will be granted in the event of a delay caused by the CITY's failure to fulfill its part of the Agreement as herein required or by other reasons, such as weather, beyond the control of the PRINCIPAL.

2-7. Extension of Expiration Date. In the event the PRINCIPAL is engaged in any Project(s) on the Agreement Expiration Date, then this Agreement shall remain in effect until completion or termination of said Project(s). No new Work Orders shall be issued after the Expiration Date unless extra Work is required as described in Section 12 below.

3-8. CITY's Services and Responsibilities. The CITY shall make available to the PRINCIPAL for its inspection, all plats, maps, surveys, aerials, records and other information regarding the Project that the CITY has as its disposal. The CITY shall furnish the use of a field office for each PROJECT during the construction phase when said field office is to be provided under the construction contract.

4-9. Compensation. Compensation shall be based on a "Fixed Fee" or a "Not to Exceed Fee", as described hereunder, based on the nature and scope of the Work. The method of compensation shall be agreed upon prior to issuance of the Work Order. Notwithstanding anything herein to the contrary, the CITY and the PRINCIPAL agree that the total compensation permitted for all Work under this Agreement shall not exceed the sum of \$200,000.

A. FIXED FEE: The fee for a task or a scope of Work based on a fixed fee shall be mutually agreed upon by the CITY and the PRINCIPAL.

B. NOT TO EXCEED FEE: If a "Not to Exceed" fixed fee is mutually agreed upon, the amount of compensation shall be based on an hourly rate fee. The hourly rate fee shall be computed based on the hours worked by individuals in the following categories. The Hourly Rate for each category, as shown below, includes all equipment, supplies, materials, tools, labor, wages, taxes, insurance, benefits, overhead and profit and shall be applicable to any necessary overtime Work. With regard to four and three man survey parties, a minimum of two (2) hours time will be paid for cancellation of the Work due to inclement weather or other valid reasons after reporting to the sites.

<u>Category</u>	<u>Rates</u>
Four Man Survey Party	\$123.12
Three Man Survey Party	\$101.75
G.P.S. Four Man Survey Party w/ G.P.S. Equipment	\$148.12
G.P.S. Three Man Survey Party w/ G.P.S. Equipment	\$126.75
Draftsperson	\$56.00
Surveyor-Computer	\$65.00
Principal-Surveyor	\$97.50
Cadd Operator	\$60.00
Administrative (Billing/Reports)	\$50.00
Clerical (Filing/Word Processing)	\$40.00

10. Payments of Compensation. Compensation shall be paid monthly in accordance with invoices detailing the fees and expenses, for Work performed during the immediate preceding calendar month. Payment shall be made within thirty (30) days following Project Manager's receipt of the invoices,

in triplicate. The invoices shall include the following information:

- A. Total contract amount.
- B. Percent of Work complete to date.
- C. Total amount paid to date.
- D. Amount previously billed.
- E. Amount of invoice.
- F. Summary of Work done during the billing period.
- G. Invoice number and date.

11. Schedule of Work. The CITY shall have the sole right to determine which Project shall be assigned to the PRINCIPAL and the schedule of Work and time for performance.

~~2.~~ 12. Extra Work Expenses. If the PRINCIPAL has incurred extra Work or expense due to changes ordered by CITY after any portion of the Work is approved by the CITY, then the payment for such extra Work shall be the subject of a Change Order, and shall be approved, in writing, by the CITY if, in the CITY's reasonable opinion, such Change Order is warranted. If the PRINCIPAL caused extra Work or expense due to changes ordered after any portion of the Work is approved by the CITY, such extra Work shall be the subject of an additional Work order and the cost of the extra Work shall be sole responsibility of the PRINCIPAL.

~~3.~~ 13. Approval by CITY. Whenever the CITY is required to approve, give its comments to, or reject any document or drawing submitted to it by PRINCIPAL, the CITY agrees to do

so within thirty (30) days following its receipt of such document or drawing. Such approval, revisions or recommendations by the CITY shall not relieve the PRINCIPAL of its responsibility for the Work. The PRINCIPAL shall correct any errors noted in the or drawings at no additional cost to the CITY.

4.14. Conflict of Interest.

A. PRINCIPAL covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with CITY. PRINCIPAL further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of PRINCIPAL or its employees, must be disclosed in writing to CITY.

B. PRINCIPAL is aware of the conflict of interest laws of the CITY of Miami (CITY of Miami Code Chapter 2, Article V), Miami-Dade County, Florida (Miami-Dade County Code Section 2-11.1) and the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

15. Ownership of Documents. All reports, tracings, drawings, survey information maps, computer media, and other data developed by the PRINCIPAL for the purpose of this Agreement shall become the property of the CITY without

restriction or limitation upon use and shall be made available by the PRINCIPAL at any time upon request of the CITY. When any Work contemplated under this Agreement is completed or for any reason terminated prior to completion, all of the above data shall be delivered to the Project Manager.

16. Termination and Suspension of Agreement.

- A. The CITY retains the right to terminate this Agreement at any time prior to the completion of the Work without penalty to the CITY. In such event, the CITY shall give written notice of termination to the PRINCIPAL and the PRINCIPAL shall be paid for services rendered up to the date of the notice, provided, however, that the PRINCIPAL is not in default under the terms of this Agreement and as set forth in Section 27 hereof.
- B. In the event of termination, all documents, developed by PRINCIPAL under this Agreement shall become the property of the CITY, with the same provisions of use as set forth in Section 14 hereof.
- C. It is further understood by and between the parties that any information, contract documents, plans, drawings, or any other matter whatsoever which is given by the CITY to the PRINCIPAL pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the PRINCIPAL for any other purposes whatsoever without the written consent of the CITY.

17. Award of Agreement. The PRINCIPAL warrants that it has not employed or retained any company or person to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. The PRINCIPAL also warrants that to the best of its knowledge and belief no Commissioner, Mayor or other officer or employee of the CITY is interested directly or indirectly in the profits or emoluments of this Agreement or the Work.

18. Entire Agreement. This Agreement represents the entire and integrated agreement between the CITY and the PRINCIPAL and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument executed by CITY and PRINCIPAL.

~~1.~~ 19. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

~~2.~~ 20. Right to Audit. The CITY reserves the right to audit records of the PRINCIPAL pertaining to this Agreement anytime during the term hereof, and for a period of three (3) years after final payment is made under this Agreement.

~~3.~~ 21. Insurance. PRINCIPAL shall maintain during the terms of this Agreement the following insurance:

- A. Comprehensive General Liability Insurance in amounts not less than \$1,000,000.00 Combined Single Unit for bodily injury and property damage liability and said insurance shall include contractual liability coverage. The CITY of Miami shall be named as primary Additional Insured.
- B. Professional Liability Insurance in a minimum amount of \$1,000,000.00 covering all liability arising out of the terms of this Agreement.
- C. Workers' Compensation Insurance in the statutory amounts.
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used by PRINCIPAL in connection with Work arising out of this Agreement. Coverage shall be written with at least statutory amounts for Bodily Injury and Property Damage.
- E. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and which are approved according to specifications of the Risk Management Division of the CITY of Miami. All policies required hereunder shall name the CITY as "Additional Insured".
- F. The PRINCIPAL shall furnish certificates of insurance to the CITY prior to the commencement of any Work, which shall clearly indicate that the PRINCIPAL has obtained insurance in the type, amount and classification as required for strict compliance with this Section and

that no material change or cancellation of the insurance shall be effective without the thirty (30) days written notice of the CITY.

G. Compliance with the foregoing requirements shall not relieve the PRINCIPAL of its liability and obligations under this Section or under any portion of this Agreement.

22. Right of Decisions. All services shall be performed by the PRINCIPAL to the satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, and the character, quality, amount, and value thereof, and the Project Manager's decisions upon all claims, questions of fact, and disputes shall be final, conclusive and binding, upon the parties hereto, unless such determination is clearly arbitrary or unreasonable. In the event that the PRINCIPAL does not concur in the judgment of the Project Manager as to any decision made by him, the PRINCIPAL shall present his written objections to the CITY Manager.

23. Non-Discrimination. The PRINCIPAL shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. The PRINCIPAL shall take affirmative action to ensure that applicants are employed, without

regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PRINCIPAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Personnel Officer setting forth the provisions of this Equal Opportunity Clause.

1-24. Construction of Agreement. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.

29-25. Independent Contractor. The PRINCIPAL and its employees and agents and any sub-consultants and its employees and agents, shall be deemed to be Independent Contractors and not agents or employees of the CITY; and shall not attain any rights or benefits under the Civil Service or Pension Ordinance of the CITY, or any right generally afforded classified or unclassified employees; further they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the CITY.

3-26. Non-Delegability. It is understood and agreed that the obligations undertaken by the PRINCIPAL pursuant to

this Agreement shall not be delegated or assigned to any other person or firm without the CITY's prior written consent, which may be withheld at CITY's sole discretion.

4-27. Default Provision. In the event that PRINCIPAL shall fail to comply with each and every term and condition of this Agreement or fails to perform any of the terms and conditions contained herein, then the CITY, in addition to all other remedies available by law, at its sole option, upon written notice to PRINCIPAL may cancel and terminate this Agreement, and all payments, advances or other compensation paid to PRINCIPAL by CITY while PRINCIPAL was in default of the provisions herein contained, shall be forthwith returned to CITY.

5-28. Contingency Clause. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or change in regulations.

6-29. Minority Procurement Compliance. The PRINCIPAL acknowledges that it has been furnished a copy of Ordinance No. 10062, the Minority Procurement Ordinance of the CITY of Miami, and agrees to comply with all applicable substantive and procedural provisions therein, including any amendments thereto.

7-30. Indemnification. The PRINCIPAL covenants and agrees that it will indemnify and hold harmless the CITY, its officers, and employees from any and all claims, losses, damages, costs, charges or expenses arising out of or in connection with the negligent acts, actions, or omissions of the PRINCIPAL or any of its officers, agents, employees or sub-consultants, whether direct or indirect, provided, however, that PRINCIPAL shall not be liable under this Section for

damages or injury arising out of or directly caused by or resulting from the sole negligence of the CITY or any of its agents, officers or employees. The indemnity provided herein is not limited by reason of any particular insurance coverage in this Agreement.

8-31. Notice. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth

day after being posted or the date of actual receipt,
whichever is earlier.

CITY OF MIAMI:

PRINCIPAL:

City Manager
444 S.W. 2nd Avenue
Miami, Florida 33130

Public Works Department
Attn: John H. Jackson
444 S.W. 2nd Avenue
Miami, Florida 33130
(305) 416-1223

PBS&J
Attn: Carlos del Valle
2001 N.W. 107th Avenue,
Miami, FL 33172
(305) 592-7275

City Attorney
444 S.W. 2nd Avenue
Suite 945
Miami, Florida 33130

32. Amendments. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

33. Miscellaneous Provisions.

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the CITY of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this

Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, through their proper corporate officials, executed this Agreement, the day and year first above set forth.

PBS&J,
a Florida Corporation

ATTEST:

By: Becky S. Schaffer
Corporate Secretary
BECKY S. SCHAFER
ASSISTANT SECRETARY

W. Scott DeLoach
JOHN B. ZUMWALT, III
President
W. SCOTT DeLOACH
EXECUTIVE VICE PRESIDENT

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

ATTEST:

Priscilla A. Thompson
PRISCILLA A. THOMPSON
City Clerk

Carlos A. Gimenez
CARLOS A. GIMENEZ
City Manager

APPROVED AS TO CONTENT:

John H. Jackson
JOHN H. JACKSON
Director
Department of Public Works

APPROVED AS TO FORM AND
CORRECTNESS:

Alejandro Vilarello
ALEJANDRO VILARELLO
CITY Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

R. Sue Weller
R. SUE WELLER, Acting Director
Risk Management

**CORPORATE RESOLUTION
OF
POST, BUCKLEY, SCHUH & JERNIGAN, INC.**

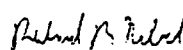
RESOLVED, that the below named officers are authorized to execute documents on behalf of Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J:

Richard A. Wickett	Chairman of the Board/Chief Financial Officer
John B. Zumwalt, III	President/Chief Executive Officer
Robert J. Paulsen	Senior Executive Vice President/Chief Operating Officer
W. Scott DeLoach	Executive Vice President/Treasurer/Assistant Secretary
Thomas D. Pellarin	Executive Vice President
John S. Shearer	Executive Vice President
Randy L. Larson	Executive Vice President

FURTHER RESOLVED, that the following named officers are authorized to attest to the signatures of officers executing documents on behalf of Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J:

Richard M. Grubel	Senior Vice President/Secretary
W. Scott DeLoach	Executive Vice President/Treasurer/Assistant Secretary
Becky S. Schaffer	Assistant Secretary
Charles D. Nostra	Assistant Secretary


This resolution is adopted on January 18, 2002, and remains in effect until a succeeding resolution is adopted.



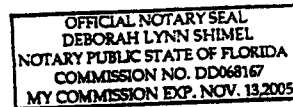
Richard M. Grubel
Secretary

Corporate Seal

I certify that this is a true copy of the Resolution.
Signed:



Deborah Lynn Shimel, Notary Public



Date: 3/14/02

J-02-111
4/02

RESOLUTION NO. 02- 144

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO APPROVE THE FINDINGS OF THE SELECTION COMMITTEES, PURSUANT TO REQUEST FOR PROPOSALS, FOR THE MOST QUALIFIED FIRMS TO PROVIDE PROFESSIONAL SERVICES FOR PUBLIC WORKS CATEGORY "B" DESIGNATED PROJECTS FOR 2002 THROUGH 2004 LISTED BY SPECIALTY IN RANK ORDER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH EACH FIRM IN AN AMOUNT NOT TO EXCEED THE AMOUNT INDICATED IN ATTACHMENT "A" FOR EACH SPECIALTY FOR EACH FIRM; ALLOCATING FUNDS FROM INDIVIDUAL PROJECT ACCOUNTS.

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

Section 1. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional engineering construction management services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. The Corradino Group, Inc.
2. Nova Consulting Inc.
3. Marlin Engineering Inc.
4. Civil-Cadd Engineering Inc.
5. CES Consultants, Inc. (ALTERNATE)
6. PBS&J (ALTERNATE)

ATTACHMENT IS CONTAINED

CITY COMMISSION MEETING OF
FEB 14 2002
Resolution No.
02- 144

Section 2. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional ADA requirement services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. PBS&J
2. R O Architects + Planners, Inc.
3. Gurri Matute, P. A. (ALTERNATE)

Section 3. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional architectural engineering services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. CSA Southeast, Inc. (C.A.P. Eng. Consultants, Inc.)
2. Indigo Service Corporation

Section 4. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional architecture services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. Gurri Matute PA
2. Zyscovich, Inc.
3. R.J. Heisenbottle Architects, P.A.
4. R.E. Chisholm Architects, Inc.
5. Bermello, Ajamil & Partners, Inc. (ALTERNATE)
6. PBSJ (ALTERNATE)

Section 5. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional environmental engineering services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. ATC Group Services Inc.
2. H.J. Ross Associates, Inc.
3. URS Corporation
4. BND Engineers, Inc.
5. Nova Consulting Inc. (ALTERNATE)
6. Consulting Engineering & Science, Inc. (ALTERNATE)

Section 6. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional general engineering services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. H.J. Ross Associates, Inc.
2. Kunde, Sprecher & Associates, Inc.
3. Metric Engineering, Inc.
4. PBS&J
5. Marlin Engineering, Inc.
6. PHS Engineering Corp.
7. URS Corporation (ALTERNATE)
8. Kimley-Horn and Associates, Inc. (ALTERNATE)

Section 7. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide

professional landscape architecture services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. Falcon & Bueno
2. Curtis & Rogers Design Studio, Inc.
3. Kimley-Horn and Associates, Inc.
4. EDAW, Inc. (ALTERNATE)

Section 8. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional mechanical engineering services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. Louis J Aguirre & Associates, P.A.
2. Johnson, Hernandez Associates Inc.
3. Gartek Engineering Corporation. (ALTERNATE)

Section 9. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional structural engineering services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. San Martin Associates, Inc.
2. Avart, Inc.
3. EAC Consulting, Inc.

Section 10. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide

professional surveying and mapping services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. PBS&J
2. Fernando Z. Gatell P. L. S., Inc.
3. Weidener Surveying and Mapping, P. A.
4. Craven Thompson & Associates, Inc.
5. Williams, Hatfield & Stoner, Inc.
6. Leiter, Perez & Associates, Inc.

Section 11. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional value analysis and cost estimate services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:

1. A2 Group, Inc.
2. PBS&J
3. Grace & Naeem Uddin (ALTERNATE)

Section 12. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firm to provide professional air conditioning services for Public Works Category "B" designated projects for 2002 through 2004, listed herein is accepted:

1. Grace & Naeem Uddin

Section 13. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firm to provide

professional life safety services for Public Works Category "B" designated projects for 2002 through 2004, listed herein as accepted:

1. Gurri Matute, P.A.

Section 14. The recommendation of the City Manager to approve the findings of the selection committee, pursuant to Request for Proposals, as to the most qualified firms to provide professional roofing services for Public Works Category "B" designated projects for 2002 through 2004, listed herein in rank order, are accepted:


1. Building Diagnostics Associates, PA
2. International Logistics Group

Section 15. The City Manager is authorized^{2/} to negotiate and execute Professional Services Agreements, in a form acceptable to the City Attorney, with each firm in an amount not to exceed the amount indicated in Attachment "A" for each specialty for each firm, with funds allocated from individual project accounts.

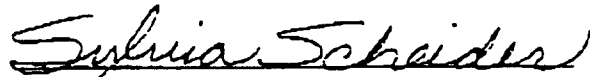
^{2/} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.


Section 16. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{2'}

PASSED AND ADOPTED this 14th day of February, 2002.


MANUEL A. DIAZ, MAYOR

ATTEST:


Sylvia Scheider
Acting City Clerk

APPROVED AS TO FORM AND CORRECTNESS: 


ALEJANDRO VILARELLO
CITY ATTORNEY

W5975:LB

^{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.

ATTACHMENT "A"

ENGINEERING CONSTRUCTION MANAGEMENT: \$600,000

ADA (DISABLE REQUIREMENTS): \$100,000

ARCHITECTURAL-ENGINEERING SERVICES (Building & Zoning): \$600,000

ARCHITECTURE: \$600,000

ENVIRONMENTAL ENGINEERING: \$600,000

GENERAL ENGINEERING: \$700,000

LANDSCAPE ARCHITECTURE: \$400,000

MECHANICAL ENGINEERING: \$200,000

STRUCTURAL ENGINEERING: \$200,000

SURVEYING AND MAPPING: \$200,000

VALUE ANALYSIS AND COST ESTIMATE: \$200,000

AIR CONDITIONING: \$200,000

LIFE SAFETY: \$200,000

ROOFING: \$200,000



City of Miami

Legislation

Resolution

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

File Number: 04-00602

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER'S ENGAGEMENT OF PBS & J, SELECTED FROM THE LIST OF PRE-APPROVED SURVEYING AND MAPPING FIRMS, APPROVED BY RESOLUTION NO. 02-144, ADOPTED FEBRUARY 14, 2002, FOR PROFESSIONAL SERVICES RELATED TO THE REPLAT OF LANDS AT GIBSON PARK FOR THE PROJECT ENTITLED "GIBSON PARK REPLAT," IN DISTRICT 5, IN AN AMOUNT NOT TO EXCEED \$57,500, BASED ON: (1) THE SCOPE OF SERVICES AND SCHEDULES REQUIRED FOR SAID PROJECT AND (2) THE TERMS AND CONDITIONS SET FORTH IN THE WORK ORDER AUTHORIZATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AUTHORIZATION, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSES; ALLOCATING FUNDS, IN AN AMOUNT NOT TO EXCEED \$57,500, FOR SAID SERVICES AND EXPENSES INCURRED BY THE CITY OF MIAMI FROM CAPITAL IMPROVEMENT PROGRAM PROJECT NO. 331419.

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

Section 1. The City Manager's engagement of PBS & J, selected from the list of pre-approved surveying and mapping firms, approved by Resolution No. 02-144, adopted February 14, 2002, is authorized, for the professional services relating to the replating of lands at Gibson Park, for the project entitled "Gibson Park Replat," in District 5, in the amount not to exceed \$57,500, based on: (1) the scope of services and schedules required for said project and (2) the terms and conditions set forth in the Work Order Authorization, with funds allocated, in an amount not to exceed \$57,500, for said services and expenses incurred by the City of Miami from Capital Improvement Program Project No. 331419.

Section 2. The City Manger is authorized{1} to execute the Work Order Authorization, in substantially the attached form, for said purpose.

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

APPROVED AS TO FORM AND CORRECTNESS: 


ALEJANDRO VILARELLO
CITY ATTORNEY

Footnotes:

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

5/13/2004

Mr. Carlos M. del Valle.PLS
Associate Vice President
PBS&J
2001 Northwest 107th Avenue
Miami, Florida 33172 - 2507

**Re: WORK ORDER AUTHORIZATION
Gibson Park Replat**

Dear Mr. Del Valle:

This work order is deemed to incorporate by reference the terms and conditions of that certain Professional Services Agreement for Surveying and Mapping Services, dated May 16th, 2002 between the City for Miami and PBS&J.

The undersigned will perform this work in compliance with the foregoing Agreement.

Additionally, this Agreement has been authorized by City Commission Resolution No. 02-144 and the terms of any enabling resolution are deemed as being incorporated by reference herein. The undersigned will perform this work in compliance with any enabling resolution.

I. Scope of Services

The scope of services and project location are detailed in Attachment No.1, attached hereto and made a part hereof.

II. Time of Performance

The replat package shall be completed within eight (8) to ten (10) months as follows:

1. Tentative Plat – Three months from Notice to Proceed date.
2. Right-of-Way Closure – Two (2) to three (3) months after completion of tentative plat.
3. Final Plat – Three (3) to four (4) months after completion of street closure.

III. Compensation

The work will be performed for a fee guaranteed not-to-exceed the sum of \$57,500.00. The City shall not be liable for any cost, fee, or expenditure above the amounts set forth in this section. The above quoted fee includes an allowance for reimbursable expenses that comply with the requirements of the Agreement. Any eligible reimbursable expenses shall conform to the limitations of Florida Statute §112.061.

ROD

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WORK ORDER AUTHORIZATION
Gibson Park Replat
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III Compensation (continued)

PBS&J fee of \$45,000 is payable as follows:

1. After completion of tentative plat, revisions, all legal descriptions, sketches and review by Miami-Dade County Platting Division (%50 - \$22,500)
2. After City Commission approval for right -of- way closure (%16.67 - \$7,501.50)
3. After final plat is processed and approved by the City Commission- (%16.67- \$7,501.50)
4. After final plat is recorded by Miami-Dade County (%16.66 - \$7,497)

IV. Sub-Consultants

Sub-consultants for performance of the work are:

	Discipline	Name of Sub-Consultant Firm
	N/A	

Any changes to the Sub-Consultants used for this work shall require prior written approval from the Director or the Project Manager, which approval shall not be unreasonably withheld.

V. Estimated Replat Cost

An estimated total replat cost of \$ 57,500.00 has been established for this project.

VI. OSHA and ADA Clauses

The Consultant -if applicable, will allow city inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections , its agents or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. The Consultants shall have no recourse against the city, its agents. Or representatives from the occurrence, non-occurrence or result of such inspection(s). If applicable, upon issuance of a notice to proceed the Consultant shall contact the Risk Management Department at (305) 416-1800 to schedule the inspection(s).

WORK ORDER AUTHORIZATION
Gibson Park Replat
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VI OSHA and ADA Clauses (Continued)

The Consultant, shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor of service funded by the city including Titles I and II of ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, the Consultant shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

VII. Attachments

1. Professional Services Agreement dated May 16th, 2002
2. Resolution No. 02-144
3. Attachment No.1, Scope of Services

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WORK ORDER AUTHORIZATION
Gibson Park Replat
Page No. 4**

Authorized by:

_____ Date _____
Joe Arriola
City Manager

_____ Date _____
Witness

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

_____ Date _____
Alejandro Vilarello,
City Attorney

_____ Date _____
Priscilla Thompson
City Clerk

Accepted and approved by:

_____ Date _____
Carlos M del Valle, PLS
PBS&J

_____ Date _____
Witness

INSURANCE REQUIREMENT
APPROVED:

_____ Date _____
Director, Risk Management



An employee-owned company

December 10, 2003
Via Fax (305) 305-416-2154 and U. S. Mail
Revised Letter of Proposal

Mr. Santiago Corrada, Director
City of Miami Parks and Recreation Department
P.O. Box 330708
Miami, FL 33233-0708

RE: PROPOSED REPLAT OF LANDS FOR "GIBSON PARK."

Dear Sir:

Pursuant to your staff review of our Letter of Proposal dated October 8, 2003 for surveying and platting services in connection with the above captioned project, the following revised proposal for same is hereby submitted for your consideration:

OVERVIEW:

The basis for this proposal was derived from the City's requirements to replat the subject property. With respect to the elements required for plat approval and recordation, these functions are governed by the following criteria:

- Chapter 177, Florida Statutes, which regulates the platting process statewide.
- Chapter 28 of the Code of Miami-Dade County, Florida, which controls subdivisions within the County.
- Chapter 55 of the Code of the City of Miami, which controls subdivisions within the City.
- Review, comment and enforcement of conditions set forth by the City of Miami Plat and Street Committee.
- Review, comment and enforcement of conditions by the Miami-Dade County Plat Committee.
- Approval by the several utility franchises having jurisdiction over the subject property with regard to easements or the extinguishment thereof, as the case may be.
- Approval by the City of Miami Department of Planning and Zoning.
- Approval by the City of Miami Public Works Department.
- Approval by the Miami-Dade County Public Works Department.
- Approval by the City of Miami Commission (as to both street vacations and the final plat), subject to Executive Mayoral approval of veto, as the case may be.
- Final recordation of the plat with the Clerk of the Circuit Court of Miami-Dade County.

GENERAL DESCRIPTION OF SUBJECT PROPERTY:

All that lot, piece or parcel of land situate, lying and being in Section 36, Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida, being generally butted and bounded as follows, viz.;

ON THE NORTH: By NW 14th Street.
ON THE EAST: By NW 3rd Avenue.

ON THE SOUTH: By NW 12th Street.
ON THE WEST: By the I-95 Ramp.

Less those portions contained within the above description not owned by the City of Miami.

Mr. Santiago Corrada
December 10, 2003
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PROPOSED SCOPE OF SERVICES:

PHASE I: Perform Boundary and Topographic Survey of the subject property. This will include the following elements:

1. Recovery of horizontal Survey Control as may be required to complete the survey in an adequate and defensible manner.
2. The placement of Permanent Reference Monuments along the property boundaries as required for plating.
3. Placement of Permanent Control Points within the Right of Way as required.
4. Tie in new subdivision to the Florida State Plane Coordinate System as mandated by the Code of Miami-Dade County, Florida.
5. The physical location of all fixed, above ground improvements, situated within and abutting the area to be platted. This will include, but not necessarily be limited to features such as buildings, overhead wiring, surface features of underground utilities, inverts of drains or manholes, sidewalks, pavements, fences, playground areas, etc.
6. Elevations of the property will be taken, as referenced to the City of Miami Vertical Datum, with cross references to the National Geodetic Vertical Datum of 1929. Elevations will be acquired at 50-foot intervals, including the full width of each abutting Right of Way, the floor elevations of structure, rim and inverts of manholes/drains and every major break in grade as may be encountered.
7. The location of all trees of 3" in caliper or large, to be commonly/scientifically identified by a registered Landscape Architect employed by PBS&J.

PHASE II: Preparation of Tentative Plat for submittal to the City of Miami Plat and Str. Committee and Miami-Dade County Plat Committee. This Tentative Plat will contain the results of the Boundary and Topographic Survey delineated thereon. It will also contain underground utility information as acquired from various sources as may be available. (City Requirement).

PHASE III: Preparation and submittal of certain documents as required by the City of Miami and/or Miami-Dade County. These documents include, but may not be necessarily limited to the following:

- Tentative Plat Application
- Final Plat Application
- Surety Bond Application and forms
- Title Search (plus updates)*
- Opinion of Title (plus updates)*
- Petition to vacate Public Right of Way, including preparation of Survey exhibits.*
- Publication of Notices in the Miami Business Review*
- Unity of Title (if required)*

*It is our understanding that the City of Miami has elected to use its Law Department for the preparation of the Opinion of Title and other legal matters associated with this project.

In addition to the above, PBS&J will attend all City/County meetings, together with meetings with City/County staff, that have direct correlation with the plating process. Based on these meetings PBS&J will perform such supplemental research as may be necessary to achieve the project objective. Further, we will generate such work products as may be required in addition to the

Mr. Santiago Williams

December 10, 2003

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tentative Plat, subject to the terms and coincidence set forth in the Qualifications Portion of this proposal.

PHASE IV: Upon conditional approval of the Tentative Plat, PBS&J will prepare the Final Plat. The Final Plat will be known as "Gibson Park" or some suitable name to be furnished by the City and will consist of one tract of land. The Final Plat will be submitted to City and County Staff, along with such documents required by either entity in order to obtain approval and ultimate recordation.

QUALIFICATIONS:

1. All tasks performed by PBS&J and the work products resulting therefrom shall meet the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code, together with the applicable provisions of Chapter 177 of the Florida Statutes for subdivision platting, Chapter 28 of the Code of Miami-Dade County, Florida and Chapter 55 of the City of Miami Code.
2. A Title Search will be required to ascertain the ownership of the subject property and the encumbrances upon same prior to the commencement of survey activities.
3. The client shall confirm the name of the plat and the furnish information, (if necessary) pertaining to the proposed use of the tracts contained therein. Proposed use (if new construction is contemplated) shall be defined as the type, square footage and intended use for the building footprint(s), together with the number of parking spaces to serve same.
4. The client shall provide such electronic and hard copy media as may be necessary to meet the project objective, including City Atlas sheets, Underground Utility Maps, Site Plans and copies of previous surveys performed by others.
5. If so required, the client shall reimburse PBS&J for all fees required by the City of Miami and Miami-Dade County Public Works Departments, the Clerk of the Circuit Court and the Board of County Commissioners.
6. The Proposed Scope of Services does not include the preparation of additional site plans, paving, grading and drainage plans or activities connected with building and zoning issues that may be required as part of the plat approval process.

GENERAL PROVISIONS:

PBS&J will make every effort to comply with the terms and specifications as set forth in your Letter of Solicitation with respect to mapping requirements, deliverable work products, meeting attendance and other matters as more fully described therein.

ESTIMATED FEES/REIMBURSABLE EXPENSES:

Our estimated fee to perform the surveying and platting as enumerated above shall be a "Not to Exceed" amount of \$45,000.00, plus reimbursable expenses. Detailed invoices, plus back up documentation for all activities associated with this project will be provided.

These estimated fees are broken down as follows, based on the four (4) phase outline of this proposal:

PHASE I:	\$22,500.00
PHASE II:	\$07,501.50
PHASE III:	\$07,501.50
PHASE VI:	\$07,497.00
Total Fee:	\$45,000.00

5/12/04

*Reviewed
by Frank P. Mahan
and S. Emerald
Price is acceptable.
S. Emerald*

Mr. Sullivan

December 10, 2003

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Reimbursable Expenses for External Fees: Although the City of Miami may be able to waive its own application fees, we present the following list of reimbursable expenses associated with platting as if this were a private client:

City Tentative Plat Application Fee:	\$350.00
City Final Plat Application Fee:	\$350.00
City Planning and Zoning Hearing Boards:	\$1200.00 or \$0.90 per square foot, whichever is greater.
Preparation of Mailing Lists for Public Notices:	\$1000.00 (minimum) for an area within 500 feet of the Park property.
City handling/ mailing fee for Public Notices:	\$3.50 per property owner to be notified.
Record City Resolutions for Street closing:	\$6.00 first page, \$4.50 for each page following.
County Tentative Plat Application Fee:	\$1650.00, for less than 6 sites.
County Final Plat Application Fee:	\$900.00, minimum
Discharge of Liens, Waste Fees, FPL service:	To be determined.
Bonds for improvements:	To be determined.
Attorneys Fees for Opinion of Title/updates:	None. City Attorney (Law Department) will provide.

While the above comments and fees are by no means a comprehensive run-down on external labor, fees and costs associated with this project, it is our belief that you may use these as a basis for general budgetary and staff planning. We base this statement on our past platting experiences with the City of Miami with respect to private clients, as well as Miami-Dade Transit and as such, we trust that this information will be of some benefit to you.

On behalf of PBS&J, I thank you for this opportunity to present this revised proposal for consideration and look forward to your favorable response. In the interim, if you have questions or comments, please do not hesitate to contact me directly at 305-592-7275, Extension 3438 at your convenience.

Very truly yours,

Carlos M. del Valle, PLS
Associate Vice-President