

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
AGENDA

9-21-04 - 6:00 P.M.
CITY OF MIAMI
Miami Riverside Center
10th Floor Main Conference Rm.
444 S.W. 2nd Avenue
MIAMI, FLORIDA 33130

I. APPROVAL OF THE MINUTES OF THE MEETING OF JULY 27, 2004.

II. NEW BUSINESS:

- Land Acquisition for Little Haiti Park Parcel #101.

A. AUDIT COMMITTEE REPORT:

- Land Acquisition for Future Fire Station #14.
- Application for the Pan American Seaplane Terminal Historical and Structural Rehabilitation Grant.
- Orange Bowl Structural Condition Assessment 2004
- Site Furnishings at Kinloch Park.
- Site Furnishings at Juan Pablo Duarte Park.
- Site Furnishings/Lighting at Jose Marti Park.
- N.W.14th Street Improvement Project.

UPDATES:

1. Fire-Rescue Homeland Defense Preparedness Initiatives
2. Land Acquisition for Future Fire Station at 749 NE 79 Street.
3. Land Acquisition for Little Haiti Park Parcels 72 & 74.
4. Land Acquisition for Little Haiti Park Parcel 73.
5. Land Acquisition for Little Haiti Park Parcel 78
6. Little Haiti Park Survey of Alleyway near 59 St. N.E. 2nd Avenue.
7. Demolition and Construction of Parking Lot at 1501 S.W. 9 St.
8. Orange Bowl Stadium 2003 Structural Repairs
9. Increase in Contract – O. B. Stadium 2003 Structural Repairs.
10. Lemon City Park Grant.
11. Site Furnishings at Juan Pablo Duarte Park.
12. Walkways at Juan Pablo Duarte Park.
13. Playground and Site Furnishings at West End Park.
14. Playground Shade at Athalie Range Park.
15. Playground at West Buena Vista Park.
16. Shade Structure at Moore Park.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

*** PLEASE NOTE LOCATION CHANGE FROM THE CITY HALL- CHAMBERS TO THE MIAMI RIVERSIDE CENTER – 10TH FLOOR MAIN CONFERENCE ROOM.**

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

**7-27-04 - 6:00 P.M.
CITY OF MIAMI
CITY HALL - CHAMBERS
3500 Pan American Dr.
MIAMI, FLORIDA 33133**

The meeting was called to order at 6:12 p.m., with the following members found to be **present**:

Rolando Aedo
Mariano Cruz (left meeting at 6:49 p.m.)
Luis de Rosa
Robert A. Flanders (Chairman)
Jason Manowitz
Gary Reshefsky
Manolo Reyes (Vice Chairman)
Albena Sumner

Absent:

Kay Apfel
Luis Cabrera
Ringo Cayard
Walter Harvey (entered meeting at 6:23 p.m.)
David E. Marko
Jami Reyes (entered meeting at 6:28 p.m.)
Ronda Vangates

ALSO PRESENT:

Rafael O. Diaz, Assistant City Attorney
Jorge Cano, CIP Director
Danette Perez, CIP Liaison
Ed Blanco, Parks and Recreation
Marva Wiley, President, Model City Community Revitalization
District Trust
David Shorter, Executive Director, Virginia Key Beach Trust
Dirk Duval, Economic Development
Alejandra Argudin, Conferences, Conventions & Public Facilities
Sylvia Scheider, City Clerk's Office

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

HD/NIB MOTION 04-62

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

MOVED: M. REYES

SECONDED: M. CRUZ

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

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

II. **NEW BUSINESS:**

A. **AUDIT COMMITTEE REPORT:**

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

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

SOURCE OF FUNDS: Virginia Key Beach Park Improvements

Report by: David Shorter

Approved by Audit Committee on 7-20-04

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

HD/NIB MOTION 04-63

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

MOVED: L. DE ROSA

SECONDED: M. CRUZ

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

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

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

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

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

Report by: Dirk Duval

Approved by Audit Committee on 7-20-04

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

HD/NIB MOTION 04-64

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE ADDITIONAL FUNDING FOR THE DEMOLITION OF THE STRUCTURE AT 254 N.E. 59 TERRACE, LHP#68 IN CONNECTION WITH LITTLE HAITI PARK PROJECT.

MOVED: R. AEDO

SECONDED: W. HARVEY

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

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

- **Site Furnishings at Williams Park.**

TOTAL DOLLAR AMOUNT: \$52,000 (\$1.35 million allocated; estimated current balance is \$1,098,000.)

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions

Report by: Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: To install 4 metal louver windows in pump house. Demolish and remove approx 275 lineal feet of damaged concrete sidewalk. Cut and remove tree roots causing damage to sidewalks. Remove and install approx 200ft of 10ft high chain link fence and two metals by baseball stands. Spread existing fill over side rear area by baseball diamond to smooth out uneven surfaces. Prepare new area of work to install asphalt walkway around park. Approx 1,700ft long by 4ft wide overlay parking area with 1'asphalt and stripping of parking spots as required by code with one handicapped spot as on plan.

HD/NIB MOTION 04-65

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE WILLIAMS PARK SITE FURNISHINGS PROJECT.

MOVED: R. AEDO

SECONDED: M. REYES

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

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

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

TOTAL DOLLAR AMOUNT: \$33,000 (1.35 million allocated; estimated current balance is \$377,033

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions

Report by Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: Vita course Cost includes 10 Station Fitness cluster with 3 signs, #70 trap sand per cubic yard, Excavation/Disposal per cubic yard, 6' X 6' reinforced concrete curb per linear foot, DS500 60" Hex Bench-Inground diamond pattern, LR300P 32-Gal. Receptacle Perforated Patter, LR310 32 Gallon Rigid Plastic Liner, LR100 Inground Post Package. Flat top lid 8" diameter hole outward slope, etc.

HD/NIB MOTION 04-66

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE JOSE MARTI PARK SITE FURNISHINGS PROJECT.

MOVED: M. REYES

SECONDED: W. HARVEY

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

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

- **Wooden Deck for Playground at Jose Marti Park.**

TOTAL DOLLAR AMOUNT: \$8,000 (1.35 million allocated; estimated current balance is \$369,033)

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions

Report by Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: Proposal includes the removal of wood deck as installed adjacent to the playground. Approx 1800 SF of existing wood planks to be removed. Any deteriorated framing below existing deck to be replaced. All wood to be pressure treated and sealed as required. All deck planks to be replaced with American Ecoboard composite wood decking materials. All existing railings to be refinished and painted to match existing color. Scope of work for replacement of deck planks is inclusive of replacement of wood at all existing wood stairs adjoining to deck area.

HD/NIB MOTION 04-67

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE JOSE MARTI PARK PLAYGROUND/WOODEN DECK PROJECT.

MOVED: R. AEDO

SECONDED: M. CRUZ

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

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

- **Water Playground at Juan Pablo Duarte Park.**

Ed Blanco stated that a public hearing was scheduled for 7-28-04 to discuss general park improvements, including a water playground. There are some issues to work out still, but recommended proceeding with the project.

TOTAL DOLLAR AMOUNT: \$260,000 (\$800,000 allocated; estimated current balance is \$401,194)

SOURCE OF FUNDS: HDNI Bonds – Neighborhood Park Improvements & Acquisitions

Report by Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: Installation and Construction of new water play park – Installation by Hobbs Architectural Fountains.

HD/NIB MOTION 04-68

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE JUAN PABLO DUARTE PARK – WATER PLAYGROUND PROJECT.

MOVED: R. AEDO

SECONDED: M. CRUZ

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

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

- **Court Upgrades at Kinloch Park.**

TOTAL DOLLAR AMOUNT: \$10,000 (\$800,000 allocated; estimated current balance is \$790,000)

SOURCE OF FUNDS: HDNI Bonds – Neighborhood Park Improvements & Acquisitions

Report by Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: Proposal for court upgrades includes pressure cleaning and removal of mildew, checking courts for low spots, patch them as necessary, correct cracks with filler to smooth surface, re-stripe playing lines, paint lines and wall on racquetball courts, remove 2 existing basketball and install 2 MacGregor Gooseneck basketball, provide tools, materials, and labor.

- **Court Upgrades at Hadley Park.**

TOTAL DOLLAR AMOUNT: \$20,000 (1.35 million allocated; estimated current balance is \$1,017,200.)

SOURCE OF FUNDS: HDNI Bonds – Neighborhood Park Improvements & Acquisitions
Report by Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: Pressure clean court(s) and remove mildew prior to resurfacing. Cut all damaged asphalt areas, deroot and/or repair then replace with fresh asphalt. Flood Courts and check for spots, then will patch puddle areas as best as possible. Patch cracks with crack filler prior to resurfacing. Resurface existing court area, approx 100' X 200'as to California Products Corp specifications using Plexipave material with a 4-coat system, etc.

HD/NIB MOTION 04-69

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE KINLOCH PARK AND THE HADLEY PARK COURT UPGRADES PROJECTS.

MOVED: R. AEDO

SECONDED: M. CRUZ

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

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

- **Building Improvements/Roof at Belafonte Tacolcy Center.**

TOTAL DOLLAR AMOUNT: \$ 30,000 (\$300,000 allocated, estimated current balance is \$200,000)

SOURCE OF FUNDS: HDNI Bond - Neighborhood Park Improvements & Acquisitions
Report by Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: Cost includes installing roof system, tear off existing roof materials, install with new material any damaged wood 200sq/ft included. Install one ply of #75 felt base with tin-cap. Install new galv. vents and lead flashing at all plumbing vents. Install 26 gauge galv. flashing metal along parapet wall and stucco metal on top. Install gaftemp isolation 2' in a full mopping of an approved asphalt. . Install three plies of Gafglas with mopped hot asphalt. Install one ply of Mineral Cap Sheet with hot asphalt.

HD/NIB MOTION 04-70

A MOTION TO APPROVE THE AUDIT SUBCOMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK – BUILDING IMPROVEMENT/ROOF PROJECT.

MOVED: M. REYES

SECONDED: M. CRUZ

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

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

- **Irrigation at Belafonte Tacolcy Park.**

TOTAL DOLLAR AMOUNT: \$ 4,000 (\$300,000 allocated, estimated current balance is \$196,000)

SOURCE OF FUNDS: HDNI Bond - Neighborhood Park Improvements & Acquisitions
Report by Ed Blanco

Approved by Audit Committee on 7-20-04.

SCOPE OF PROJECT: Irrigation installation include 1-1½ HP Pump, 1-2" Galvanized Well, 1-Rain Sensor, 1-220v Intermatic Timer & 13-Rotor Pop-Ups.

HD/NIB MOTION 04-71

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

MOVED: L DE ROSA

SECONDED: M. CRUZ

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

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

UPDATES:

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

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

2. Dinner Key Marina Fuel Dock.

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

3. Neo Lofts Greenway Segment.

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

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

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

5. Appraisal Services for Little Haiti Park Parcel 92.

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

6. Land Acquisition for Little Haiti Park Parcel 79.

7. Land Acquisition for Little Haiti Park Parcel 91.

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

8. Steel Picket Fence at Eaton Park.

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

9. New Pool Heaters at Hadley Park.

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

10. New Playground Equipment at Curtis Park.

11. Site Furnishings at Curtis Park.

Ed Blanco reported that the City piggybacked on Dade County contract for the playground equipment and site furnishings at Curtis Park, but requested contractor not to proceed during the summer while kids are involved in summer program, until August 16, 2004.

12. Building Demolition at Sewell Park.

Ed Blanco reported this project was completed a few months ago.

13. Replacement of Monument at Bay of Pigs Park.

Ed Blanco reported this is a small contract, which was bid, but contractor decided not to do job, therefore, project (sign) is being bid again.

14. Landscaping and Reinforced Flooring at Jose Marti Park Community Center.

Ed Blanco reported these projects are completed.

B. JORGE CANO ADDRESSES THE BOARD.

Mr. Cano handed out graph showing the cumulative expenses program to date on homeland defense funds. Drainage project in Flagami is in the design proposal stage. There are more needs than there is money currently. Transportation engineers are to present design proposals for street improvements in the Design District, the FEC Corridor and Downtown. Northeast 2nd Avenue is slated for streetscape improvements. Contracts are being secured for design of street improvements in Model City. Design proposals are being requested for Sewell Park renovations, Robert King High Park. Design build proposal is being sought for Fern Isle, Lummus Park. Scope changes are being considered for Shenandoah Park regarding daycare center. Maceo Park's design is complete, which was done in-house. Flood mitigation will be given precedence. Securing bids from city approved vendors for Jose Marti Park to upgrade lighting. Brian Park is under construction. Bicentennial Park is under construction. Negotiating with consultant for prototype fire station design.

III. CHAIRPERSON'S OPEN AGENDA:

- Dates for September's Bond Oversight Board Meeting.
(9/2/04 & 9/28/04)

IV. ADDITIONAL ITEMS:

HD/NIB MOTION 04-72

A MOTION DIRECTING THE CAPITAL IMPROVEMENT PROJECTS DEPARTMENT TO PROVIDE THE HD/NIB BOARD WITH QUARTERLY OVERALL STATUS REPORTS OF ALL PROJECTS FUNDED WITH BOND FUNDS, WITH A BREAKDOWN OF PARKS, STREETS, SEWERS.

MOVED: G. RESHEFSKY

SECONDED: M. REYES

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

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

HD/NIB MOTION 04-73

A MOTION TO ADJOURN TODAY'S HD/NIB MEETING.

MOVED: M. REYES

SECONDED: R. AEDO

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

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

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 9/21/04 DISTRICT: 5
NAME OF PROJECT: Land Acquisition at 301 NE 62nd St-LHP # 101 in Connection with Little Haiti Park.
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Madeline Valdes (305) 416-1461
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$2,405,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$13,207,068.
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 - Madeline Valdes
DESCRIPTION OF PROJECT: The dollar amount requested of \$2,405,000 covers the land acquisition of \$2,350,000, cost of survey, appraisals, environmental reports, title Insurance & other closing cost associated with said acquisition.

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: 9/21/04
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

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

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

6. COMMENTS:
APPROVAL: [Signature] DATE: 9/21/04
BOND OVERSIGHT BOARD

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor and
Members of the City Commission

DATE :
FILE :
SUBJECT : Option to Purchase Real Property
Located at 301 NE 62nd Street LHP #
101 in Connection with Little Haiti
Park

FROM : Joe Arriola,
Chief Administrator/City Manager

REFERENCES :
ENCLOSURES: Resolution and Option Agreement

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution, by an affirmative vote of 4/5ths of the members of the City Commission, authorizing the City Manager to exercise the Option to purchase the property located at 301 NE 62nd Street, Miami, Florida, (the Property), as legally described in the Option Agreement between the City of Miami and Soul Harvest Miracle Revival Center, Inc., a Florida Not-for-Profit Corporation (Seller), attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$2,350,000.00, and to consummate said transaction in accordance with the terms of said Option Agreement. This Resolution further allocates funds in the amount of \$2,405,000.00 from the from the \$255 Million Homeland Defense/Neighborhood Improvement Bond to cover the cost of said acquisition inclusive of cost of survey, appraisals, environmental reports, title insurance and other closing costs associated with said acquisition.

BACKGROUND:

On September 25, 2001, Resolution No. 01-1029 was adopted directing the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area ("Park Project"). The boundaries for the Park Project as established by the City Commission are from Northeast 59th Street to Northeast 64th Terrace between Northeast 2nd and 4th Avenues, Miami, Florida. On April 11, 2002, Resolution No. 02-395 was adopted directing the City Manager to expedite the land acquisition for the Park Project approved in the \$255 Million Homeland Defense/Neighborhood Improvement Bond Issue. The property located at 301 NE 62nd Street, Miami, Florida ("Property") is within the park boundaries and is necessary as part of the land assembly required for Park Project.

An independent appraisal established the fair market value for the Property at Two Million Sixty-Five Thousand Dollars (\$2,065,000). The Department of Economic Development prepared, and the City Manager executed, an Option to Purchase Real Property Agreement ("Option Agreement") to purchase said Property for Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000), which includes an option payment of One Thousand Dollars (\$1,000.00). The Purchase Price exceeds the appraised value by 13.8%. As a condition for the purchase price exceeding the appraised value Seller shall provide the property free and clear of all tenants, demolish the 66-unit apartment/efficiency building, perform the removal of all debris and/or miscellaneous materials related to the demolition of the 66-unit structure. The Seller agrees that if at least (5) five business days prior to closing all conditions precedent to closing are not met, the Purchase Price will be automatically adjusted by Two Hundred Eighty-Five Thousand Dollars (\$285,000), a credit in favor of the City.

The Honorable Mayor and
Members of the City Commission
Re: Acquisition of Real Property
Located at 301 NE 62nd Street, Miami, Fla.
LHP # 101 in Connection with
Little Haiti Park
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It is a condition precedent to the validity of the Option Agreement and its execution by the City Manager that the City Commission approve the Option Agreement by a greater majority of a four-fifths (4/5ths) affirmative vote of its members, failing such approval the Option Agreement shall be automatically null and void without the necessity of further action by either party.

FINANCIAL IMPACT:

There is no impact to the City's General Fund. Total acquisition cost of \$2,405,000.00 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."


JA:LMH:KAC.mv.MOptionLHP101.doc

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY AN AFFIRMATIVE FOUR-FIFTHS (4/5THS) VOTE, AUTHORIZING THE CITY MANAGER TO EXERCISE THE OPTION TO PURCHASE THE PROPERTY LOCATED AT 301 NE 62nd STREET, MIAMI, FLORIDA ("PROPERTY"), AS LEGALLY DESCRIBED IN THE OPTION AGREEMENT BETWEEN THE CITY OF MIAMI AND SOUL HARVEST MIRACLE REVIVAL CENTER, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (SELLER), ATTACHED AND INCORPORATED, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, WITH A PURCHASE PRICE OF TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$2,350,000) AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID OPTION AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF TWO MILLION FOUR HUNDRED FIVE THOUSAND DOLLARS (\$2,405,000) FROM THE \$255 MILLION HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND TO COVER THE COST OF SAID ACQUISITION INCLUSIVE OF COST OF SURVEY, APPRAISALS, ENVIRONMENTAL REPORTS, TITLE INSURANCE AND OTHER COSTS ASSOCIATED WITH SAID ACQUISITION.

..Body

WHEREAS, Resolution No. 01-1029, adopted September 25, 2001, directed the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area ("Park Project"); and

WHEREAS, Resolution No. 02-395, adopted April 11, 2002, directed the City Manager to expedite the land acquisition for the Park Project approved in the \$255 Million Homeland Defense/Neighborhood Improvement Bond Issue; and

WHEREAS, the boundaries for the Park Project as established by the City Commission are from Northeast 59th Street to Northeast 64th Terrace between Northeast 2nd and 4th Avenues, Miami, Florida; and

WHEREAS, the property located at 301 NE 62nd Street, Miami, Florida (“Property”) is within the park boundaries and is necessary as part of the land assembly required for Park Project; and

WHEREAS, an independent appraisal was procured and established Two Million Sixty-Five Thousand Dollars (\$2,065,000) as the fair market value for the Property; and

WHEREAS, the Department of Economic Development prepared, and the City Manager executed, an Option to Purchase Real Property Agreement (“Option Agreement”) to purchase said property for Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000), which includes an option payment of One Thousand Dollars (\$1,000.00); and

WHEREAS, the Purchase Price exceeds the appraised value by 13.8%; and

WHEREAS, pursuant to Section 166.045 of the Florida Statutes, the Department of Economic Development is in the process of obtaining a second appraisal which is a condition prior to the acquisition of the Property; and

WHEREAS, as a condition for the purchase price exceeding the appraised value Seller shall provide the property free and clear of all tenants, demolish the 66-unit apartment/efficiency building, perform the removal of all debris and/or miscellaneous materials related to the demolition of the 66-unit structure; and

WHEREAS, Seller agrees that if at least (5) five business days prior to closing all conditions precedent to closing are not met, the Purchase Price will be automatically adjusted by Two Hundred Eighty-Five Thousand Dollars (\$285,000), a credit in favor of the City; and

WHEREAS, it is a condition precedent to the validity of the Option Agreement and its execution by the City Manager that the City Commission of the City of Miami approve the Option Agreement by a greater majority of a 4/5th vote of its members; and

WHEREAS, failing such approval the Option Agreement shall be automatically null and void without the necessity of further action by either party;

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 hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, the City Manager is authorized^{1/} to exercise the Option Agreement, in substantially the attached form, between the City of Miami and Soul Harvest Miracle Revival Center, Inc., a Florida Not-For-Profit Corporation, to purchase said property, as legally described in "Exhibit A," attached and incorporated, in connection with development of Little Haiti Park, with a total purchase price of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) and to consummate said transaction in accordance with the terms of said Option Agreement.

Section 3. This Resolution further allocates funds in the amount of Two Million Four Hundred Five Thousand Dollars (\$2,405,000) from the \$255 Million Homeland Defense/Neighborhood Improvement Bond to cover the cost of said acquisition, inclusive of cost of survey, appraisals, environmental reports, title insurance and other closing costs associated with said acquisition.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{2/}

PASSED AND ADOPTED this _____ day of _____, 2004.

Manuel A. Diaz, Mayor

ATTEST:

Priscilla A. Thompson
City Clerk

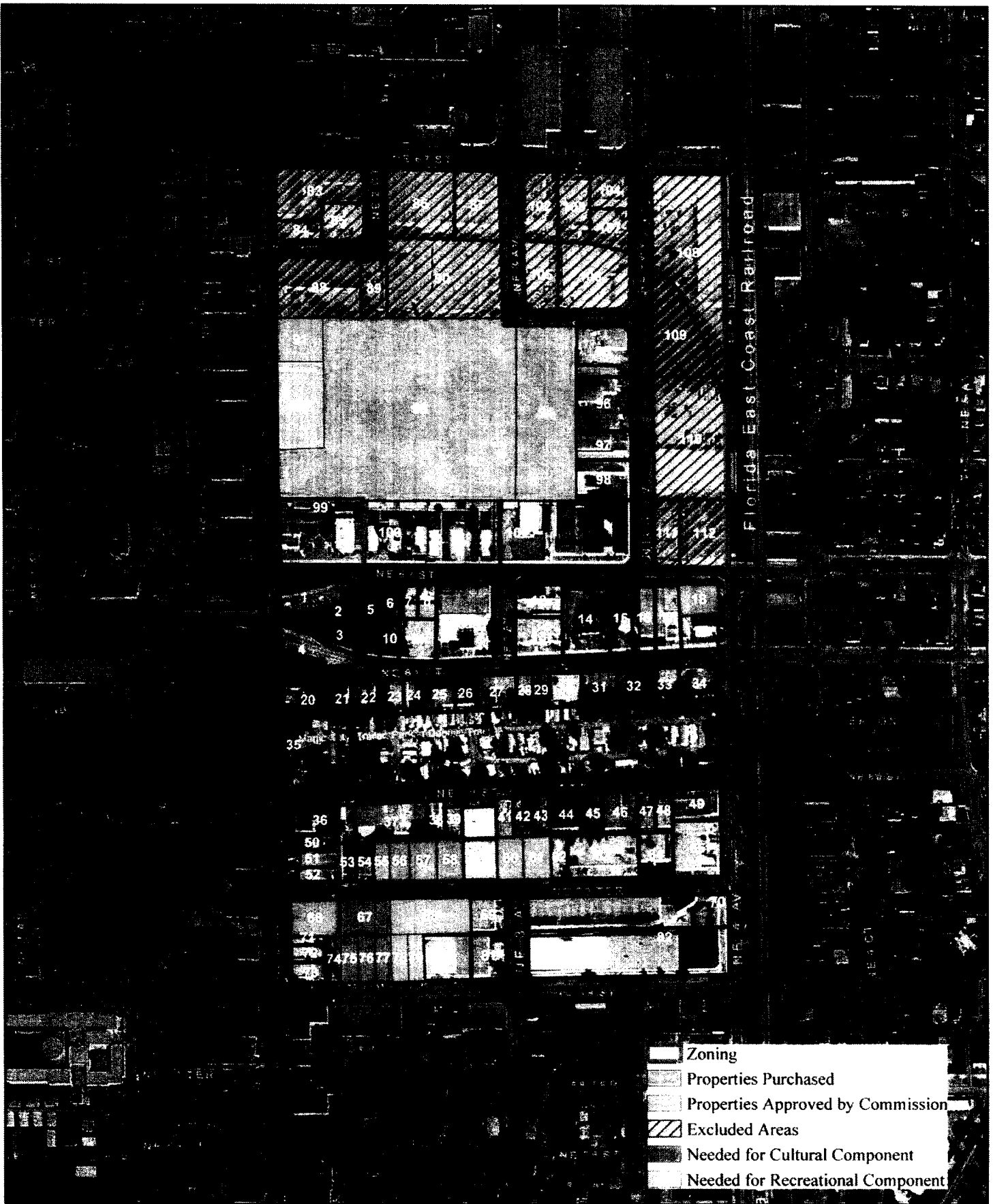
APPROVED AS TO FORM AND CORRECTNESS:

Maria J. Chiaro
Interim 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.



My Home
Miami-Dade County, Florida

miamidade.gov



Property Information Map



0 — 138 ft

This map was created on 8/30/2004 10:30:44 AM for reference purposes only.

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Close

Summary Details:

Folio No.:	01-3218-014-0020
Property:	301 NE 62 ST
Mailing Address:	SOUL HARVEST MIRACLE REVIVAL CTR 301 NE 62 ST MIAMI FL 33138-6016

Property Information:

Primary Zone:	7000 INDUSTRIAL
CLUC:	0022 MOTEL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	26,509
Lot Size:	73,152 SQ FT
Year Built:	1950
Legal Description:	18 53 42 1.68 AC JOYCE PROPERTIES PB 51-38 TRACT 2 LOT SIZE 73152 SQUARE FEET OR 18461-1139 0299 4

Sale Information:

Sale O/R:	123350141
Sale Date:	11/1984
Sale Amount:	\$419,110

Assessment Information:

Year:	2004	2003
Land Value:	\$256,032	\$219,456
Building Value:	\$887,209	\$854,756
Market Value:	\$1,143,241	\$1,074,212
Assessed Value:	\$1,143,241	\$1,074,212
Total Exemptions:	\$605,918	\$569,332
Taxable Value:	\$537,323	\$504,880

Prepared by:

City of Miami
Office of City Attorney
444 S.W. 2nd Avenue, Ste. 945
Miami, Florida 33130

OPTION TO PURCHASE REAL PROPERTY

THIS AGREEMENT is made this _____ day of _____, 2004, between Soul Harvest Miracle Revival Center, Inc., a Florida Not-for-Profit Corporation whose principal address is 301 N.E. 62nd Street, Miami, Florida 33138-6016 ("Optionor"), and the City of Miami, (hereinafter "City" or "Optionee") a municipal corporation organized and existing under the laws of the State of Florida, whose principal address is 444 S.W. 2nd Avenue, Ste. 325, Miami, Florida, 33130.

1. GRANT OF OPTION. Optionor hereby grants to City or Optionee the exclusive, irrevocable option to purchase all of the real properties located in Miami-Dade County, Florida, particularly described in Exhibit "A", together with all improvements, easements and appurtenances (collectively referred to hereinafter as the "Property"), in accordance with the provisions of this Agreement. Optionor herewith delivers to City a duly adopted, valid corporate resolution designating authorized representatives and granting such representatives the power and authority to enter into this Option Agreement and to take all necessary actions connected herewith. The Optionor covenants to convey the above-described Property by Warranty Deed to the City, or to such persons or entities that the Optionee may in writing assign or direct, for a price of Two Million Two Hundred Fifty Thousand (\$2,350,000.00) Dollars (the "Purchase Price"), which, after reduction by the amount of the Option Payment, and after review of the survey, and environmental audit as provided herein, is payable in full at closing. This Purchase Price presumes that the Property contains at least 73,152 square feet, to be confirmed by the Survey. In the event that the square footage is more than 73,152 square feet, the Purchase Price shall not be affected. In the event the square footage is less than 73,152 square feet, then the Purchase Price shall be adjusted to reflect a reduction based on \$30.76 per square foot. The determination of the final Purchase Price can only be made after the completion and approval of the survey, and environmental audit.

For Purchase Price in excess of Five Hundred Thousand Dollars (\$500,000.00) the City shall obtain at least two (2) appraisals by appraisers approved pursuant to Section 253.025 (6) (b), Florida Statutes. Pursuant to Section 166.045, Florida Statutes, if the agreed Purchase Price exceeds the average appraised price of the two required appraisals, the City Commission is required to approve the purchase of the Property by an affirmative vote of four-fifths of the City Commissioners. For Purchase Price under Five Hundred Thousand Dollars (\$500,000.00) the City shall obtain one (1) appraisal by appraisers approved pursuant to Section 253.025(6)(b), Florida Statutes.

2. ASSIGNMENT OF OPTION. The City may assign this option to any assignee and Optionor hereby consents to such assignment and will honor the option, as if the City had

exercised it. The City or its assignee may exercise this option at any time on or before the day written below as the Option Expiration Date by written notice to the Optionor. In the event that the City, its assignee or other holder of the option, shall decide to purchase the property at the Purchase Price and terms herein within that time, the amount paid for this option shall be credited to the Purchase Price.

3. OPTION TERMS. The option payment is One Thousand (\$1,000.00) Dollars ("Option Payment"). This Option Payment will be made within twenty (20) business days of the time the Optionee executes this Agreement. This is specific and independent consideration payable to the Optionor to grant the City, as Optionee, an exclusive, irrevocable option to purchase the Property in accordance with this Agreement. The duration of this exclusive, irrevocable option shall commence on the date the Optionor signs this Agreement and shall continue through November 31, 2004 ("Option Expiration Date"). During this time, the Optionor shall not lease, sell, option, transfer, offer or otherwise encumber the Property for sale to any other person or entity. Upon receipt thereof, Optionor shall acknowledge receipt of the Option Payment on the receipt provided by Optionee and return the same to Optionee. The Optionor will forward to Optionee within seven (7) business days of Optionee's execution of this Agreement copies of the previous title policy, surveys, and environmental reports, if any, related to the Property. The Option may only be exercised by the City Commission, during the period beginning with the Optionee's approval by execution of this Agreement, which exercise must be conveyed in writing to the Optionor, and ending on November 31, 2004 ("Option Expiration Date"), unless extended by other provisions of this Agreement. The closing shall occur within ~~One Hundred and Twenty~~ ^{C.I.P. Eighty} ~~(120)~~ ¹⁸⁰ days of the exercise of the option, unless such time is extended for good cause, pursuant to the terms of this Agreement. If the time to exercise the option is extended pursuant to the provisions of this Agreement, the Closing Date shall occur within sixty (60) days of the extended period.

The option money shall be fully refundable to City in the event any of the following occur: (a) the City Commission fails to approve the purchase of the real property; (b) if a survey ordered by the City of the Property shows any encroachment on the Property or that improvements intended to be or presently located on the Property encroach on the land of others; (c) an environmental audit and/or site assessment ordered by the City results in a finding that environmental contamination of the Property has resulted and the cost of clearing hazardous materials exceeds 5% of the Purchase Price, and the Optionor chooses to terminate this Agreement; (d) the Optionor cannot deliver 100% fee simple, fully good, clear insurable and marketable title; (e) the Optionor fails to perform the conditions precedent to closing set forth in §4 herein. If for any other reason other than (a)(b)(c)(d) or (e) above, the City, any assignee or holder of the option does not conclude the purchase within the time agreed upon for closing, or if the City, any assignee or holder of the option does not exercise the option, then the amount paid for this option shall be retained by the Optionor in full and complete satisfaction for holding the Property subject to that option for such time. Upon due exercise of this option, the Optionor will deliver to the City, or its assigns, for inspection at least thirty (30) days before the Closing Date, a warranty deed, a bill of sale, a no lien affidavit, and whatever other instruments in the opinion of the City are necessary to vest in Optionee 100 % fee simple, fully good, clear insurable and marketable title, which constitutes legal and unencumbered title to the Property as of the date of delivery of the deed. All such instruments will be in a form acceptable to the City Manager and approved as to legal form by the City Attorney and as to

insurance requirements by the Risk Management Administrator. Upon Optionor's fulfillment of all of the conditions precedent to closing, the City shall receive automatic credit of the Option Payment and any other credits or reductions pursuant to this Agreement against the Purchase Price and then shall deliver on the Closing Date the balance of the Purchase Price as payment in full to Optionor for the Property. This option may be recorded by the City in the Public Records of Miami-Dade County, Florida, and the holder of such option may purchase title insurance in an amount equivalent to the Purchase Price showing 100 % fee simple, fully good, clear insurable and marketable title in the Optionor.

4. CONDITIONS PRECEDENT TO CLOSING

A. This Agreement is also contingent upon Optionor's performance of and compliance with the express terms of the conditions precedent to closing specified herein and Optionee's funds for closing being available at closing. If such funds are not available and/or if the Optionor fails to comply with the conditions precedent specified herein, then Optionee may in its sole discretion declare this Agreement void and it shall have no further force and effect as of that date. Optionor shall have no recourse whatsoever, at law or equity, (other than retention of the Option Payment set forth in §2 herein), against Optionee or the Property as a result of any matter arising out of this agreement at any time. Optionee's funds necessary to close are the sole responsibility of Optionee. Other than retention of the Option funds of the City, Optionor shall have no recourse whatsoever, at law or equity, against the City or the Property as a result of any matter arising at any time, whether before or after fee simple title is conveyed to the City, relating to Optionee's funds. Should the City's funds not be available for any reason, Optionor may elect to terminate this Agreement by written notice to the parties without liability to any party.

B. In the event funds are not allocated and available for purchase of the Property at closing Optionor's sole and exclusive remedy and as agreed and liquidated damages will be to keep the Option Payment provided by §2 herein and the release of the Property from the instant option. The parties shall have no further responsibilities as to this Agreement. Optionor and Optionee acknowledge and agree that actual damages are difficult or impossible to ascertain and that the Option Payment is a fair and reasonable estimation of the damages of Optionor.

C. The parties acknowledge and agree that on or after the exercise of this option by the City, and at least thirty (30) days prior to closing the Optionor must fully comply with, and have performed the following conditions precedent to closing at its own cost and expense:

At closing Optionor will, by virtue of this section, and by execution of an affidavit, warrant and represent to Optionee that there are no parties in use and/or possession of the Property, other than the Optionor, and that there are no existing oral or written leases, subleases, licenses, other options to purchase, rights of first refusal, agreements or contracts for sale, use, or possession of or other interests covering all or any part of the Property (except as may be listed in the attached Exhibit B annexed hereto at the time of City Commission approval (IF APPLICABLE).

- (i) Optionor represents and warrants to the City that it has previously furnished to the City copies of any and all written leases, subleases, licences, agreements, contracts

for sale, other options or rights of first refusal (as applicable). estoppel letters from each tenant and subtenant, if any, specifying the nature, extent and duration of each tenant's and subtenant's occupancy, use, rental rate, advance rents, or security deposits paid by tenant and/or subtenant and estoppel letters from each optionee, contract vendors, and all others listed in Exhibit B. If there are none, then Exhibit B shall state "NONE". In the event the Optionor is unable to obtain these estoppels letters, Optionor represents and warrants that the Optionor has furnished the same information, true and correct, to City of Miami in the form of an affidavit.

- (ii) From the date of execution hereof, Optionor represents and warrants to the City that the Optionor shall not enter into any lease (oral or written), any sublease (oral or written), other option to purchase, agreement, contract for sale, or grant to any person(s) or entities any interest in the Property or any part thereof or encumber or suffer the Property or any part thereof to be encumbered by any mortgage, loan, mechanic's lien, workman's lien, or any other lien, without the prior written consent of the City which consent may be granted or withheld by the City in its sole discretion.
- (iii) Optionor agrees that it will take all necessary action, including the expenditure of all reasonable sums of money, to promptly terminate any and all leases, subleases, rights of occupancy, rights of use, options to purchase, other contracts for sale or purchase, options and any interest(s) of any other person(s) or entities, so that at closing the Optionor will convey the Property to the City free and clear of any and all such items and furnish to the City adequate, written evidence of such terminations, and provide the City at closing with an affidavit in the form attached hereto as Exhibit B.
- (iv) The Optionor agrees that if, at least five (5) business days prior to closing, all debris and/or miscellaneous materials are not removed from the Property, the Purchase Price will be automatically adjusted by the costs of such removal, credited in favor of the City. The Optionor agrees that such credit(s) will be automatically granted without the necessity of executing any addendum or amendment to this Agreement if the condition in this subsection is not fully complied with by the Optionor in the manner provided. The Optionor shall have no recourse from the granting of this credit.
- (v) Optionor agrees that the Purchase Price set forth above reflects and includes the agreed upon sum of ~~One~~ ^{C.I.P.} Hundred Eighty-Five Thousand (~~\$~~285,000.00) Dollars which the parties stipulate is the monetary value for removal of all tenants/occupants and for a licensed, certified, bonded and insured demolition contractor to demolish, cap the sewer, and remove all structures (excluding the House of Worship Building and any fencing securing the Property) from the Property prior to closing. This condition may be inspected by the City of Miami or its agents at any time prior to closing and following exercise of the option. The Optionor agrees that if, at least five (5) business days prior to closing, all structures (excluding the House of Worship Building and any fencing securing the Property) are not demolished on the ^{C.I.P.}

C.L.P.
①

C.L.P.
①

Property and all debris from the structures removed from the Property, the Purchase Price will be automatically adjusted by ~~One~~ ^{Two} Hundred Eighty-Five Thousand (\$~~285,000.00~~) Dollars credit in favor of the City. The Optionor agrees that this credit will be automatically granted without the necessity of executing any addendum or amendment to this Agreement if the condition in this subsection is not fully complied with by the Optionor in the time and manner provided. The Optionor shall have no recourse from the granting of this credit.

(vi) Optionor's obligations in this section are conditions precedent to the closing of this transaction.

5. A. ENVIRONMENTAL SITE ASSESSMENT. The City shall, at its sole cost and expense and at least thirty (30) days prior to the Closing Date, procure an environmental site assessment of the Property, which meets the standard of practice of the American Society of Testing Materials ("ASTM"). The City shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The examination of hazardous materials contamination shall be performed to the standard of practice of the ASTM. For Phase I environmental site assessment, such standard of practice shall be the ASTM Practice E 1527. If the Findings and Conclusions section of the assessment reports evidence of recognized environmental conditions, then a Phase II Environmental Site Assessment shall be performed to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on site. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B). The Phase I environmental site assessment shall be certified to the City and the date of certification shall be within 30 days before the date of closing. If a Phase II environmental site assessment is required, the City, at its sole, complete and unrestricted discretion, may extend the Closing Date for a reasonable period not exceeding an additional sixty (60) days, by providing written notice to the Optionor.

5. B. HAZARDOUS MATERIALS. In the event that the environmental site assessment provided for in paragraph 5. A. confirms the presence of Hazardous Materials on the Property, City, at its sole option, may elect to terminate this Agreement, the option money shall be fully refundable to the Optionee, and neither party shall have any further obligations under this Agreement. Should the City elect not to terminate this Agreement, Optionor shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Purchase Price, Optionor may elect to terminate this Agreement and no party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Optionor shall remain fully obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed and the City's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous

Materials in a manner consistent with all applicable Environmental Laws and at Optionor's sole cost and expense.

5. C. REMEDIES/RIGHT OF TERMINATION. If the City discovers, the presence of Hazardous Materials on the Property in levels or concentrations, which exceed the standards, set forth by DERM, the State or the Federal Government, City shall notify Optionor in writing and deliver to Optionor copies of all written reports concerning such Hazardous Materials (the "Environmental Notice"). The City and Optionor shall have seven (7) business days from the date the Optionor receives the Environmental Notice to negotiate a mutually agreeable remediation protocol. In the event the City and Optionor are unable to reach agreement with respect thereto within the seven (7) business day period provided herein, the parties shall have the right within two (2) calendar days of the expiration of the seven (7) business day period to cancel this Agreement by written notice to the other party whereupon (i) all property data and all studies, analysis, reports and plans respecting the Property delivered by City to Optionor or prepared by or on behalf of the City shall be returned and delivered to the City by the Optionor; and then (ii) except as otherwise hereafter provided in this Section, the parties shall thereupon be relieved of any and all further responsibility hereunder and neither party shall have any further obligation on behalf of the other; and (iii) City shall be refunded the Option Payment.

Further, in the event that either party elects to terminate this Agreement, Optionor shall indemnify and save harmless and defend the City, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Optionor shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the City as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Optionor shall indemnify and save the City, its officers, servants, agents and employees harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

6. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit. [Note: This Paragraph is provided for informational purposes pursuant to Section 404.056(7), Florida Statutes]

7. SURVEY. The City shall, at its sole cost and expense and not less than thirty-five (35) days prior to the Closing Date, obtain an updated boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of Optionee ("Survey"). The Survey shall be certified to City and the title insurer and the date of certification shall be within sixty (60) days before the date of closing, unless this sixty (60) day time period is waived by City and by the title insurer, in writing, for purposes of deleting

the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any encroachment on the Property or that improvements presently located or intended to be located on the Property encroach on the land of others, at the discretion of the City, the same shall be treated as a title defect.

8. TITLE INSURANCE. The City shall, at its sole cost and expense, and at least thirty-five (35) days prior to the Closing Date, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by the Optionee, insuring marketable title of the City to the Property in the amount of the Purchase Price. The City shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

9. DEFECTS IN TITLE. If the title insurance commitment or survey furnished to the City pursuant to this Agreement discloses any defects in title, which are not acceptable to City, Optionor shall, within thirty (30) days after notice from City, remove or cure said defects in title. Optionor agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If Optionor is unsuccessful in removing the title defects within said time or if Optionor fails to make a diligent effort to correct the title defects, City shall have the option at its sole, complete and unrestricted discretion to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Optionee; or (b) accept the title as it then is with no reduction in the Purchase Price; or (c) extend the amount of time that Optionor has to cure the defects in title; or (d) terminate this Agreement, thereupon releasing City and Optionor from all further obligations under this Agreement.

10. INTEREST CONVEYED. At closing, Optionor shall execute and deliver to the City a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying good, insurable and marketable title to the Property in 100% fee simple free and clear of all mortgages, loans, liens, reservations, restrictions, easements, leases, subleases, tenancies and other encumbrances, except for those that are acceptable encumbrances, in the sole opinion of City, and do not impair the insurability and marketability of the title to the Property or the intended use of the Property. The grantee in Optionor's Warranty Deed shall be the City of Miami, a municipal corporation of the State of Florida, unless the City has assigned this option as provided herein.

11. EXPENSES. Optionor will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, and any other recordable instruments that City deems necessary to assure good, insurable and marketable title to the Property.

12. CLOSING COSTS AND ADJUSTMENTS. At Closing, the following items shall be borne, adjusted, prorated or assumed by or between Optionor and Optionee as follows:

A. Adjustments and Prorations.

- 1) Taxes and Assessments: All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by

Optionor at closing. In the event the City acquires fee simple title to the Property between January 1 and November 1, Optionor shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the City acquires fee simple title to the Property on or after November 1, Optionor shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

- 2) Certified/Pending Liens: Certified, confirmed and ratified governmental liens and pending other liens as of the Closing Date shall be paid by Optionor.
- 3) Other Taxes, Expenses, Interest, Etc: Taxes (other than real property taxes), assessments, water and sewer charges, waste fee and fire protection charges, if applicable, shall be prorated as of the Closing Date.
- 4) Usual and Customary: Such other items that are usually and customarily pro-rated between purchasers and sellers of property in the area where the Property are located. All pro-rations shall utilize the 365-day method.

B. Closing Costs.

- 1) Each party shall be responsible for its own attorney's fees incurred in connection with the Closing.
- 2) Optionee shall pay all other closing and recording costs incurred in connection with the sale and purchase of the Property described in this Agreement, including, but not limited to:
 - (i) all inspection and environmental testing costs;
 - (ii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder;
- 3) Optionor will pay the documentary stamps, which will be credited as a reduction from the Purchase Price at closing;

C. Other Contract Documents Required:

Optionor acknowledges that the property is being acquired by a governmental agency and that the transaction is subject to certain state and local requirements, which include reporting and disclosure of information.

Optionor agrees to comply with the public disclosure and inspection requirements under Chapter 119, Florida Statutes; disclosure of beneficial interests under Section 286.23, Florida Statutes; certification regarding conflict(s) of interest under Chapter 112, Florida Statutes and Chapter 2, of the City of Miami Code and Section 2-11-1 of the Miami-Dade County Code; certification regarding Public Entity Crimes under Section 287.133, Florida Statutes, and in connection therewith, Optionor agrees to execute and deliver all documents required or requested by Optionee or any or other governmental authority, including, but not limited to:

1. Conflict of Interest and Non-Collusion Affidavit; and
2. Sworn Disclosure of Beneficial Interest if Seller is a partnership, limited partnership, corporation, limited liability company, or trust; and
3. Public Entity Crime Affidavit

Additionally, if property is acquired with federal funds Optionor shall provide Optionee with a receipt of Disclosure and Notices under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended from time to time, and Optionor shall comply with such other certification or reporting requirements as may be required under the Program Regulation or applicable federal and state laws or regulations.

13. CLOSING PLACE AND DATE. The closing (the "Closing Date") shall be on or before one hundred and ~~twenty~~ ^{sixty} (120) days after the date the City exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, survey, environmental site assessment, or any other documents required to be provided or completed and executed by Optionor, the closing shall occur either on the original closing date, or within sixty (60) days following the extension of the Option Expiration Date due to a Phase II Environmental Site Assessment, or within sixty (60) days after receipt of documentation curing the defects, whichever is later. City shall set the date, time and place of closing. The closing shall occur at a time and place to be set by the City at Suite 945, Miami Riverside Center, 444 SW 2nd Ave., Miami, Florida 33130, or at such other office address in Miami-Dade County, Florida as the City may designate.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Optionor assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the City in the same or essentially the same condition as of the date of Optionor's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Optionor, City may elect, at its sole option and complete, unrestricted discretion, to terminate this Agreement and neither party shall have any further obligations or responsibilities under this Agreement. Optionor represents and warrants that there are no parties other than Optionor in occupancy, use or possession of any part of the Property. Optionor agrees to clean up and remove, at its own cost, all abandoned personal property, refuse, garbage, junk, rubbish, vermin, trash and debris from the Property to the satisfaction of the City five (5) days prior to closing.

15. RIGHT TO ENTER PROPERTY, POSSESSION AND USE. Optionor agrees that from the date this Agreement is executed by Optionor, Optionee, the City and/or its agents, upon

reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Optionor shall deliver possession and use of the Property to the City at closing.

16. ACCESS. Optionor warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property and provide for such access.

17. DEFAULT. If Optionor defaults under this Agreement, City may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, including the reimbursement of any expenses incurred in involving the sale of the property, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Optionor's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, each party will bear its own attorney's fees.

18. BROKERS. Optionor warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement in substantially the attached form as set forth in Exhibit "C". Optionor shall indemnify and hold City harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by City in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by City, in which event City will provide written notice of assignment to Optionor. In case of such assignment, the City's assignee assumes all of the City's duties hereunder and may fully exercise every right and privilege of the City pursuant to this agreement. The City will in such instance be discharged from any responsibilities hereunder. Optionor shall not assign this Agreement without the prior written consent of City, which consent the City may grant or withhold in its sole, complete and unrestricted discretion as the City is relying on Optionor's 100% fee simple title to this Property.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Optionor's execution of this Agreement, Optionor's heirs, legal representatives, successors and assigns will be bound by it. Upon the City's exercise of the option, by and through its City Commission, the City and its successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous

agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER. Failure of City to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. WAIVER OF TRIAL BY JURY. The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury or to file permissive counterclaims or to claim attorney's fees from the other party in respect to any litigation arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for Optionor and City entering into this Agreement.

27. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment, supplement or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement and shall be annexed to the Agreement. The Resolution of the City Commission of the Optionee shall, in addition to approving the purchase contemplated under this Agreement, empower the City Manager of the Optionee to modify this Agreement in the event a modification to this Agreement becomes necessary or desirable.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated below, or such other address as is designated in writing by a party to this Agreement. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

City/Optionee:
City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

Optionor:
Soul Harvest Miracle Revival Center, Inc.
a Florida Not-for-Profit Corporation
Dr. Cora Lee Palmer
301 NE 62nd Street
Miami, Florida 33138-6016

Copies To:
Director, Department of Economic Development
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

City Attorney
City of Miami
444 SW 2nd Avenue, Suite 945

Miami, Florida 33130

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Optionor set forth in this Agreement shall survive the closing, the delivery and recording of the deed and the City's possession of the Property.

31. GOVERNING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of any conflicts of laws or other rules that would require the application of the laws of another jurisdiction. Venue for any action on or arising out of this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive the right to bring an action in any other venue that would be available absent this provision and acknowledge that such waiver is a condition of, and material inducement for, the City of Miami entering into this Agreement.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE OPTIONOR AS AN INVITATION TO MAKE AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE OPTIONOR ON OR BEFORE ~~August 17~~, 2004, THIS OFFER WILL BE VOID UNLESS THE CITY, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT, (2) PURCHASE PRICE, (3) THE CITY AND OPTIONEE APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY OPTIONOR, AND (4) APPROVAL BY AN AFFIRMATIVE VOTE OF FOUR-FIFTHS OF THE COMMISSIONERS OF THE CITY COMMISSION OF THE CITY OF MIAMI, FLORIDA IS REQUIRED AS A CONDITION PRECEDENT TO THE EXERCISE OF THIS OPTION.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

DATED this 27 day of AUGUST, 2004.

WITNESSES:

Leonard Hollins
Name: Leonard Hollins

Gloria Bennett
Name: Gloria Bennett

Optionor:

Soul Harvest Miracle Revival Center, Inc.,
a Florida Not-for-Profit Corporation

By: Dr. Cora Lee Palmer
Name: Dr. Cora Lee Palmer
Title: President and Director

WITNESSES:

Leonard Hollins
Name: Leonard Hollins

Estella Hollins
Name: Estella Hollins

By: Estella Hollins
Name: Estella Hollins
Title: Secretary, Treasurer and Director

(As to Optionor)

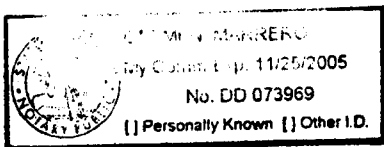
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Dr. Cora Lee Palmer and Estella Hollins, as President/Director and Secretary, Treasurer/Director of Soul Harvest Miracle Revival Center, Inc., a Florida Not-for-Profit Corporation, who first being duly sworn, depose and say that they executed the above instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 27 day of August, 2004.

- Personally known
- Produced as Identification:

(NOTARY PUBLIC)
SEAL



Carmen Marrero
Notary Public
Carmen Marrero
(Printed, Typed or Stamped Name)
Commission No.: DD 073969
My Commission Expires: 11/25/2005

Optionee:

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

By: _____
Joe Arriola, City Manager

ATTEST:

Date signed by Optionee

Priscilla A. Thompson, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Maria J. Chiaro
Interim City Attorney

Dania F Carrillo
Risk Management Administrator

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004,
by Joe Arriola, as City Manager for the City of Miami, a municipal corporation of the State of
Florida. I personally know him.

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)
Commission No.: _____
My Commission Expires: _____

Exhibit "A"

**Address: 301 NE 62nd Street
Miami, Florida 33138-6016**

Folio: 01-3218-014-0020

Legal Description: Tract 2 of Joyce Properties, Plat Book 51 at Page 38 of the Public Records of Miami-Dade County, Florida.

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 9/21/04 DISTRICT: 2

NAME OF PROJECT: APPLICATION FOR THE PAN AMERICAN SEAPLANE TERMINAL, HISTORICAL AND STRUCTURAL REHABILITATION GRANT

INITIATING DEPARTMENT/DIVISION: Grant Administration

INITIATING CONTACT PERSON/CONTACT NUMBER: Robert Ruano (305) 416-1532-Grants & Sarah Eaton (305) 416-1409 Planning & Zoning

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 327001

ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes, TOTAL DOLLAR AMOUNT: \$ 745,000 (5 Million allocated, 2.75 Million in 1st series. Approximate balance is \$1,547,500).

SOURCE OF FUNDS: HDNI bonds Historic Preservation Initiatives

ACCOUNT CODE(S): CIP # 327001 \$395,000

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

AMOUNT: \$350,000 EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Robert Ruano & Sarah Eaton

DESCRIPTION OF PROJECT: The project has two inter-related elements to safeguard the structure from storm surge and wind damage. The first element is assessing damage to structural columns by removing their concrete casings to examine for corrosion, and to replace columns subject to failure. Structural engineers will develop solutions to storm-proof the basement. The second element adds to storm and wind protection of the structure by replacing the entrance building front with impact resistant glass doors and windows that meet 100-year storm code specifications.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 8/26/04

Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 9/21/04

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: Attached is Sarah Eaton's recommendations (e-mail) on the allocation of the Historic Preservation Funds.

APPROVAL: [Signature] DATE:

BOND OVERSIGHT BOARD

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

Perez, Danette

From: Eaton, Sarah E.
Sent: Thursday, August 26, 2004 3:52 PM
To: Perez, Danette
Subject: RE: Special Category grant -- Pan Am Seaplane Terminal sufficiency items

Danette,

I just came to see you, but I was told that you had just left for lunch. I had every intention of attending the meeting at 5:30 pm, but I am feeling so bad that I have to go home. I gave Armando a copy of my original recommendations on the allocation of the historic preservation funds (I've also attached a copy for you), which shows that I recommended \$500,000 for the rehabilitation of City Hall. This project has always been a priority of mine and I asked Armando to let the subcommittee know that I fully support the allocation of funds. I also asked him to extend my apologies to the subcommittee for not being there. I would hope that it would help, you can also show them this email.

Thanks for your help, and

Sarah

-----Original Message
From: Perez, Danette
Sent: Thursday, August 26, 2004 3:52 PM
To: Johnson, Dianne
Cc: Corbelle, Armando
Subject: RE: Special Category grant -- Pan Am Seaplane Terminal sufficiency items

*Historic Preservation
 Initiatives
 CIP # 327001
 \$350,000
 Grant Match*

je
 nway, Mary
 erminal sufficiency items

Dianne:

FYI

The item is being supported by Johnson and Sarah Eaton. We have discussed this in detail with Mary, Jorge, Robert, Armando and Sarah. The dollar amount is greater than the \$50,000.

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: Johnson, Dianne
Sent: Thursday, August 26, 2004 1:13 PM
To: Jacks-Palomino, Charlene; Cano, Jorge
Cc: Corbelle, Armando; Perez, Danette; Eaton, Sarah E.
Subject: RE: Special Category grant -- Pan Am Seaplane Terminal sufficiency items

Who is representing this project to the Oversight Board & Audit Committee?

I recommend that you meet with Sarah Eaton to discuss how this project fits in with the other priority historic preservation projects of the City & determine if :
 a) \$50,000 is still available & would be supported by the Preservation Officer, and b) if she would support a greater contribution.

Dianne E. Johnson

8/26/2004

Government Affairs and Planning Administrator
Department of Capital Improvements
City of Miami
444 SW Second Avenue
8th Floor
Miami, FL 33130
phone 305-416-1285
fax 305-416-2153
email: djohnson@ci.miami.fl.us

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

From: Jacks-Palomino, Charlene
Sent: Thursday, August 26, 2004 9:58 AM
To: Johnson, Dianne
Cc: Corbelle, Armando
Subject: RE: Special Category grant -- Pan Am Seaplane Terminal sufficiency items
Importance: High

The next Bond Oversight Board meeting is on 9/2. However, the audit committee meets today at 5:30 to review the items for the 9/2 meeting.

In our letter to the State we offered \$50,000 match. However, the State is looking for a cash dollar to dollar match, which would be \$350,000.

The projected award date is Sept/Oct 2005.

The State has requested we provide the requested information ASAP to continue with the review process, which has to be completed before the Grant Review Panel meeting on Sept. 21.

Please see Armando's email below.

"Hi Jorge and Dianne,

We need to be able to commit at least \$50,000 to the project just to stay eligible. Project evaluation guidelines with respect to matching consider a match of 50% to less than 100% of the amount request is considered 'medium.' A \$50,000 match for the \$350,000 requested is still less than 15% of the amount requested.

Armando'

Charlene Jacks-Palomino
Contract Compliance Analyst
Department of Capital Improvements
City of Miami
444 SW 2nd Avenue, 8th floor
Miami, FL 33130
Phone (305) 416-1289
Fax (305) 416-2153

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

From: Johnson, Dianne
Sent: Wednesday, August 25, 2004 7:33 PM
To: Jacks-Palomino, Charlene
Cc: Eaton, Sarah E.
Subject: FW: Special Category grant -- Pan Am Seaplane Terminal sufficiency items

Please follow up as per Jorge's email. Find out if we have time to go to the Bond Oversight Board to commit the match before this reply must go back to State.

Dianne E. Johnson

Government Affairs and Planning Administrator
Department of Capital Improvements
City of Miami
444 SW Second Avenue
8th Floor
Miami, FL 33130
phone 305-416-1285
fax 305-416-2153
email: djohnson@ci.miami.fl.us

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

From: Cano, Jorge

Sent: Monday, August 23, 2004 7:28 PM

To: Johnson, Dianne

Cc: Conway, Mary; Corbelle, Armando; Ruano, Robert; Jacks-Palomino, Charlene; Perez, Danette; Saenz, Pilar; Poms, Allan I.

Subject: FW: Special Category grant -- Pan Am Seaplane Terminal sufficiency items

Dianne,

At the time of the letter (and even now) we couldn't officially commit Homeland Defense funds from the Historic Preservation category without first going through the Board. Mary suggested, and we agreed, that this project would likely be supported by the City Manager. Please follow up with Armando for clarification on "availability of funding", the award date, and to confirm the matching amount from the City. This will help us determine how best to respond to the Bureau of Historic Preservation. We may be able to reference Homeland Defense matching funds - contingent on review by Board and approval by Commission.

Mary, a number of historic preservation candidate projects that have been floated in the past by various commissioners will likely also compete for the limited funds in the Hist. Preservation category. We may want to consider that part or all of the matching funds come from the HD interest. You may wish to run by Manager. By copy to Pilar, can we come up with the HD interest share attributable to the Historic Preservation category.

Thanks,

Jorge

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

From: Corbelle, Armando

Sent: Monday, August 23, 2004 5:50 PM

To: Poms, Allan I.

Cc: Cano, Jorge; Jacks-Palomino, Charlene; Johnson, Dianne; Ruano, Robert

Subject: Special Category grant -- Pan Am Seaplane Terminal sufficiency items

Hi Allan,

David Ferro from the Bureau of Historic Preservation requests additional material to support our Special Category proposal for City Hall. The first request relates to the match and I will work with other CIPers (Jorge, Dianne, Charlene, etc. to resolve.)

Essentially, as it stands, the State considers that "the material in Attachment B (Jorge Cano's letter) fails to document the availability of funding (Local Cost Share) for the project." I think we can address that issue to the State's satisfaction.

The second requests is technical -- "Will the new framing replicate the appearance of the original framing?" I am sure that they are looking just for additional detail about the store front. I would like to go over with you this second requirement so I can draft the best possible answer.

8/26/2004

BOND ISSUE – HISTORIC PRESERVATION INITIATIVE

IDEAS FOR CONSIDERATION

Potential Methods to Determine Allocation of Funds

1. The Historic and Environmental Preservation Board could hold public meeting(s) to solicit ideas from the preservation community.
2. Since the City has been awarded a grant through the Preservation Development Initiative, we could request input from the panel of experts participating in the week-long strategy session on the best allocation of the funds to maximize the effectiveness.

Recommended Uses of the Funds

1. Match for Preservation Development Initiative Grant.
(Required match for grant from National Trust, which will provide up to \$1.8 million in technical assistance, grants and loan funds)
\$57,500 – first year
2. City-wide historic resources survey and preparation of designation reports.
(Survey is the basis of all historic preservation activity and as such will have an overall benefit to City residents.)
\$1,000,000 – spread over a period of five years

(55,000 pre-1960 parcels in the City of Miami)
(55,000 parcels @ \$50 per survey form = \$2.75 million)
(\$1,000,000 = 20,000 survey forms, plus update of existing forms)
3. Rehabilitation of City-owned historic sites.
(Rehabilitation of historic sites will have an economic development and a tourism benefit, as well as an operational benefit.)
\$2,000,000
 - High School Bungalow – contribution to relocation and rehabilitation
\$250,000 – already allocated and spent
(Total Cost - relocation - \$300,000; rehabilitation - \$770,000)
(State grants and fundraising should make up the difference)

- Gusman Theater - completion of restoration
\$500,000
(Paint, lighting, concession stand restoration - \$500,000)
(Completion in one summer; can start in 2003.)
(State has contributed at least \$2 million in grants since 1989; Miami-Dade County has contributed \$3.8 million; the proposed restoration activities are the type of costs that no one else will pay for.)
 - Former Black Police Precinct – rehabilitation
\$750,000
(Total cost - \$1.1 million)
(State grants and fundraising should make up the difference)
 - City Hall – restoration of historic features
Approximately \$500,000
(Assessment needed - no estimates have been obtained, nor has scope of work been established.)
(Potential items could include: exterior rehabilitation, including replacement of windows, etc.)
 - Fire Station No. 2 – rehabilitation
(Preferably, it should be offered for sale for rehabilitation by the private sector)
4. Enhancement program for historic districts and historic sites.
\$100,000+
- Installation of new street signs in all historic districts including historic street names
\$60,000
(Approximately 115 signs @ \$400-500 per sign)
 - Installation of historic markers/plaques
\$40,000
(Approximately 80 markers/plaques @ \$500 per marker)
5. Small loan program for owners of properties in historic districts or sites.
\$500,000 – can be spread over a period of several years
- Program could potentially be administered through Dade Heritage Trust's Revolving Fund, which is being funded with \$700,000 from Miami-Dade County.
 - Revolving Fund, however, is only a loan program. If the City prefers a grant program, the guidelines for the Revolving Fund would have to be modified, or the City would have to administer its own program.

- Issues to consider include eligibility of applicant (e.g., income level; owner-occupied) and type of work authorized with funds.
- Loan/grant could be used to make up difference between what historic guidelines call for and what owner would have spent.



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State
DIVISION OF HISTORICAL RESOURCES

RECEIVED
2004 AUG 23 PM 2:09
CITY OF MIAMI DEPT. OF
CAPITAL IMPROVEMENTS

August 18, 2004

Mr. Allan Poms, R.A.
City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, FL 33130

Pan American Seaplane Terminal
Application No. 05S - 114SC

Dear Mr. Allan Poms, R.A.,

The Bureau of Historic Preservation is evaluating the grant proposal you have submitted and is in need of the following additional material in order to complete your file:

- The material included in Attachment B fails to document the availability of funding (Local Cost Share) for the project. In question is a condition in the letter from the Deputy Director of Capital Improvements which reads as follows: "Final authorization of the allocation of matching funds is subject to the review of the Bond Oversight Board and the approval of the City Commission upon offer of grant award." Documentation of the current availability of at least \$50,000 and the allocation of those funds to the project is required for application eligibility.
- There is insufficient information in the application to allow assessment of the affect of the proposed new impact-resistant storefront glazing on the historic character of the building. Will the mew framing replicate the appearance of the original framing?

Please provide this as soon as possible so that this review can be completed before the Grant Review Panel meeting, which starts September 21. If you have any questions, please call 800-847-7278.

Sincerely,

David Ferro, R.A., Administrator
Architectural Preservation Services Section
Bureau of Historic Preservation

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

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

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

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

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

Palm Beach Regional Office
(561) 279-1475 • FAX: 279-1476

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

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

HISTORICAL RESOURCES GRANTS-IN-AID APPLICATION

- 1) PROJECT TITLE: Pan American Seaplane Terminal, Structural Assessment/Construction
- 2) APPLICANT ORGANIZATION City of Miami
- 3) AMOUNT of GRANT FUNDS REQUESTED: \$ 350,000
- 4) MATCH/LOCAL COST SHARE AMOUNT \$ 395,000

5) PROJECT TYPE (CHECK ONE PLEASE)

- a) MAJOR ACQUISITION & DEVELOPMENT or MUSEUM EXHIBIT GRANT to be FUNDED FROM GENERAL REVENUE APPROPRIATION (SPECIAL CATEGORY)
- b) ACQUISITION & DEVELOPMENT c) SURVEY & PLANNING d) COMMUNITY EDUCATION
- e) CERTIFIED LOCAL GOVERNMENT f) MAIN STREET g) NON-MATCHING h) HISTORIC MARKER

6) In the space provided below, briefly describe the project and the property or properties for which funding is requested:

The Pan American Seaplane Terminal facility served as a seaplane base for international travel to Latin America and the Caribbean. Its Dinner Key site directly on a sheltered portion of Biscayne Bay in Miami was chosen by Pan American Airways on the advice of Charles Lindburgh who saw the potential of Miami as a 'gateway' between the Americas. The Terminal building was designed in the Streamline Moderne architectural style by the firm of Delano and Aldrich, its principals graduates of the Ecole des Beaux Artes.

The facilities at Dinner Key were the first constructed exclusively for commercial passenger seaplane service and served as a model for those that followed in Rio de Janeiro, New York, and San Francisco. The Terminal played key roles in commercial aviation, Florida tourism, international trade, and statecraft. From the waters outside, a Boeing Clipper took President Roosevelt on his historic flight to meet with Churchill at Casablanca. That Conference led to planning for D-Day and the liberation of Europe. After World War II, Pan American Airways moved to Miami International Airport and the City purchased the property in 1950. Since 1954 the building has served as Miami City Hall.

The threats to this historic building include storm surges and the longer term and cumulative effects of wind and saltspray. The Terminal's basement has flooded many times over the years with the most significant damage arising from Hurricane Andrew in 1992. The hurricane allowed seawater and wind to destroy historical records stored in the basement. At that time and subsequent, structural columns were found with cracked concrete casings suggestive of spalling with fissures along their vertical axes, posing concerns of failure given the exposure of structural steel to chlorine from saltwater. The project has two inter-related elements to safeguard the structure from storm surge and wind damage. The first element is assessing damage to structural columns by removing their concrete casings to examine for corrosion, and to replace columns subject to failure. Structural engineers will develop solutions to storm-proof the basement. The second element adds to storm and wind protection of the structure by replacing the entrance 'building front' with impact resistant glass doors and windows that meet 100-year storm code specifications.

7) Attach a 3x5 photograph of the principal view of the property

See ATTACHMENT E

8) PROJECT LOCATION INFORMATION:STREET ADDRESS and CITY: 3500 Pan American DriveCOUNTY WHERE PROJECT IS LOCATED: Miami-Dade CountyCOMMUNITY POPULATION 362,470COUNTY POPULATION 2,253,362**9) APPLICANT INFORMATION:**ORGANIZATION NAME: City of MiamiADDRESS: 444 SW 2nd Avenue, 8th floorCITY: Miami STATE: FL ZIP 33130TYPE OF APPLICANT: **NON-PROFIT ORGANIZATION** **GOVERNMENTAL AGENCY;**

NAME AND TITLE OF

ORGANIZATION'S CHIEF OFFICER: Manuel A. Diaz, MayorAPPLICANT'S FEDERAL EMPLOYER IDENTIFICATION NO: 59-6000375

SAMAS NO.: (STATE AGENCIES ONLY) _____

ENDING DATE OF APPLICANT ORGANIZATIONS FISCAL YEAR: September 30DESIGNATED PROJECT CONTACT: Allan Poms, R.A.ADDRESS: 444 SW 2nd Avenue, 8th floorCITY: Miami STATE: FL ZIP 33130DAYTIME TELEPHONE NO: (305) 416-1245 EXT. _____ FAX NUMBER: (305) 416-2152EMAIL ADDRESS: APoms@ci.miami.fl.usORGANIZATIONS WEBSITE ADDRESS: www.ci.miami.fl.us**10) Florida Legislative and U. S. Congress Information**

State House Of Representatives District Number And Name Of Representative For Project Location.

DISTRICT NUMBER(S): 113 REPRESENTATIVE Manuel Prieguez

State Senate District Number And State Senator For The Project Location:

DISTRICT NUMBER(S): 35 SENATOR: Gwen Margolis

Congressional District Number And Name Of U.S. Congressional Representative For The Project Location

DISTRICT NUMBER(S): 18 CONGRESSMAN: Ileana Ros-Lehtinen

11) **APPLICANT'S GRANT HISTORY:** Has the applicant received previous grant assistance from the Department of State?
 If yes, specify the year, the project name, the Division that awarded the grant and the amount of the award.

<u>YEAR</u>	<u>DIVISION</u>	<u>PROJECT NAME</u>	<u>AWARD</u>
2001	Historical Resources	Little Haiti Survey	\$21,000
2000	Library & Info. Resources	Photo Collection, 1940-80s	8,000
1999	Historical Resources	Historic Virginia Key Plan	12,500
1998	Historical Resources	Tower Theater Restoration	235,000
1996	Historical Resources	Simpson Park: Community Educ.	3,500

12) INDICATE EACH TYPE OF HISTORICAL DESIGNATION CURRENTLY HELD BY THE PROJECT SITE:

- Individual National Register Listing Date Listed: 1974
- National Register District - Contributing Site Date of District Listing:
- Determined Eligible or Potentially Eligible (per Florida Master Site File)
- Individual Local Designation Local District Designation - Contributing Site None Of The Above

13) INDICATE THE LEVEL(S) OF LOCAL PROTECTION CURRENTLY AFFORDED THE SITE/AREA:

- Local Ordinance Local Ordinance Design Review Preservation Or Conservation Easement
- Protective Covenant Maintenance Agreement Other: (Specify)

14) Provide a brief explanation of Immediate Threats to the site or area such as proposed demolition, extensive structural damage, on-going site disturbance for archaeological sites, planned re-zoning, etc.

The immediate threat is the extent of damage to structural columns from past flooding. The effects of structural damage from past flooding will be addressed by examining structural columns and replacing those that could fail given corrosion caused by the interaction of chlorine from saltwater on exposed steel. The project addresses the longer term threat from flood and storm surges. These threats will be mitigated by the proposed installation of storm doors and windows as well as other water-proofing (epoxy coating on columns and sealants on exterior windows/doors.) Further, the non-original 'building front' entrance way will be replaced by impact-resistant glass doors and windows built to 100-year flood specifications.

15) Describe the Project Activities completed to date:

The City of Miami has undertaken a number of assessments of the structure related to the project. Further, it has repaired the roof and removed materials water-damaged from storms. The new roof adds to the exterior's ability to withstand rain and wind damage. The project now will assess structural conditions and undertake remedial construction when necessary. In a previous phase of restoration, the City -- with support from the State -- has restored ceiling paintings, murals, and beams inside the Terminal's ticketing area -- (now the City Commission Chamber) and made other interior restorations that directly support the proposed Phase II, exterior restoration and structural stabilization.

16) Describe the major elements of the project and indicate the entities (i.e. Consultant, in-house, volunteers) responsible for each element. Include in your description the estimated amount of time to accomplish each task. (Note: Grants awarded from the Division Historical Resources Operating Trust Fund will have 12 months in which to complete the project. Grants awarded from an appropriation of State General Revenue Funds will have 24 months).

ELEMENT	RESPONSIBLE ENTITY	TIME-FRAME
A. Architectural research & structural assessment	Architects/Structural Engineers	3 months
B. Design and prepare bid documents, pull permits	Architects/Structural Engineers	4 months
C. Review & approval from state	State of Florida	1 month
D. Bid and award construction contract	City	3 month
E. Remedial Construction	Contractor(s)	8 months
F. Punchlist & final	Architect/Contractor	1 month

17) What is the anticipated annual Cost Of Maintenance of the Historic Property, Archaeological Site, or Museum Exhibit upon completion of the project; and what is the source of the funding?

Future maintenance costs will be approximately 2% to 5% of the building replacement cost based on best management practices norms for historic structures. All maintenance will be funded by the City of Miami and provided by its General Services Administration.

18) Provide a brief description of the Educational Benefits this project will have on the local community and the state.

The benefits will be substantial. The restoration effort itself serves to educate the public about the value of preservation and local government's role in setting an example by safeguarding its historic legacy. The capital and human resources commitment made thus far by the City and the State for this facility exceed \$600,000.

As a young city, Miami has relatively few sites protected by ordinances or by listing in the National Register. This project will encourage owners of historic properties to seek out preservation status for their holdings. Currently, the building's interior is itself an educational exhibit of aviation history that featuring the restored ceiling art, polychrome beams, and other decorative features when the Terminal was a key aviation hub. Historic photos and artwork are accessible to the public. The project will demonstrate the long-term value of adaptive reuse by providing a highly visible and public example. Further, the Terminal may serve as a venue for lectures and presentation on aviation history, tourism, and Pan American Airways. South Florida has several historical societies, clubs, and former airline employee associations who would benefit from the Terminal as an occasional programming venue.

19) What is the estimated Annual Visitation for the project site?

Approximately 40,000 to 50,000 visitors

- 20) Provide a brief explanation indicating the direct impact of this project on minorities and the disabled. Include any alterations to the site that will make the site more accessible to the public.

Minorities make up almost 90% of the residents of the City of Miami (65.8% Hispanic, 22.3% African-American, and 0.9% Asian and other minorities). Because City Hall serves the entire population of Miami, the rehabilitation of the building will have a direct impact on minorities. The building is accessible to persons with physical handicaps. A recent restoration project improved that accessibility by upgrading ramps, markers, and resurfacing the Mayor's Balcony.

- 21) Provide a brief explanation of the Direct Economic Impact this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known.

This project will generate direct benefits through job creation, the purchase of local goods and services, and by providing a more appealing attraction to tourists and other visitors to the area which includes Dinner Key Marina, the Coconut Grove Convention Center, numerous major hotels, and the nearby Coconut Grove entertainment and shopping district. The City's "First Source Hiring Policy" would enhance the local economic impact, as it encourages contractors to hire from the local workforce with assistance from designated agencies.

22) SITE SIGNIFICANCE (FOR ALL ACQUISITION & DEVELOPMENT/SPECIAL CATEGORY PROJECTS or PROJECTS WHICH ARE SITE SPECIFIC):

- a) For Historic Structures and Archaeological Sites, Enter the Florida Master Site File Number: 8Da402
(Attach copy of the Site File Form as Attachment G)
- b) For Historic Structures, Date of the Original Construction: 1933
- c) For Historic Structures, Date(s) and Description of Major Alterations 1951, 1958
- d) Original Use of Historic Structure: Seaplane Terminal
- e) Current Use of Historic Structure: City Hall
- f) Proposed Use of Historic Structure: City Hall
- g) For Archaeological Sites, Provide the Cultural Affiliation of the Site and Dates of Use or Occupation
- h) Provide a statement of significance for the property/site:

The Pan American Seaplane Base and Terminal Building at Dinner Key is significant both in the history of modern air transportation and as an outstanding example of air terminal design. The Dinner Key base was the nation's busiest commercial seaplane terminal during the 1930's. Often described as the "Air Gateway Between the Americas", the base linked the United States with Latin America by way of air transportation, opening up major trade and passenger routes.

The terminal building was designed in the Streamline Moderne architectural style, considered especially appropriate for air terminals and other structures relating to high-speed travel. At the time of its construction, the terminal was the largest and most modern marine air terminal in the world. Said to be one of the best planned terminal buildings constructed for either land or marine airports, it was noted for its innovative layout plan for traffic handling and for its scientific design. This design allowed for the simultaneous handling of four airliners, a feature not previously found in air terminals.

23) Acquisition of Historic Properties

Full Purchase Price of the Historic Property Appraised Value of the Property:

The maximum grant share for Historic Property Acquisition project shall not exceed 50% of the value of the property as determined by the appraisal; the average of two appraisals, if two were obtained; or the average of the closest two appraisals, if more than two were obtained; or 50% of the purchase amount, whichever is less. Please refer to the Application Instructions for additional documents required for an acquisition project to be included as Attachment H

24) SURVEY & PLANNING GRANTS:

For Surveys, indicate the types of historical resources to be surveyed.

a) Provide the title and publication date of any previous surveys in the survey project area.

b) Provide an Estimate of How Many Florida Master Site File Forms will be produced:

Newly Recorded Sites: Florida Master Site File Updates:

(Note: Surveys that record or update more than 35 site locations must produce paper Florida Master Site File forms and also submit the site file data in the electronic data entry program *SmartForm* provided by the Florida Master Site File.)

c) Enter the Acreage of the area to be surveyed:

d) For National Register Nominations, indicate the number of anticipated:

Individual Nominations: District Nominations:

e) Will a multiple property cover nomination be produced? Yes No

25) FOR ALL COMMUNITY EDUCATION PROJECTS:

a.) For Audio-Visual Productions, Books, Pamphlets, Walking Tour Brochures, etc., Explain how the product will be Marketed and/or Distributed:

b.) How many minutes/pages is the product?

c) How many copies of the product will be produced?

d) If the printed/media materials are proposed for distribution, will there be a per item charge? Yes No. If Yes, provide the estimated charge

e) For **Educational Materials**, is the local school system actively involved in your project? Yes No. If Yes, describe their participation to date and anticipated participation in this project.

f) Do you intend to integrate your project into the Florida Heritage Education Program? Yes No.

g) HISTORIC MARKERS

For Historic Markers, include Form No. HR3E171294 from the Bureau of Historic Preservation as Attachment I.

26) FOR ALL MUSEUM EXHIBITS PROJECTS (Special Category Museum Projects):

a.) In the space below, describe the Florida History museum exhibit for which funding is requested.

b) Provide an estimate of the square footage of the museum exhibit being proposed:

27) Justification of Historical Theme: Explain why this exhibit is important to Florida History

28) Detailed Description of exhibit work: Describe each of the following major elements of the exhibit in sufficient detail to demonstrate how the exhibit will be implemented and what methods will be used to achieve your goals. Include research, artifact selection, text/script, design, fabrication, installation, educational programming, promotion and maintenance. Attach completed museum exhibition designs with appropriate sketches as Attachment J.

A large, empty rectangular box with a black border, intended for the applicant to provide a detailed description of their exhibit work, including research, artifact selection, design, fabrication, installation, educational programming, promotion, and maintenance. The box is currently blank.

29) PROJECT BUDGET

BUDGET ITEMS	GRANT FUNDS	MATCHING FUNDS or LOCAL COST SHARE	SUB-TOTAL
Structural Assessment/Remedial Construction	\$300,000	\$235,000	\$535,000
Exterior -- removal of 'building front' & installation of new entrance way	\$0	\$100,000	\$100,000
Architect's and Engineer's Fees, 10% of construction costs	\$50,000	\$15,000	\$65,000
Project Management, 9% of construction costs	\$	\$45,000	\$45,000
	\$	\$	\$
	\$	\$	\$
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TOTALS	\$350,000	\$395,000	\$745,000
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30) **Matching and Local Cost Share Funds:** List the sources and amounts of confirmed matching funds. (For items involving personnel, indicate the number of hours to be spent on project activities with their per/hour value and the project activities to be performed.) For matching grant projects, funds must not be expended before execution of a Grant Award Agreement. For Special Category grant projects, clearly indicate 1) the resources contributed to the project during the preceding five (5) year period and 2) the resources available for the project during the period for which funding is requested.

The City of Miami's source for its match of \$395,000 is from the Historical Preservation Initiatives Project, #327001, from proceeds of the Homeland Defense Neighborhood Improvement Bond issue approved by City residents in 2001.

Structural assessment/remedial construction -- \$235,000

Exterior -- removal of 'building front' and installation of new entrance way - \$100,000

Architect's and Engineer's Fees -- 10% of construction costs - \$15,000

Project Management -- 9% of construction costs - \$45,000

CERTIFICATIONS

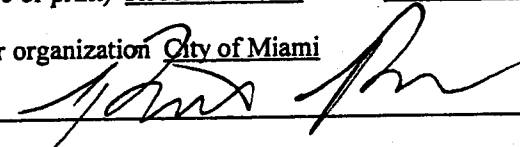
31) **Applicant certification:** This certification must be signed by the duly authorized representative of the applicant organization or agency before the application will be considered for funding assistance.

I certify that the information contained in this application is true and correct to the best of my knowledge, and that I am the duly authorized representative of the applicant.

Name (type or print) Robert J. Ruano Title Grant Administrator

Agency or organization City of Miami

Signature _____



Date 5/28/04

32) **Owner concurrence:** If the applicant does not own the property, the owner of record must sign the following statement indicating concurrence with the proposed project and this application for grant assistance.

I, the undersigned, am the owner of the property identified under item 8) *Project Information* on Page Two of this application and hereby acknowledge my support for and full concurrence with this application.

Name (print or type) _____

Signature _____

Date _____

Address _____

City _____ State _____ Zip _____

Daytime telephone _____ FAX Number _____

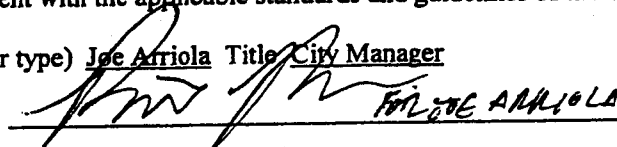
33) Agreement to Execute Restrictive Covenant (SPECIAL CATEGORY & ACQUISITION PROJECTS ONLY):

For projects involving historic properties and those involving archaeological sites which will be maintained subsequent to the completion of the project, the owner, long-term lessee or other responsible party must sign the following statement indicating agreement to execute a 10 year restrictive covenant to run with the property deed, should a grant award be made.

I, the undersigned, am the duly authorized representative of the owner, long-term lessee, or other organization or agency having responsibility for maintenance of the property identified under item 8) *Project Information* on Page Two of this application subsequent to completion of the project for which funding is requested. I hereby indicate agreement to execute a restrictive covenant through which the organization or agency I represent will commit to maintenance of the referenced property in accordance with good preservation practice and the applicable standards and guidelines of the Secretary of the Interior for a period of ten years. I further agree that the organization or agency will not make any modifications to the property (other than routine repairs and maintenance) without review of the plans and specifications by the Bureau of Historic Preservation and that every effort will be made to design any modifications in a manner consistent with the applicable standards and guidelines of the Secretary of the Interior.

Name (print or type) Joe Arriola Title City Manager

Signature _____



Date May 28, 2004

Address 3500 Pan American Drive

City Miami State FL Zip 33133

Daytime telephone (305) 250-5400 FAX Number (305) 250-5410

ATTACHMENT CHECKLIST

34) The following supporting documents are attached to this application:

- Attachment A:** Civil Rights Assurance of Compliance form .
- Attachment B:** Documentation of Confirmed Match or Local Cost Share
- Attachment C:** Letters of Support, Endorsement, or Resolutions.
- Attachment D:** Photographs describing the existing condition of the property or site.
- Attachment E:** A single, 35mm color slide showing the principal view of the subject property or an image which conveys the purpose of the project. (Note: Please place the slide into a protective cover or envelope)
- Attachment F:** If completed, architectural project schematics or construction documents (ONE SET ONLY) (ACQUISITION AND DEVELOPMENT and SPECIAL CATEGORY PROJECTS).
- Attachment G:** Copy of Florida Master Site File Form.
- Attachment H:** For Acquisition projects only: A complete summary appraisal prepared by a Florida State Certified General Real Estate Appraiser (two appraisals are required if the value of the first appraisal exceeds \$500,000), an ownership and encumbrance search, an executed option or purchase agreement, property survey, and (if applicable) a copy of a professional archaeological survey if the property is being proposed for purchase as a significant archaeological site.
- Attachment I:** For historic marker projects only: Florida Historic Marker Application Form No. HR3E171294 and verification of review and approval by the Florida Marker Council
- Attachment J:** If completed, museum exhibition designs with appropriate sketches (MUSEUM EXHIBIT PROJECTS ONLY).
- Attachment K:** For non-profit organizations only: documentation of non-profit status.
- Attachment L:** Optional Attachments

ATTACHMENT A

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CIVIL RIGHTS ASSURANCE OF COMPLIANCE

City of Miami (hereinafter called "Applicant-Recipient") hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Florida Department of State and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

The Applicant-Recipient also agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Florida Department of State, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Florida Department of State.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

May 28, 2004
Dated

Joe Arriola, City Manager
Applicant-Recipient

By  FOR JOE ARRIOLA
(President, Chairman of Board or
Comparable authorized Official)

3500 Pan American Drive
Miami, FL 33133
APPLICANT-RECIPIENT'S MAILING ADDRESS

City of Miami



JOE ARRIOLA
City Manager

May 28, 2004

Mr. Frederick Gaske
Bureau Chief
Florida Bureau of Historic Preservation
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Re: Application for the Pan American Seaplane Terminal, Historical and Structural Rehabilitation

Dear Mr. Gaske:

The letter serves to confirm the availability of the cost share specified by the City of Miami in its application, *Pan American Seaplane Terminal, Historical and Structural Rehabilitation*, submitted under the Special Category Grant Program. The City's cost share, the local match, of \$395,000 is available from the City of Miami Historic Preservation Initiatives Project, #327001 Homeland Defense Neighborhood Improvement Bonds. Final authorization of the allocation of matching funds is subject to the review of the Bond Oversight Board and the approval of the City Commission upon the offer of a grant award.

Please feel free to contact my office if you have any questions.

Sincerely,

Jorge Cano, Deputy Director
Department of Capital Improvements

CP 6-1-04



2004-2005 OFFICERS

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Lian A. Walby

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Michael Beerman

My Boncurant

My Helc

Olfo Henriques

Th Jacobs

Ilye Jude

ncy Liebrnan

omas J. Matkov

lie Pantin

a Moore Parks

abeth Plater-Zyberk

nette Poole

Athale Range

ah Schaefer

Slesnick

Sosa

Uguccione

EXECUTIVE DIRECTOR

My Roper Matkov

May 26, 2004

Mr. Fred Gaske, Director
Division of Historical Resources
R. A. Gray Building
500 S. Bronough Street
Tallahassee, FL 32399

Dear Mr. Gaske,

Dade Heritage Trust, the largest historic preservation nonprofit organization in Miami-Dade County, applauds the City of Miami's efforts to restore and protect the Pan American Seaplane Terminal, which is the Miami City Hall. It is a building of great historic significance to our State and South Florida.

The City of Miami recently expended \$1.7 million on restoration efforts for the interior of City Hall, and another \$260,000 is budgeted for roof repairs. DHT has partnered with the City on various historical preservation efforts and welcomes the Mayor's commitment to extend preservation efforts throughout the City. We awarded the City of Miami a Dade Heritage Trust Preservation Award for its restoration work on the City Hall last year, and the Florida Trust likewise honored the City of Miami this past May.

Dade Heritage Trust is delighted with the City's enlightened efforts—we believe conducting City Commission meetings in an historic building enhances good governance!-- and we encourage your support for their Special Category Grant.

Sincerely,

Becky Roper Matkov
Executive Director

cc: Mayor Manuel A. Diaz, City of Miami Commissioners, City Manager Joe Arriola, City Clerk, City Attorney

FLORIDA MASTER
SITE FILE

FDHRM 802==

STATE OF FLORIDA
DEPARTMENT OF STATE
Division of Archives, History
and Records Management
DS-HSP-3A

Site No. _____ 1009==

Site Name ~~Pan American Seaplane Base and~~ _____ 830

~~Terminal Building~~

Other Name(s) for Site _____ 930==

Other Nos. for Site _____ 906==

Type of Site Buildings _____ 832==

Location of Site:
County Dade _____ 808==

Instructions for locating site (or address) 3500 Pan American Drive

Dinner Key, Coconut Grove, Florida

_____ 813==

Ownership:

Owner of Site: Name City of Miami _____ 902==

Address 3500 Pan American Drive, Dinner Key, FL _____ 903==

Occupant, Tenant or Manager:
Name City of Miami _____ 904==

Address 3500 Pan American Drive, Dinner Key, FL _____ 905==

Form Prepared By:

Reporter (or local contact):
Name Mary K. Evans _____ 816==

Address _____ 817==

Recorder:

Name & Title Mary K. Evans, Historic Sites Specialist _____ 818==

Address Dept. of State, Div. of Archives, History _____ 819==

and Records Management _____ 820==

Date of Site Survey June 26, 1972

Previous Survey(s), Excavation(s) or Collection(s) (Enter title of survey, date, whether Federal, State, County or Local, Location of Survey Report(s) and Material's Collected).

N/A

_____ 839==

Photographic Record Numbers 72-N-07-234-235; 73-N-03-8

_____ 860==

Location of Site (Specific):

1:24000; 1962, photorev. 1969

Map Reference (incl. scale & date) Key Biscayne Quad.; 7.5' series; 812==

Township	Range	Section	1/4 Sec.	1/4 1/4 Sec.	1/4 1/4 1/4 Sec.
54S	41E	22			

812==

LATITUDE AND LONGITUDE COORDINATES DEFINING A POLYGON LOCATING THE PROPERTY			LATITUDE AND LONGITUDE COORDINATES DEFINING THE CENTER POINT OF A PROPERTY OF LESS THAN TEN ACRES		
CORNER	LATITUDE		LONGITUDE		
	Degrees	Minutes	Seconds	Degrees	Minutes
NW	N25°	43'	49"	W80°	14' 05"
NE	25°	43'	41"	80°	13' 57"
SE	25°	43'	32"	80°	14' 08"
SW	25°	43'	40"	80°	14' 16"
	.	.	"	.	"
	.	.	"	.	"

812==

Global Reference Code

884==

Description of Site:

Site Size (approx. acreage of property) approx. ten acres

833==

Present Condition of Site

<input type="checkbox"/> Excellent 863== <input checked="" type="checkbox"/> Good 863== <input type="checkbox"/> Fair 863==	<input type="checkbox"/> Deteriorated 863== <input type="checkbox"/> Ruins 863== <input type="checkbox"/> Unexposed 863==	<input checked="" type="checkbox"/> Altered 863== <input type="checkbox"/> Unaltered 863==	<input type="checkbox"/> Moved 863== <input checked="" type="checkbox"/> Original Site 863==
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Present & Original Physical Appearance (use continuation sheet if necessary)

The Pan American Terminal building and hangars at Dinner Key were the major structures comprising the Pan American Clipper Ship base in the 1930's. The entire complex, at one time consisting of 43 acres, included several huge hangars, maintenance buildings, and the passenger terminal which has served as the Miami City Hall since 1954.

Prior to construction of the terminal in 1933, two immense steel hangars were erected. Each structure was 140 ft. square with entrances 28 ft. wide and a clearance space of 128 ft. In 1937 a third hangar measuring 210 ft. x 180 ft., and containing 54,000 square feet of space was built. In 1938, the final group of hangars was completed. The physical arrangement of terminal building and hangars followed a "V" shape, with the terminal at the center point of the "V." The hangar units were used for maintenance and machine shops, operation and storage. The two largest units, northwest of the terminal building, were joined together and converted to an exposition building when the City acquired the property in 1946. These hangars, containing 76,000 square feet of space, presently serve as a convention hall and auditorium.

CONTINUATION SHEET

Description (continued)

The terminal building is a two-story rectangular shaped building with white stucco exterior walls and a flat roof. Dimensions are 138 ft. x 69 ft. Construction material is structural steel and masonry with stuccoed walls and concrete foundations supported by pilings. The center portion of the terminal is two stories high, with one-story extensions on each side. Extending around the building just below the cornice is a frieze of winged globes and rising suns, connected at the corners by sculptured eagles. The words "Miami City Hall" appear on the main facade, above the main entry. The entrance is located in the center of the main facade and is covered by a wide, curving overhang. The doors are modern glass and aluminum, replacing the originals. They open into a two-story lobby with enclosed balcony spaces at the second level. This area is now utilized for offices, but formerly served as a restaurant and cocktail lounge overlooking Biscayne Bay. Tak offs and landings could be observed from an outer promenade on the second floor. At the first floor level were waiting rooms, an international mail office, customs, public health offices, immigration, and ticket counters. A giant, three and one-half tone revolving world globe in the lobby once attracted thousands of visitors to the building. The globe has since been relocated to the Museum of Science in Miami, Florida.

Four covered steel gangways led to the docking floats. Below the main level, on the ground floor, was a series of passageways which separated incoming from outgoing passengers.

Approach to the terminal building is via a wide landscaped boulevard ending in a traffic circle directly in front.

General Use (check one or more as appropriate)

<input type="checkbox"/> Agricultural 830==	<input type="checkbox"/> Government 835==	<input type="checkbox"/> Park 838==	<input type="checkbox"/> Transportation 839==
<input checked="" type="checkbox"/> Commercial 830==	<input type="checkbox"/> Industrial 835==	<input type="checkbox"/> Private Residence 838==	Other (Specify):
<input type="checkbox"/> Educational 830==	<input type="checkbox"/> Military 835==	<input type="checkbox"/> Religious 838==	839==
<input type="checkbox"/> Entertainment 830==	<input type="checkbox"/> Modern 835==	<input type="checkbox"/> Scientific 838==	839==

Period (check one or more as appropriate)

<input type="checkbox"/> Pre-18th Century 840==	<input type="checkbox"/> 18th Century 842==	<input checked="" type="checkbox"/> 19th Century 842==
<input type="checkbox"/> 18th Century 840==	<input type="checkbox"/> 17th Century 842==	<input type="checkbox"/> 16th Century 842==

Specific Dates: Beginning 1930 844== Ending 1938 846==

Areas of Significance (check one or more as appropriate)

<input type="checkbox"/> Aboriginal Prehistoric 910==	<input type="checkbox"/> Education 910==	<input type="checkbox"/> Political 910==	<input type="checkbox"/> Urban Planning 910==
<input type="checkbox"/> Aboriginal Historic 910==	<input type="checkbox"/> Engineering 910==	<input type="checkbox"/> Religion/Philosophy 910==	Other (Specify):
<input type="checkbox"/> Agriculture 910==	<input checked="" type="checkbox"/> Industry 910==	<input type="checkbox"/> Science 910==	910==
<input type="checkbox"/> Architecture 910==	<input type="checkbox"/> Invention 910==	<input type="checkbox"/> Sculpture 910==	910==
<input type="checkbox"/> Art 910==	<input type="checkbox"/> Landscape Architecture 910==	<input type="checkbox"/> Social/Humanitarian 910==	910==
<input checked="" type="checkbox"/> Commerce 910==	<input type="checkbox"/> Literature 910==	<input type="checkbox"/> Italian 910==	910==
<input type="checkbox"/> Communications 910==	<input checked="" type="checkbox"/> Military 910==	<input type="checkbox"/> Theater 910==	
<input type="checkbox"/> Conservation 910==	<input type="checkbox"/> Music 910==	<input checked="" type="checkbox"/> Transportation 910==	

Thematic Classification

<input type="checkbox"/> Aboriginal 912==	<input type="checkbox"/> Military 912==	Other (Specify):
<input type="checkbox"/> Architectural 912==	<input type="checkbox"/> Political 912==	912==
<input type="checkbox"/> The Arts 912==	<input type="checkbox"/> Society 912==	912==
<input type="checkbox"/> Exploration & Settlement 912==	<input checked="" type="checkbox"/> Science & Technology 912==	912==

Statement of Significance (use continuation sheet if necessary)

The Pan American Seaplane base in Coconut Grove, Florida is a landmark site in the history of the aviation industry. Dinner Key was a small island in Biscayne Bay, and was joined to the mainland during World War I to provide a training field for the U.S. Navy. After the War, the base was used by non-scheduled commercial fliers, until the naval facility was destroyed by the 1926 hurricane. In 1930, a newly-formed airline company, known as Pan American Airways, and symbolized by eagles and globes, acquired the New York-Rio-Suenos Aires Airline. This company flew twin-engine Commodore flying boats between Miami and Buenos Aires.

The former naval air base at Dinner Key was selected as the base for its inter-American operations with the inaugural flight from Dinner Key to Panama taking place on December 1, 1930. Charles Lindbergh, who was a technical advisor to PAA, surveyed some of the early air routes. Because of inadequate landing facilities along the South Atlantic route, flying clipper ships were utilized by

CONTINUATION SHEET

Significance (continued)

Pan American Airways, forming a vital link between North and South America.

Pan American opened the first hangar in 1931; a houseboat obtained in Havana, Cuba, and towed by tugs to Miami served as the first terminal. This houseboat, which was anchored to pilings with barges at each end, was the first passenger "terminal" at the Dinner Key seaplane base.

In 1931, expansion of the facilities at Dinner Key was undertaken. Additional land was filled in, and a deeper channel, one mile long and 700 feet wide was dredged. The dredging of the channel was a significant event, marking the first time an appropriation was approved by the Congressional Rivers and Harbors Committee "expressly for dredging to create a navigable channel for marine aircraft." The present terminal building and several additional hangars were also constructed during this period of expansion. By 1938, all major structures called for in the plans were completed and operative.

During World War II, the Key again served as a base for the U.S. Navy, as well as continuing to serve the needs of international air travelers.

With the appearance of landing fields in Latin America, came a decrease in the need for seaplanes. PAA's final flight to Dinner Key took place August 9, 1945. In 1946, the City of Miami purchased 39 acres of the site. In 1954, the terminal building was adapted for use as the Miami City Hall. It continues in use today as the City Hall facility.

The seaplane base and terminal building were, for several years, one of Miami's most popular attractions, as well as the world's busiest commercial seaplane base. The hangars serve a variety of purposes: among them, the Dinner Key Auditorium and Convention Hall; a sports arena; and numerous marine facilities.

Remarks & Recommendations:

Location of Legal Description:

Dade County Courthouse
73 West Flagler Street
Miami, Florida

Ownership: Public (City of Miami)

Accessible to Public: Restricted

Status: Occupied

835--

Major Bibliographic References:

- Bukhair, Alexander M. History of Pan American Clippership Base at Dinner Key, Miami, Florida. Unpublished thesis, University of Miami, Coral Gables, Florida. June 1, 1971.
- Caldwell, Thomas P. "The History of Air Transportation in Florida," Teguesta, Vol. 1, No. 1, 1941.
- City of Miami Planning Department, City Hall, Dinner Key, Miami, Florida.
- Dade County Court House, Miami, Florida. Office of the Clerk of the Circuit Court. Dade County Records. (Subgroup: deeds).
- Douglas, Marjory Stoneman. The Grove Road, Vol. 1, No. 25, December 22, 1933.
- Florida. A Guide to the Southernmost State. Federal Writers Project, American Guide Series. New York: Oxford University Press, 1939.
- Florida Collection. Documents, photographs, news clippings: Aviation Industry in Florida. Miami Public Library, Miami, Florida.
- Historical Museum of Southern Florida and the Caribbean. Special collection relating to the history of Florida aviation-- includes scrapbooks, photographs, documents, news articles, and miscellaneous materials. Miami, Florida.
- Muir, Helen. Miami, U.S.A. Coconut Grove, Florida: Hurricane House Publishers, Inc., 1953.

836--

NATIONAL REGISTER OF HISTORIC PLACES
PROPERTY MAP FORM

(Type all entries - attach to or enclose with map)

STATE	Florida
COUNTY	Dade
FOR NPS USE ONLY	
ENTRY NUMBER	DATE

SEE INSTRUCTIONS

1. NAME: COMMON: Pan American Terminal Building at Dinner Key
AND/OR HISTORIC:

2. LOCATION: STREET AND NUMBER: 3500 Pan American Drive
CITY OR TOWN: Dinner Key (Coconut Grove)
STATE: Florida CODE: 12 COUNTY: Dade CODE: 025

3. MAP REFERENCE: SOURCE: USGS Key Biscayne Quad.; 7.5' series
SCALE: 1:24000
DATE: 1962, photorevised, 1969

4. REQUIREMENTS: TO BE INCLUDED ON ALL MAPS
1. Property boundaries where required.
2. North arrow.
3. Latitude and longitude reference.

NATIONAL REGISTER OF HISTORIC PLACES
PROPERTY PHOTOGRAPH FORM

(Type all entries - attach to or enclose with photograph)

STATE	Florida
COUNTY	Dade
FOR NPS USE ONLY	
ENTRY NUMBER	DATE

SEE INSTRUCTIONS

1. NAME: COMMON: Pan American Terminal Building at Dinner Key
AND/OR HISTORIC:

2. LOCATION: STREET AND NUMBER: 3500 Pan American Drive
CITY OR TOWN: Dinner Key (Coconut Grove)
STATE: Florida CODE: 12 COUNTY: Dade CODE: 025

3. PHOTO REFERENCE: PHOTO CREDIT: Mary K. Evans
DATE OF PHOTO: April, 1973
NEGATIVE FILED AT: Department of State
Div. of Archives, History, and Records Mgmt.

4. IDENTIFICATION: DESCRIBE VIEW, DIRECTION, ETC.
Main facade; north elevation

MIAMI CITY HALL



(Pan American Building Company)
 3500 Pan-American Drive

ARCHITECTURAL SITE DATA SUPPLEMENT

ARCHITECT		872==
BUILDER		874==
STYLE AND/OR MODE	Masonry vernacular	884==
PLAN TYPE	Central block with symmetrical wings.	888==
EXTERIOR FABRIC(S)	Stucco plain	884==
STRUCTURAL SYSTEM(S)	Masonry	886==
FEATURE OF STRUCTURE (942):		
FOUNDATION:		942==
ROOF TYPE:	Flat	942==
SECONDARY ROOF STRUCTURE(S):	Parapet	942==
CHIMNEY LOCATION:		942==
WINDOW TYPE:	Aluminum awning	942==
MATERIALS (832):		
CHIMNEY:		832==
ROOF SURFACING:		832==
INTERIOR WALLS:		832==
ORNAMENT INTERIOR:		832==
ORNAMENT EXTERIOR:	Same as exterior fabric; Plastic sheets on overhang	832==
QUANTITATIVE DATA (950-959):		
NO. OF STOREYS	2	950==
NO. OF CHIMNEYS		952==
OTHER (SPECIFY)		954==

OTHER NOTABLE FEATURES OF BUILDING (FREE TEXT) (857-):

ROOF STRUCTURAL SYSTEM:

MAIN ENTRANCE: North, front center facade, glass metal, front center of building has five foot wide vertical series (3) of masonry plaques with globes with wings to one side and rising sun rays underneath. Double glass doors to each side. Glass panels on top each door. Three large glass windows each side / of these doors.

WINDOW PLACEMENT:

11 Bays, regular

WINDOW SURROUNDS AND DECORATION: Slightly raised masonry sills and Tintel's project. Sunscreen roof over windows to extreme side of building wings side of front door. Decoration on outside edge of this sunscreen.

PORCHES, VERANDAS, GALLERIES AND BALCONIES: Porch, 1 story, open concrete deck, large sunscreen roof projects (about 15 ft.) over front entrance and middle six bays (or window openings).

EXTERIOR ORNAMENT AND COLOR: White, Parapet edge is a band of masonry/ outside building wing sunscreen has diamond masonry decoration, on edge. Central porch's sunscreen is blue-turquoise in color and made of plastic (SEE CONTINUATION SHEET)

INTERIOR COMMENTS:

Front foyer has wall which hides larger room behind.

OTHER (SPECIFY): A smaller rectangle appears front at center on top of second story parapet. Sunscreens with decoration appear over window on all sides of building. Various wings come out 2nd story, first story on sides. / (E. and W.)

MAJOR ALTERATIONS (FREE TEXT) (857-):

OUTBUILDINGS (FEATURES OF SITE) (3/6-): A lower level exists (with entrance ramp) on West side of building, two ramps with walls on East side of building.

SURROUNDINGS (CLASSIFICATION) Boatyard; Boat hangers to NE, large hanger (10) for convention, boat docks all around to South.

RELATIONSHIP TO SURROUNDINGS (FREE TEXT) (870-): Building isolated at end of pier-sac into bay, called "Pillar circle."

CONTINUATION SHEET

ARCHITECTURAL SITE DATA SUPPLEMENT (Continued)

Exterior Ornament and Color (Cont'd)

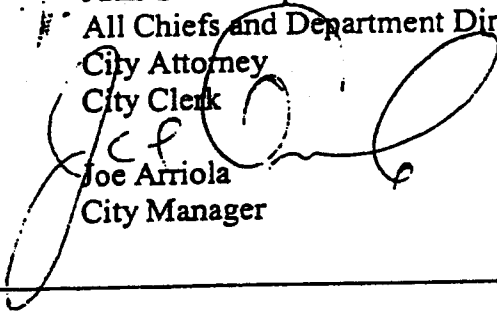
material (it seems). Four large windows are symmetrically placed on second floor of translucent glass block, just above first floor sun roof. Above these "windows" is a band (about 4 ft.) wide running around entire building. To each side of front are three "world-globes" with wings and rising suns rays, corner of building. Top of band has diamonds alternating with with space. Bottom of band has rising waves design. "Miami City Hall" is front at center of band, over large glass windows.

865
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CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Juan Carlos Espinosa
All Chiefs and Department Directors
City Attorney
City Clerk

FROM:  Joe Arriola
City Manager

DATE: June 17, 2003 FILE

SUBJECT: Signature Authority ---
for external grant proposals

REFERENCES: Res 76-919, APM 8-78

ENCLOSURES:

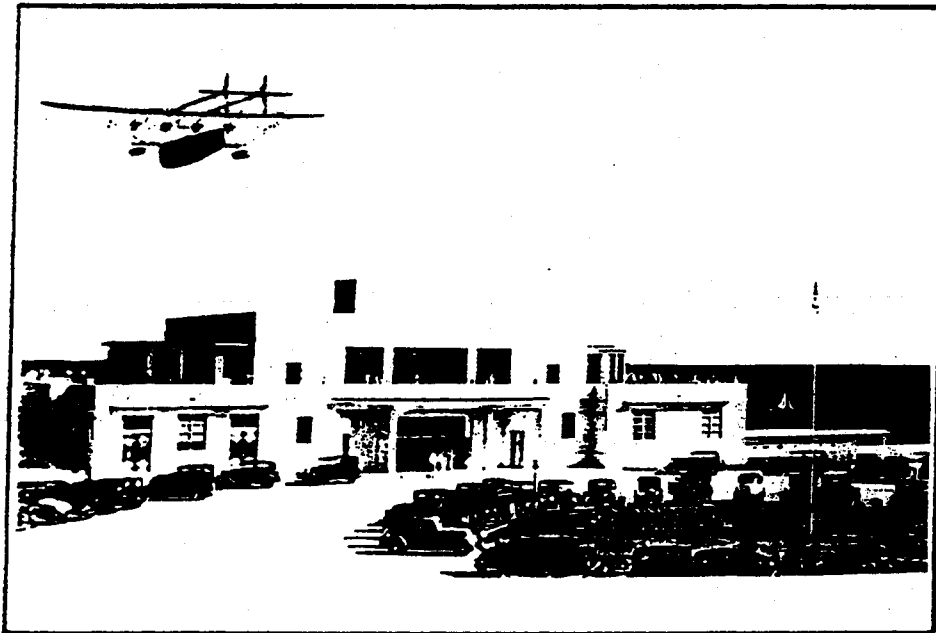
This memorandum serves to clarify signature authority provisions concerning external grant applications. Simply, this memorandum 'bridges' the authority given to the City Manager under Resolution 76-919 to apply for grants and APM 8-78's direction to the Grant Administrator to organize and direct the grants function on behalf of City departments.

The APM does not explicitly name the Grant Administrator as the Manager's 'designee' for signing grant applications. Some outside agencies may require documentation for the authority to delegate signature authority. Therefore, I now issue this memo to provide a clear statement on that topic: the Grant Administrator may sign grant applications on behalf of the City Manager.

PAN AMERICAN SEAPLANE BASE AND TERMINAL BUILDING

3500 Pan American Drive

Designation Report



City of Miami

REPORT OF THE CITY OF MIAMI PLANNING, BUILDING AND ZONING DEPARTMENT
TO THE HISTORIC AND ENVIRONMENTAL PRESERVATION BOARD
ON THE POTENTIAL AMENDED DESIGNATION OF
THE PAN AMERICAN SEAPLANE BASE AND TERMINAL BUILDING
3500 PAN AMERICAN DRIVE
AS A HISTORIC SITE

Amendment
Prepared by

Sarah E. Fator 10-8-93
Preservation Officer Date

Passed and
Adopted on

11-16-93

Resolution No.

HEPB-93-47

Approved by

A. King Jr.
Chairman, Historic and
Environmental Preservation Board

CONTENTS

I. General Information	3
II. Significance	7
III. Description	10
IV. Planning Context	18
V. Bibliography	19

I. GENERAL INFORMATION

Historic Name:

Pan American Seaplane Base and Terminal Building

Current Name:

Dinner Key

Location:

3500 Pan American Drive
Miami, Florida 33133

Present Owner:

City of Miami
3500 Pan American Drive
Miami, Florida 33133

Present Use:

Government, commercial

Zoning District:

PR

Tax Folio Number:

01-4122-002-0010

Boundary Description:

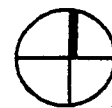
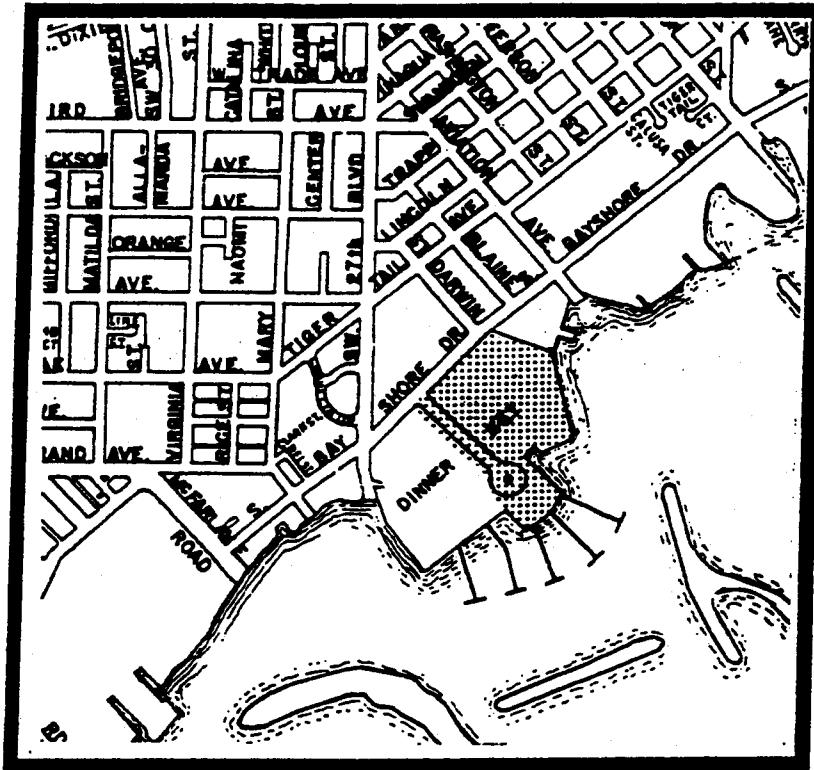
The boundaries of the historic site include a portion of Tract A of the plat of DINNER KEY, as recorded in Plat Book 34 at Page 2, of the Public Records of Dade County, Florida and are shown as the shaded areas on the attached site plan entitled "Pan American Seaplane and Terminal Building." It is the intent that the boundaries include the undedicated road known as Pan American Drive including the rows of royal palms on both sides; the area known as Clipper Circle; the building that was

formerly the Pan American Terminal Building and is now the Miami City Hall; the grass area and asphalt drives around the said building; and those portions of the Dinner Key property bounded by Pan American Drive on the southwest, South Bayshore Drive on the northwest, the former U.S. Coast Guard Station (now the Elizabeth Virrick Gym) property on the northeast, and the shoreline of Biscayne Bay on the southeast.

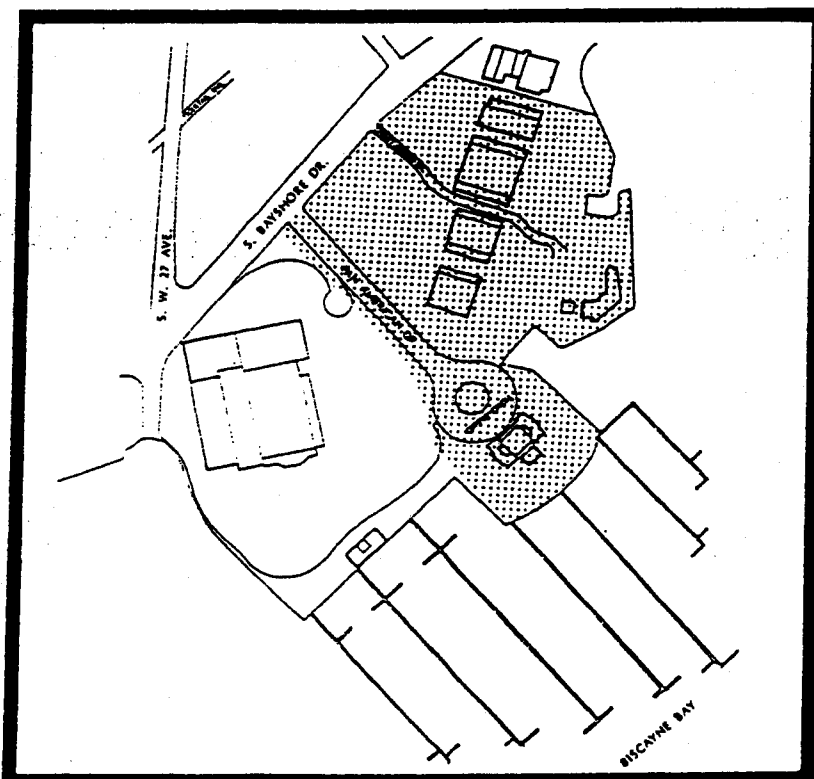
Classification:

Historic Site

PAN AMERICAN SEAPLANE BASE AND TERMINAL BUILDING

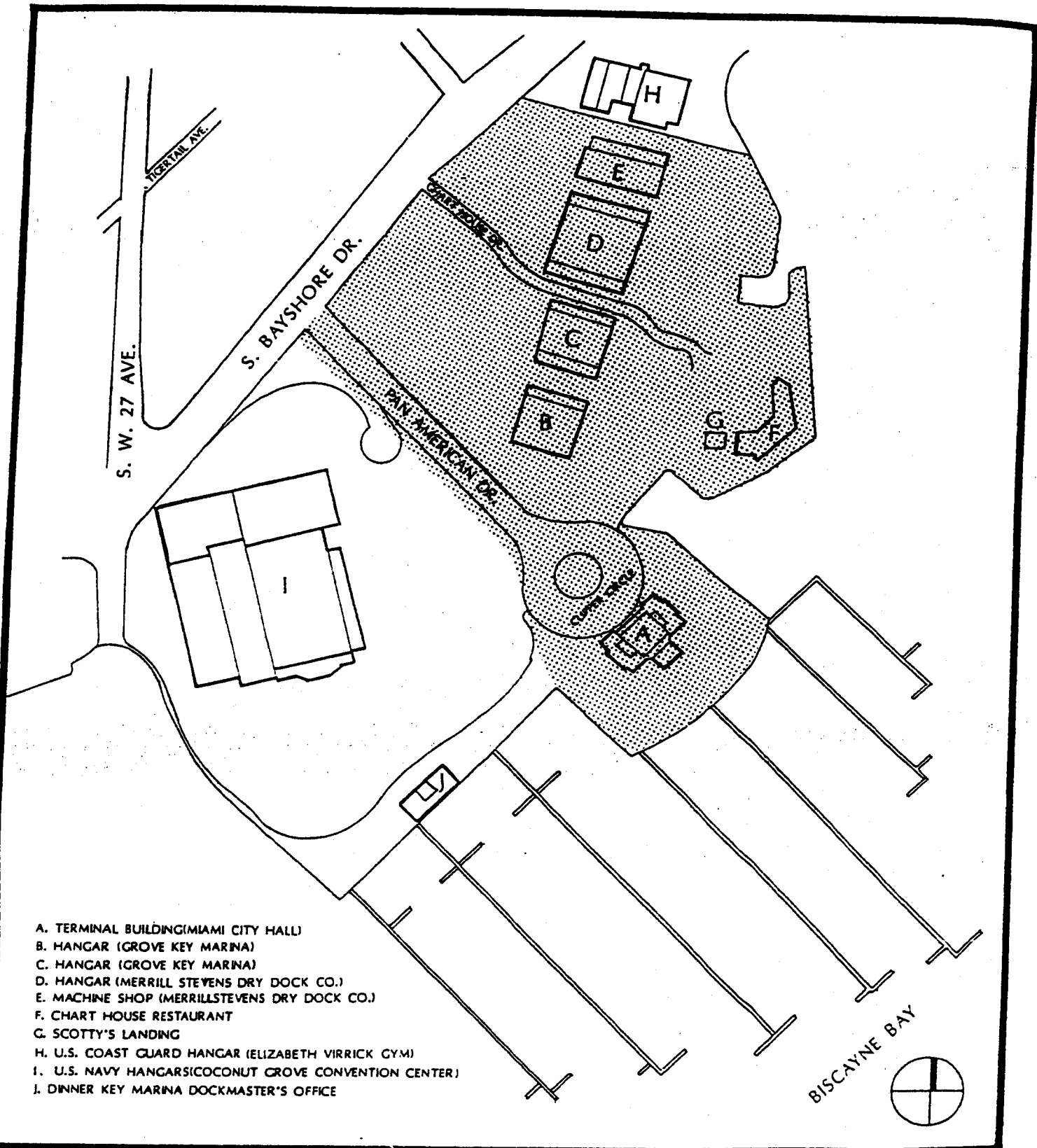


location



site plan

PAN AMERICAN SEAPLANE BASE AND TERMINAL BUILDING




- A. TERMINAL BUILDING(MIAMI CITY HALL)
- B. HANGAR (GROVE KEY MARINA)
- C. HANGAR (GROVE KEY MARINA)
- D. HANGAR (MERRILL STEVENS DRY DOCK CO.)
- E. MACHINE SHOP (MERRILL STEVENS DRY DOCK CO.)
- F. CHART HOUSE RESTAURANT
- G. SCOTTY'S LANDING
- H. U.S. COAST GUARD HANGAR (ELIZABETH VIRRICK GYM)
- I. U.S. NAVY HANGAR(SICOCONUT GROVE CONVENTION CENTER)
- J. DINNER KEY MARINA DOCKMASTER'S OFFICE

II. SIGNIFICANCE

Specific Dates:

Hangar "B"	- 1931
Hangar "C"	- 1932
Terminal Building "A"	- 1933-1934
Hangar "D"	- 1937-1938
Machine Shop "E"	- 1937-1938



Architects:

Delano and Aldrich

Statement of Significance:

The Pan American Seaplane Base and Terminal Building at Dinner Key is significant both in the history of modern air transportation and as an outstanding example of air terminal design. The Dinner Key base was the nation's busiest commercial seaplane terminal during the 1930's. Often described as the "Air Gateway Between the Americas," the base linked the United States with Latin America by way of air transportation, opening up major trade and passenger routes.

Dinner Key, a small island in Biscayne Bay, was joined to the mainland during World War I to provide a training ground for the U.S. Navy. The buildings comprising the U.S. Naval Air Station, however, were virtually destroyed by the 1926 hurricane. In 1930, Dinner Key was selected by the newly-formed Pan American Airways System as the base for its inter-American operations. The lack of land-based facilities for planes in Latin America forced Pan American to utilize flying boats and amphibious aircraft for its operations. Pan American erected its first hangar at Dinner Key in 1931 and used a houseboat obtained in Havana, Cuba as its first passenger terminal.

The site plan developed by Pan American for the seaplane base was designed for both the aerial and land view. The plan called for the construction of a "V" shaped line of hangars to be used for machine shops, maintenance, operation, and storage. A terminal building was planned for the apex of the "V," at the end of a long driveway, thus forming a shape reminiscent of an airplane.

As air operations expanded, Pan American began its \$700,000 improvement program. A deeper channel, one mile long and 700 feet wide, was dredged, additional land at the base was filled in, and an additional hangar was erected. In 1933, construction began on the "ultramodern" terminal building.

The terminal building was designed in the Streamline Moderne architectural style, considered especially appropriate for air terminals and other structures relating to high-speed travel. At the time of its construction, the terminal was the largest and most modern marine air terminal in the world. Said to be one of the best planned terminal buildings constructed for either land or marine airports, it was noted for its innovative layout plan for traffic handling and for its scientific design. This design allowed for the simultaneous handling of four airliners, a feature not previously found in air terminals.

Architects for the Pan American Terminal Building were Delano and Aldrich of New York City. The basic design of the building has been attributed to Fred J. Gehaus, Airport Engineer for the Caribbean Division of the Pan American System, and his assistant, B. W. Reeser. William Adams Delano and Chester Holmes Aldrich, both graduates of Ecole des Beaux Arts, organized the firm of Delano and Aldrich in 1903. They specialized in various revival styles and developed an extensive practice in town and country houses for wealthy clients, principally in the New York City area. They also designed nonresidential buildings, particularly for private schools and colleges. No architect has been identified for the hangars.

The facilities at Dinner Key were the first constructed exclusively for commercial passenger seaplane service and served as a model for those that followed in Rio de Janeiro, New York, and San Francisco. The construction of the seaplane base also marked the first time the Congressional Rivers and Harbors Committee approved an appropriation expressly for dredging a navigable channel for airline activity. In addition, the development of Dinner Key marked the first time in aviation history that an airline was granted eminent domain to reserve its rights to the land, thus setting a precedent for land granting procedures for airlines.

During the mid 1930's and early 1940's, approximately 50,000 passengers per year flowed through the Dinner Key terminal. In addition, the terminal averaged more than 30,000 visitors per month, with as many as 100,000 in the winter months. A third hangar and machine shop were added during this period to house some of the larger planes that were being employed.

During World War II Dinner Key again served as a base for the U.S. Navy, which constructed two large hangars west of the terminal building. In 1943, President Roosevelt arrived at Dinner Key to board a seaplane for Casablanca. The trip marked the first time a President traveled in an aircraft while in office. The appearance of landing fields in Latin America during the war decreased the need for seaplanes, and on August 9, 1945, Pan American's last flight to Dinner Key took place.

Dinner Key was purchased by the City of Miami in 1946 for use as a waterfront park. In 1950, the terminal building was converted into a

restaurant and marina office. In 1954, the building was adapted for use as Miami's City Hall. The four original Pan American hangars were leased for marine-oriented uses, while the U.S. Navy hangars were joined to create an exhibition center.

Relationship to Criteria for Designation:

As stated above, the Pan American Seaplane Base and Terminal Building has significance in the historical and architectural heritage of the City, state, and nation; possesses integrity of design, setting, materials, workmanship, feeling, and association; and is eligible for designation under the following criteria:

3. Exemplifies the historical, cultural, political, economic, or social trends of the community.

The Pan American Seaplane Base represents one of the most significant sites in South Florida in the history of transportation. Known as the "Air Gateway Between the Americas," the Pan American Seaplane Base linked the United States with Latin America by way of air transportation, opening up major trade and passenger routes. This event thus marked a significant milestone in Miami's emergence as an international city.

5. Embodies those distinguishing characteristics of an architectural style, or period, or method of construction.

The Pan American Terminal Building was designed in the Streamline Moderne architectural style, considered especially appropriate for air terminals and other structures relating to high-speed travel. At the time of its construction, the terminal was an outstanding example of air terminal design. Its innovative layout plan and scientific design served as a model for other terminal buildings in the United States and Latin America. The hangars are fine examples of steel frame industrial architecture, a rarity in South Florida.

III. DESCRIPTION

Present and Original Appearance:

Setting:

The Pan American Seaplane Base and Terminal Building is located on a large tract of land in Coconut Grove commonly known as Dinner Key. The terminal building, which faces west, is approached by a wide, palm-lined boulevard called Pan American Drive. The boulevard ends in a traffic circle, known as Clipper Circle, directly in front of the terminal building entrance. The terminal building is the center point of a "V" shaped line of hangars, which originally served as maintenance and machine shops for the seaplane base. Directly behind the terminal building on Biscayne Bay is the Dinner Key Marina, serving more than 300 small boats.

Terminal Building:

The Pan American Terminal Building, constructed in 1933-1934, features a two story central block flanked by one story symmetrical wings. This rectangular structure, with 11 bays across the west (front) facade, is topped by a flat roof with parapet. The building is of steel frame construction, reinforced with concrete, and is supported with pilings. The exterior walls are covered with smooth stucco.

The main entrance is located in the center of the west facade and is covered by a wide curving overhang. This modern entrance, with glass and aluminum doors, replaces the original recessed entrance which featured elaborate bronze doors topped with bronze grilles. This alteration to the original entrance incurred in 1951.

All original windows on the building have been replaced, and most are now fixed plate glass or aluminum awning windows set in precast concrete frames. The second story west facade, however, features large windows of translucent glass block.

A frieze of winged globes and rising suns, connected at the corners by sculptured eagles, encircles the building. The words "Miami City Hall," appear above the main entrance. A beltcourse embellished with circular designs is located above the first story windows and extends outward as a border on the window canopies.

The original four covered passageways, which led from the lower level to the landing stations have been removed. Small additions have been made to the building, including a one story addition on the east facade and a small addition on the southeast corner of the building over the second story deck area. Both additions occurred in 1958.

Despite the alterations of windows and doors, the basic integrity of the building remains uncompromised. In addition, the building has survived without major additions to its original form.

Hangars "B" and "C":

In addition to the terminal building, four massive utility structures constructed by Pan American occupy the site. Three served as hangars for the seaplanes, while the northernmost one was a machine shop. Hangars "B" and "C" (see site plan) were constructed in 1931 and 1932 and were the first permanent structures on the site. Identical in size and floor plan, each is 140 feet square and is of steel frame construction on a concrete foundation. Entrances are 29 feet wide with a clearance of 128 feet.

Hangars "B" and "C" have been altered by the replacement of their original corrugated steel shells with a contemporary aluminum corrugated sheeting. This new fabric is similar in appearance to the original except for the color, which is beige instead of metallic. Despite these alterations, the hangars retain their form, setting, and original structural frame, and are an integral part of the 1931 site plan for the seaplane base.

Hangar "D" and Machine Shop "E":

These two structures, which appear to be in almost entirely original condition, were added to the site between 1937 and 1938 in accordance with Pan American's original site plan. The structures are rectangular in plan and are comprised of central high-bay areas which front onto a common concrete apron and Biscayne Bay to the east.

The high bay of hangar "D," which measures 210 feet by 180 feet, is spanned by a petit-braced Warren truss system of riveted, rolled steel sections. The southern bay contains three stories of workshop areas, while the northern bay contains two stories. The central bay is opened to the bottom cord of the truss and is accessible on both ends through double sets of three leaf, full height, sliding steel frame doors. The north and south facades are articulated with bands of nine paned double hung windows.

The high bay of machine shop "E," which measures 100 feet by 180 feet, is spanned by a Pratt truss system of riveted rolled steel sections. The north and south workshop bays are both one story high, allowing a clerestory along the length of the high bay. The east/west cross section is modified with a lower bay facing west and a higher bay facing east.

The steel frames of both hangers are clad in heavy gauge corrugated steel, which is protected by an integral bitumen based, fiber reinforced, proprietary system.

Contributing Structures and/or Landscape Features:

Contributing structures within the site include the following: Pan American Terminal Building (City Hall), Hangars "B," "C," and "D," and Machine Shop "E". The buildings housing the Chart House Restaurant and Scotty's Landing are noncontributing structures.

Contributing landscape features include the present and historic configuration of Clipper Circle and Pan American Drive, as well as the rows of royal palms lining both sides of Pan American Drive.

The Coconut Grove Convention Center is not included within the designation for two reasons. The two hangars comprising the center were constructed by the U.S. Navy, not Pan American, during World War II. In addition, because of recent alterations to the building, it no longer retains a sufficient degree of historic and architectural integrity to qualify for designation.

IV. PLANNING CONTEXT

Present Trends and Conditions:

The Pan American Terminal Building was designated as a historic site by the City of Miami in 1983. The original designation included only the terminal building (City Hall) itself, Pan American Drive, and Clipper Circle. The Pan American hangars were not included. An amended designation to include the hangars was requested by the Coconut Grove Civic Club in 1993.

Dinner Key is a major public multi-use waterfront resource for the City of Miami. As such, it has undergone a series of adaptations from transportation to recreation use. Several projects have been completed or are underway, including construction of the Chart House Restaurant and waterfront walkway, renovations to the Coconut Grove Convention Center, and improvements to the Dinner Key Marina. The City's efforts to attract a development team to redevelop the hangar area, however, have been unsuccessful.

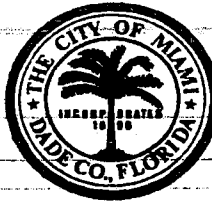
In October, 1993, the City Commission directed the City Administration to undertake a planning study of that portion of the Dinner Key area between Pan American Drive and Aviation Avenue. The purpose of the study is to evaluate the possible alternative uses for the site and the buildings located thereon and to make recommendations. The community will be asked to participate in the planning study, which is scheduled to be completed in December, 1993. The Historic and Environmental Preservation Board has appointed one of its members to assist with the study.

The Pan American Seaplane Base and Terminal Building was listed in the National Register of Historic Places in 1974.

Preservation Incentives:

The Historic and Environmental Preservation Board should be prepared to work cooperatively with all concerned agencies in the development of a master plan for Dinner Key. The technical expertise of the Board members could be invaluable in this process.

Few preservation incentives are available for government-owned properties, with the exception of the limited historic preservation grant funds that are awarded each year. If a portion of the site were leased to a private developer, historic preservation tax credits and tax abatements could be helpful.



Budgetary Impact Analysis

Department Capital Improvements

Division: _____

Commission Meeting Date: / /04

Title and brief description of legislation or attached ordinance/resolution: Pan American Seaplane Terminal Structural Assessment/Construction

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

2. Is this item an expenditure? No Yes Amount: _____

General Fund Account No: _____
 Special Revenue Fund Account No: _____
 CIP Project No: 327001

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
Historic Preservation Initiatives	\$395,000				

Comments: _____

Approved by: _____

Department Director/Designee

Date

APPROVALS

Verified by: _____ Dept. of Strategic Planning, Budgeting & Performance Date: <u>5/1/04</u>
--

Verified by CIP: (If applicable) _____ Director/Designee Date: <u>6-1-04</u>

Attachment D

#1 - Damaged basement wall with corroded steel column behind conduit wall cover.



Attachment D

#2 - Structural Column, basement. Corroded steel column has cracked and caused wall covering to fall off.



*City of Miami
Office of Communications*



Completely exposed column showing corrosion



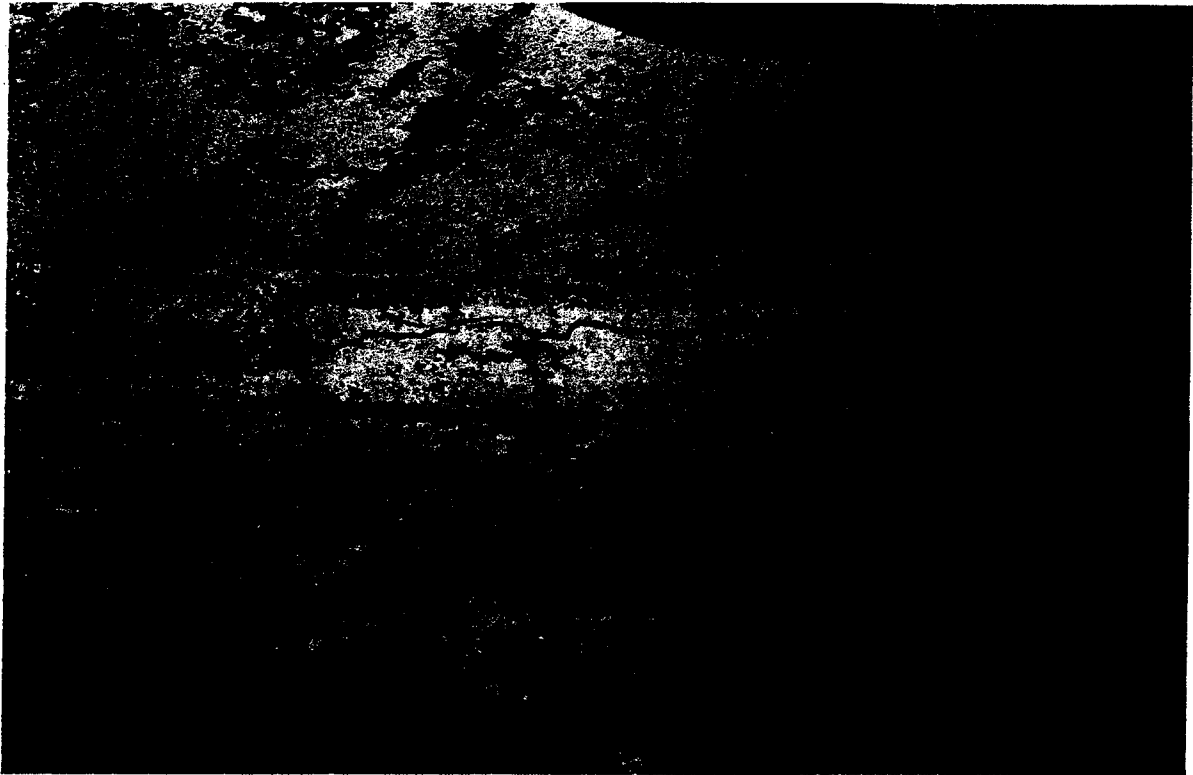


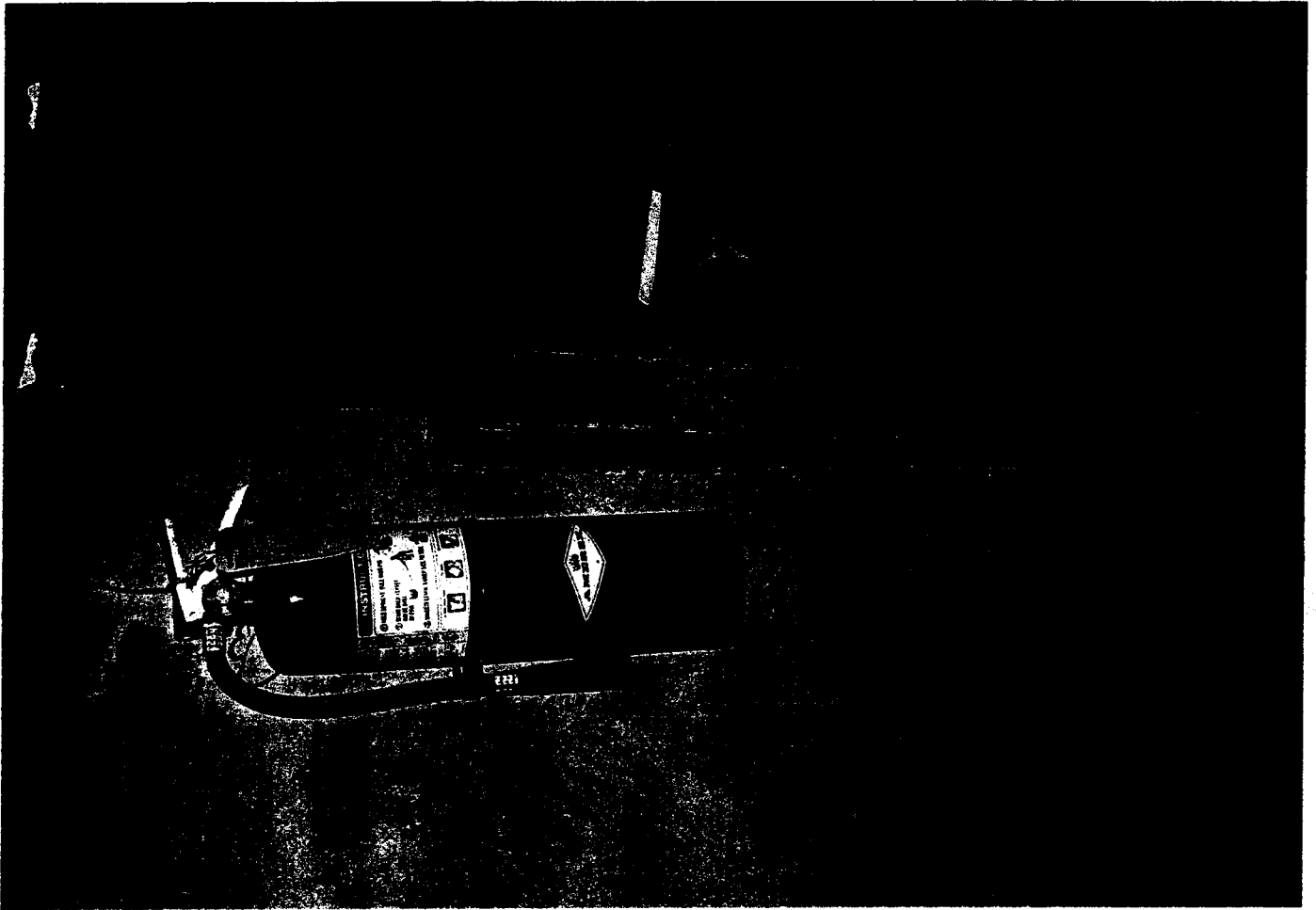
Vertical crack along basement wall



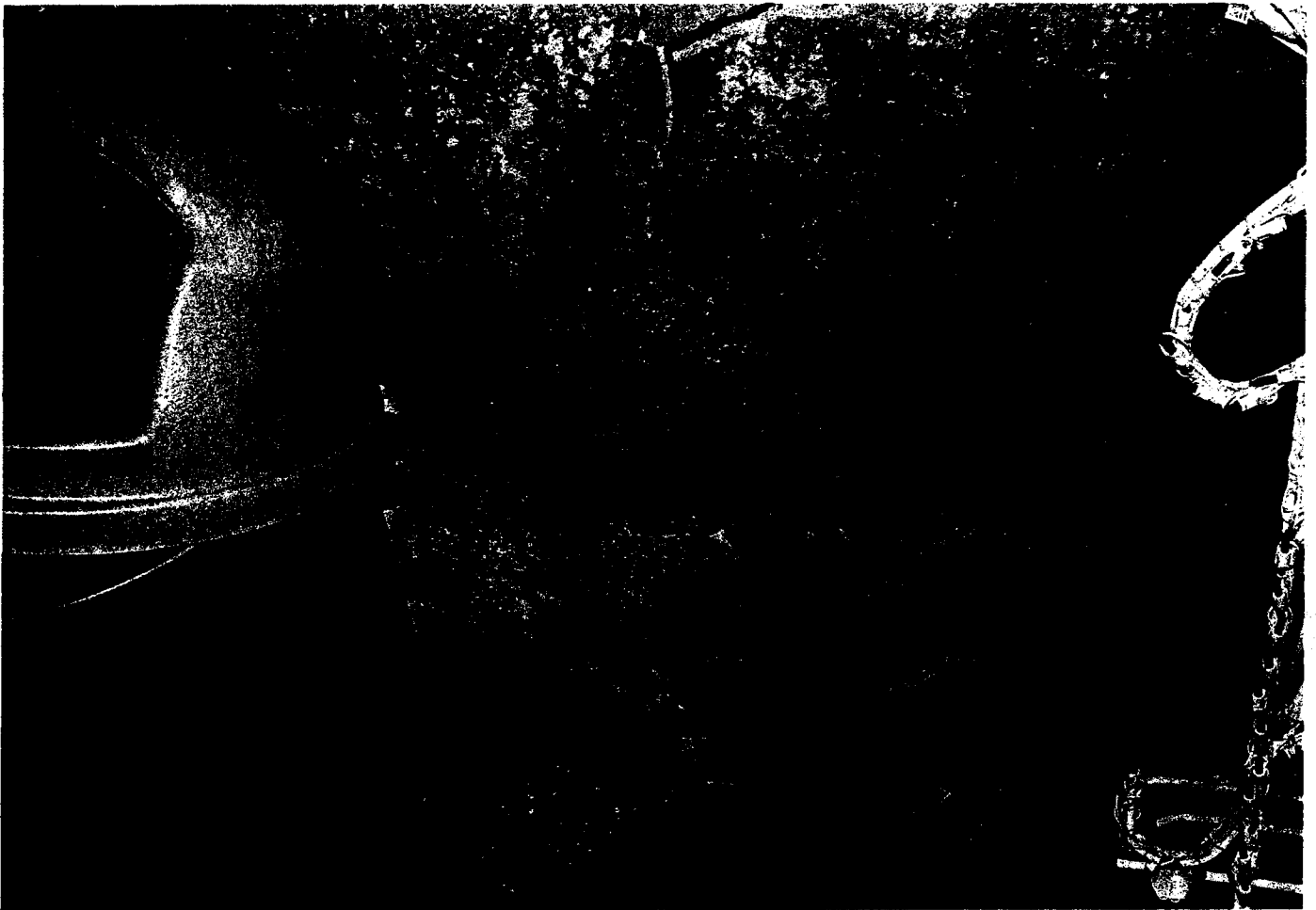


TOP



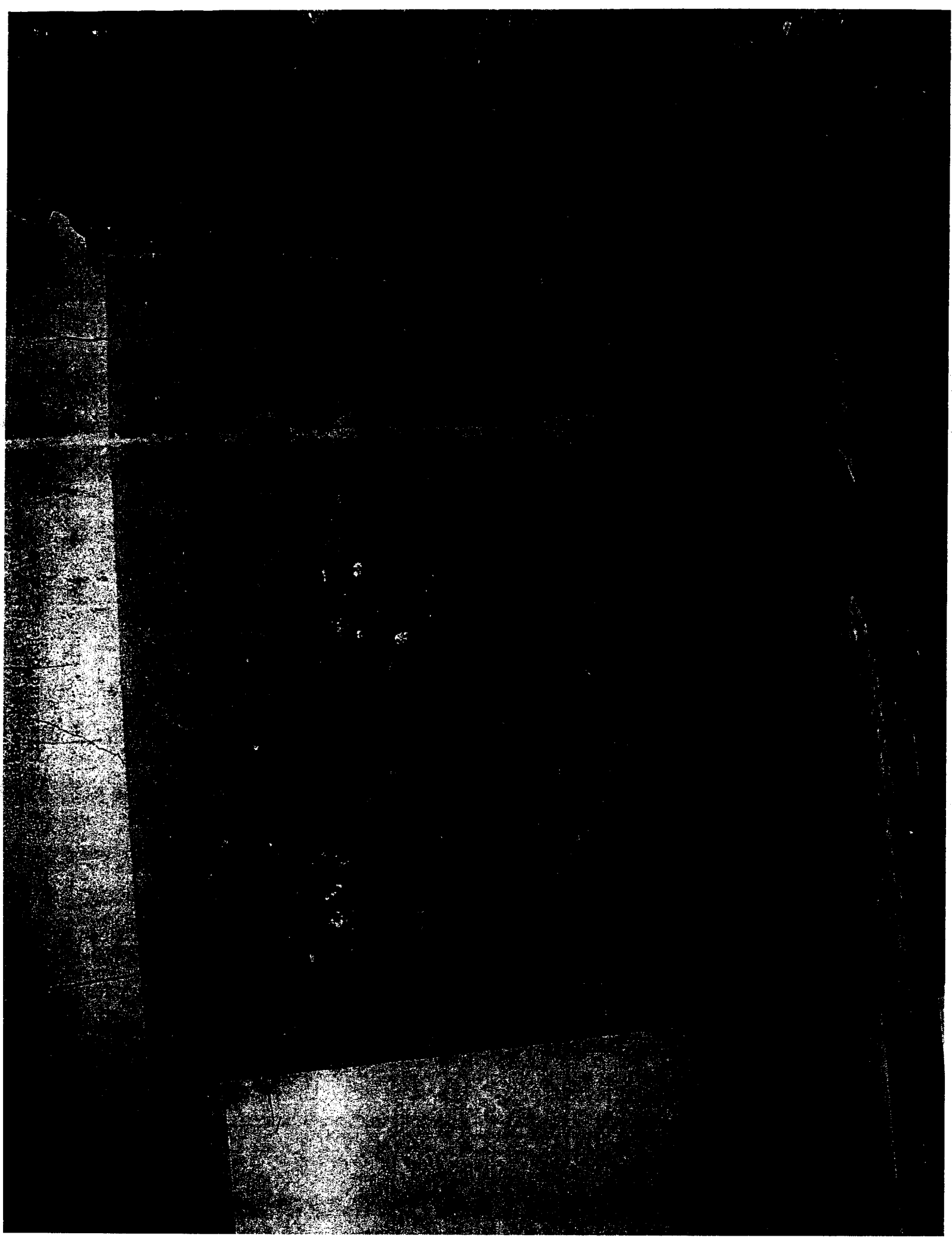


Separation of frame from corner column

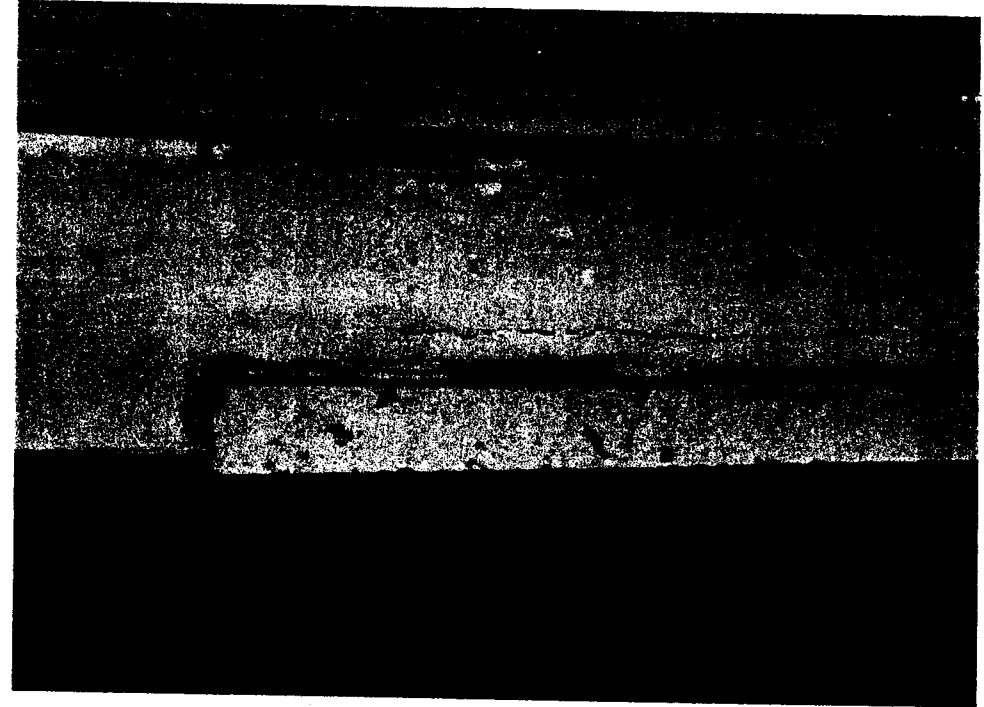
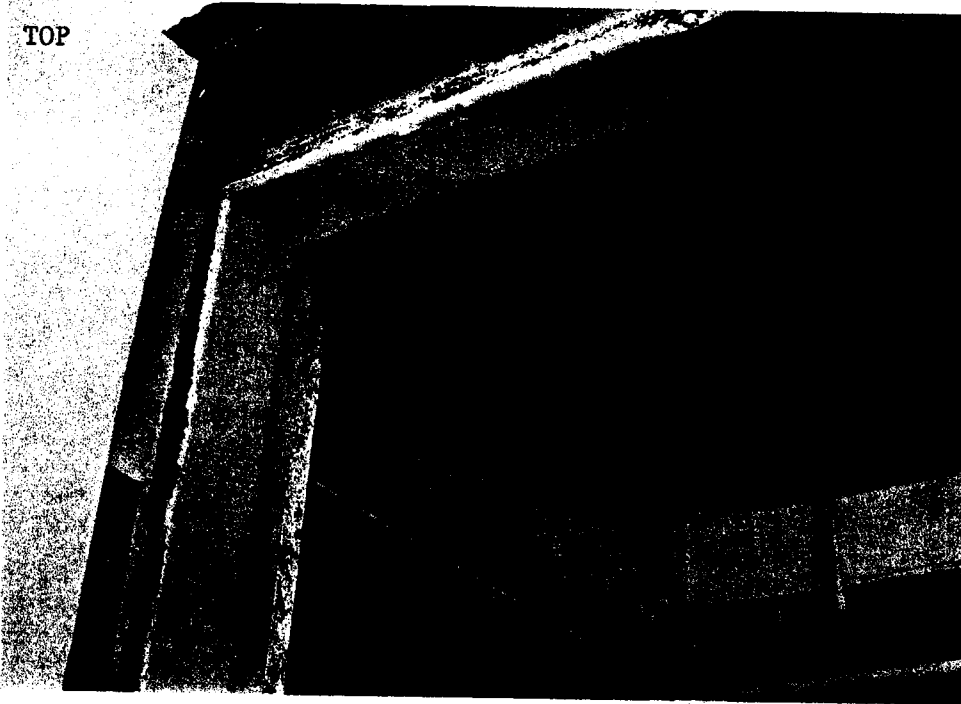


Extensive vertical cracks along basement wall



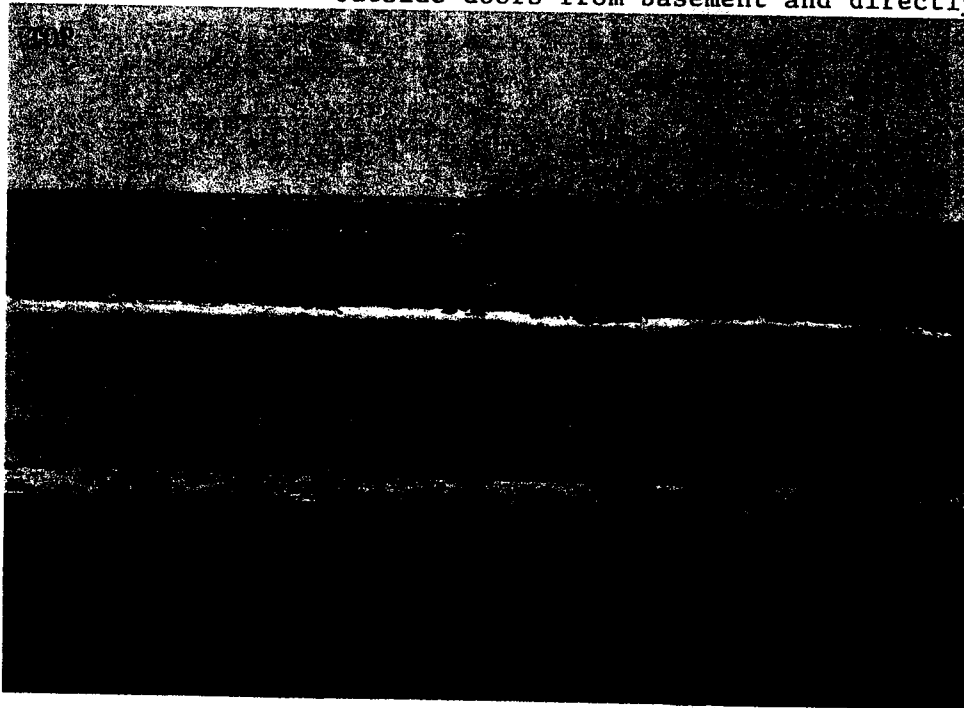


TOP

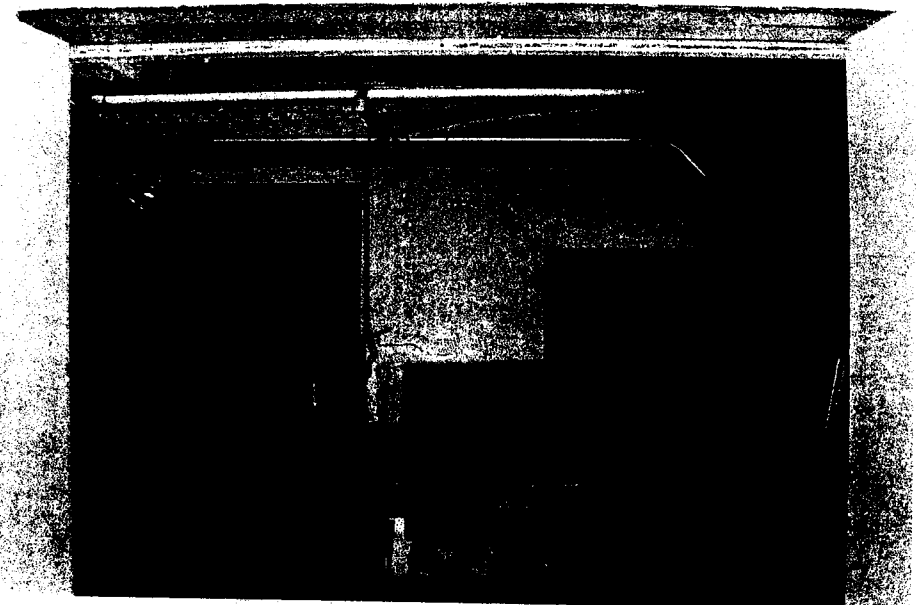


Outside doors from basement and directly exposed to salt spray (current doors lack seals)

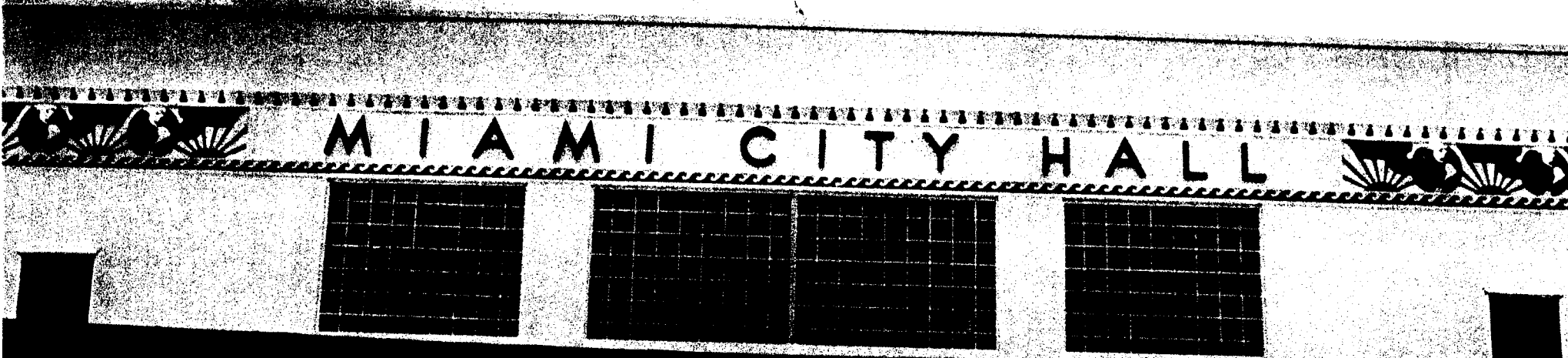
TOP



TOP



Attachment D - 10a
Front entrance and windows to be replaced
with impact resistant glass

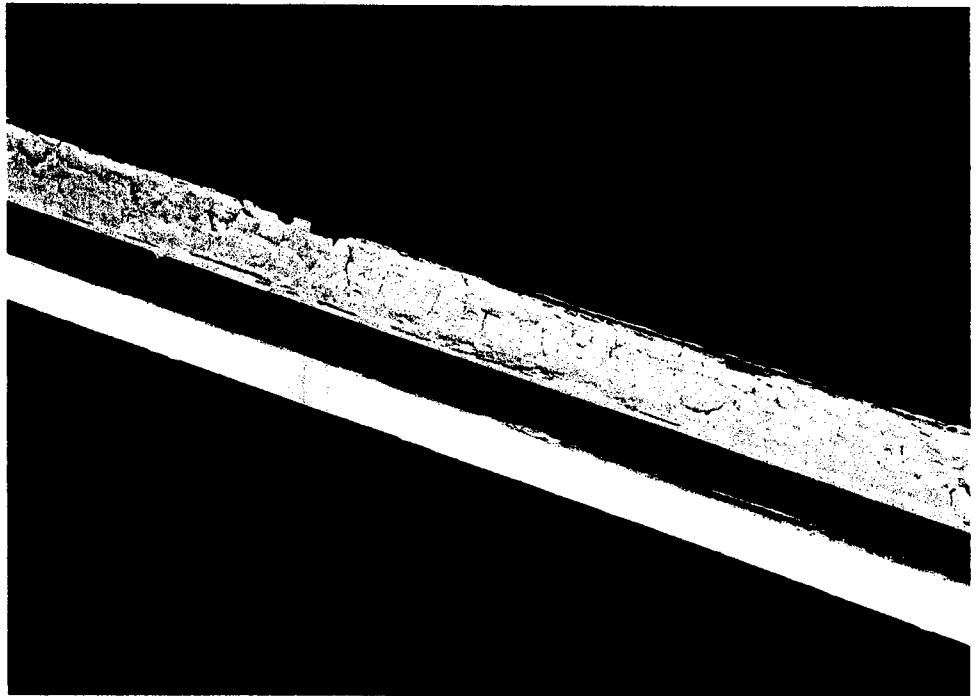
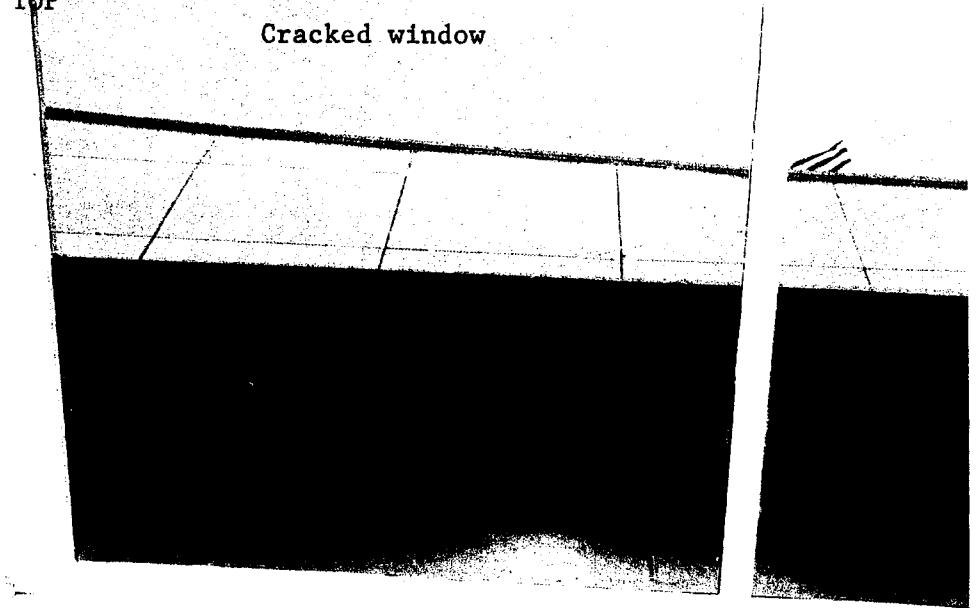


Attachment D - 10b
Close up shots of front entrance



TOP

Cracked window

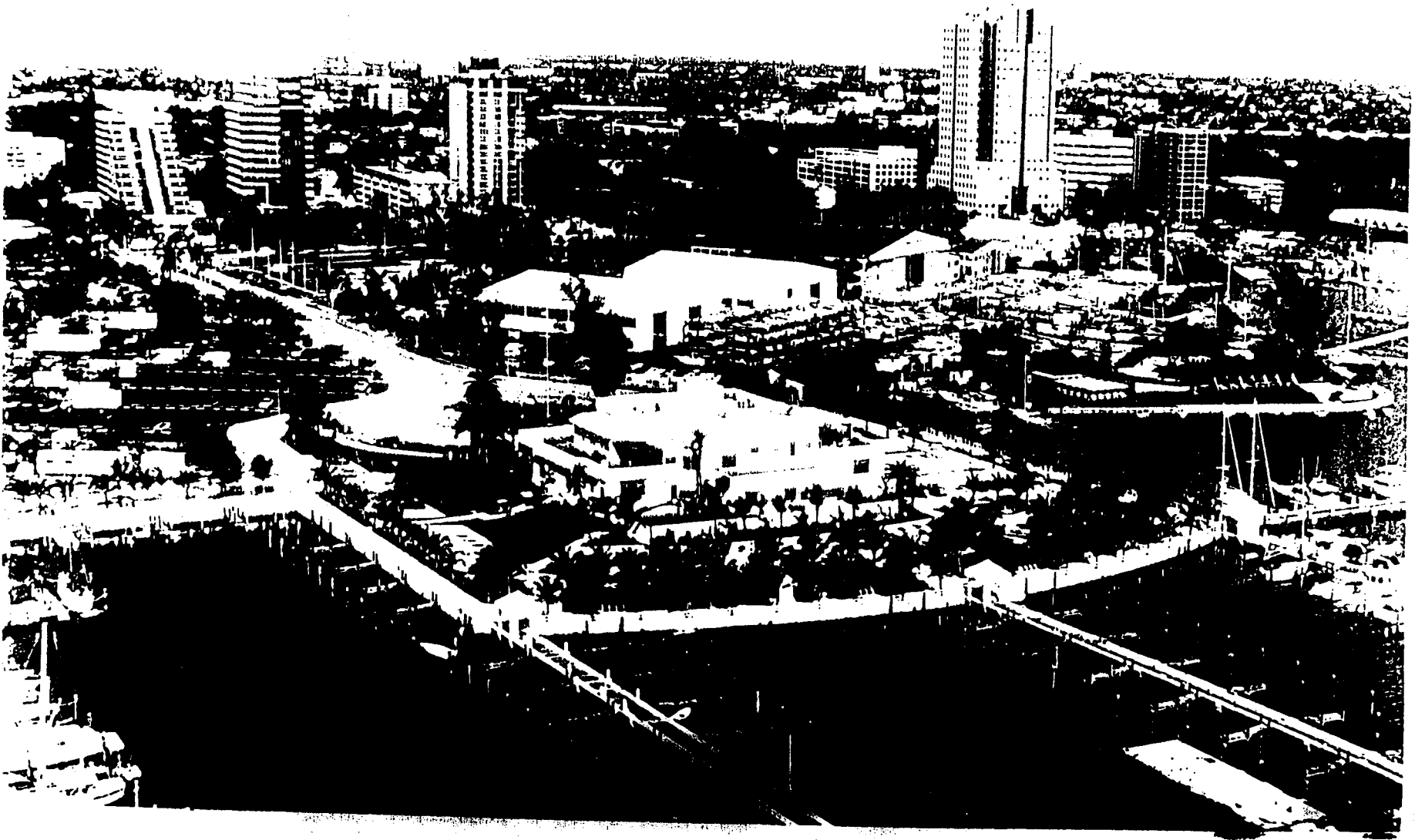


ATTACHMENT E

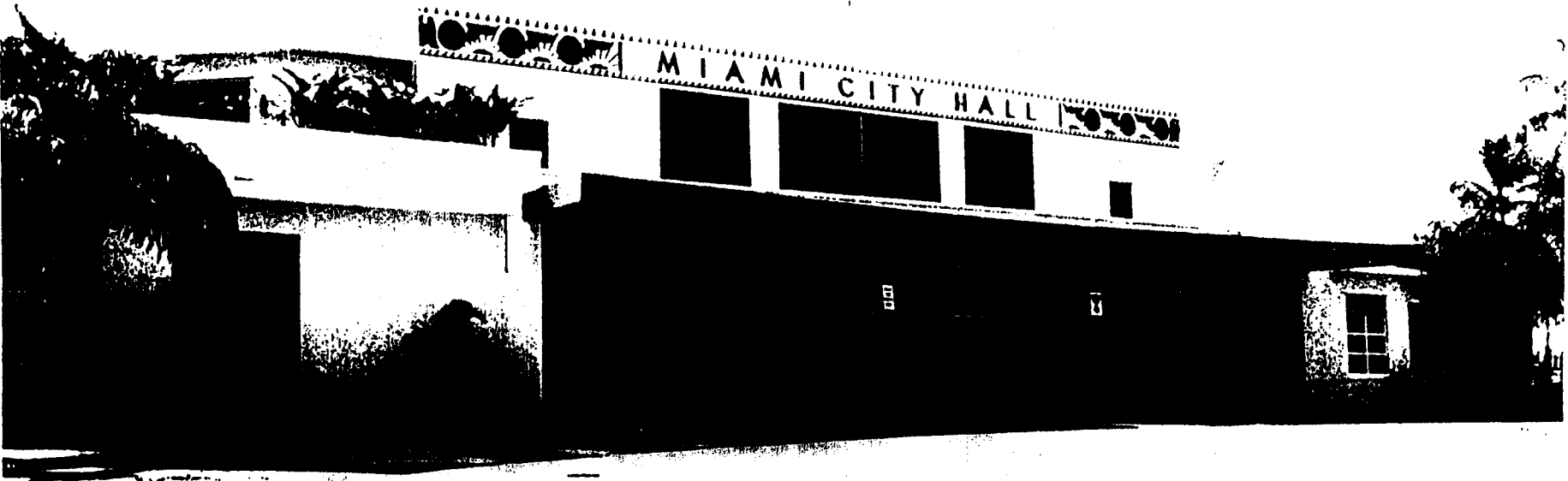




MIAMI CITY HALL



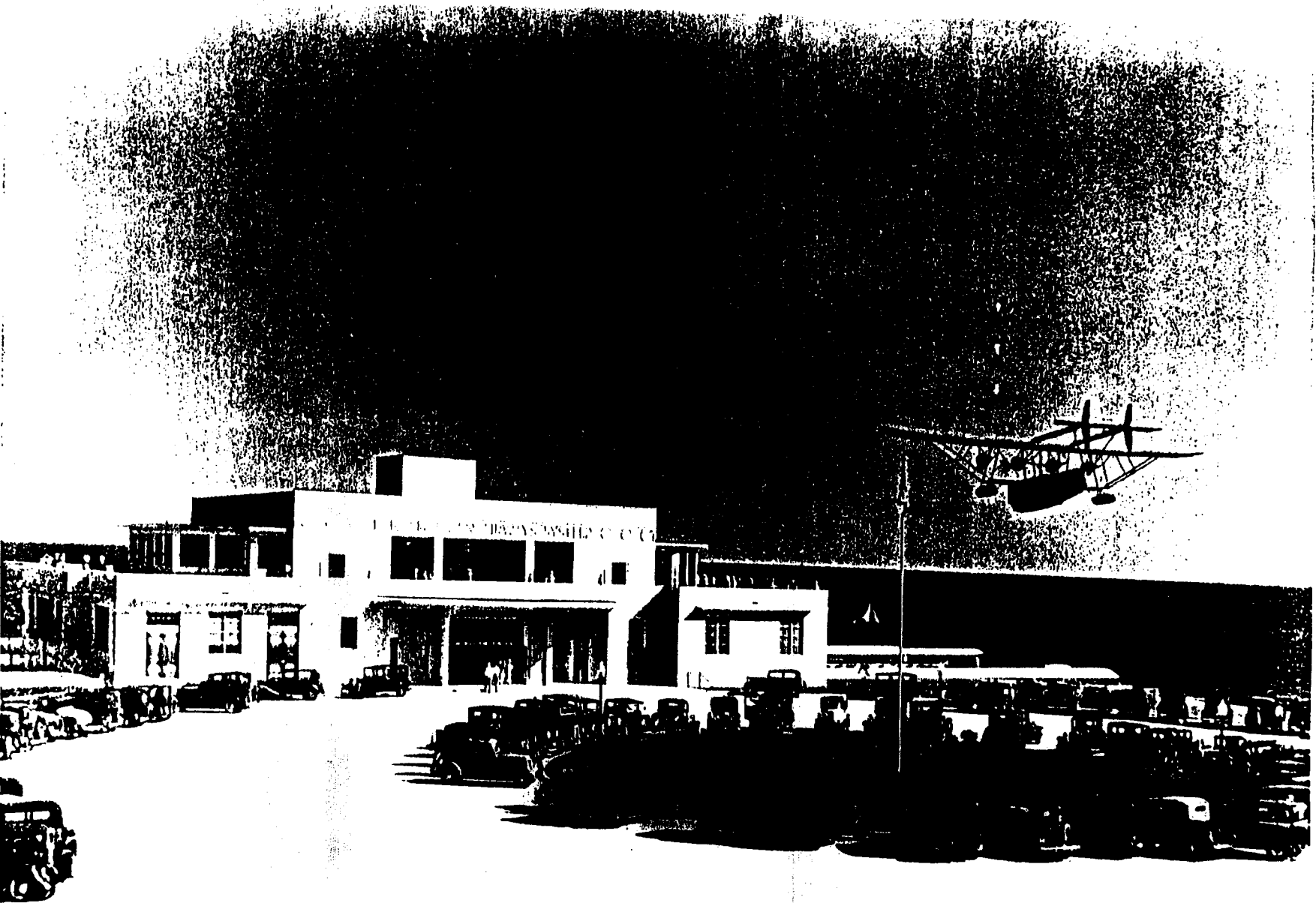
Pan American Seaplane Base and Terminal
3500 Pan American Drive
Aerial view showing Terminal Building and piers



Pan American Seaplane Base and Terminal Building
3500 Pan American Drive
Terminal Building (City Hall)



American Seaplane Base
American Drive
New showing
of San Diego



Pan American Seaplane Base and Terminal Building
1500 Pan American Drive
Terminal Building and Clipper Circle
1933
Pan American World Airways



Pan American Seaplane Base and Terminal
3500 Pan American Drive
Pan American Drive
c. 1934
(Courtesy of Pan American World Airways)



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 9/21/04 DISTRICT: 3

NAME OF PROJECT: ORANGE BOWL- STRUCTURAL CONDITION ASSESSMENT-2004

INITIATING DEPARTMENT/DIVISION: Conferences and Conventions

INITIATING CONTACT PERSON/CONTACT NUMBER: Juan Ordonez (305) 416-1241

C.I.P. DEPARTMENT CONTACT: Juan Ordonez

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 324002

ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes, TOTAL DOLLAR AMOUNT: \$77,000 (16 million allocated; estimated current balance is \$11,514,890)

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

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

AMOUNT: EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Juan Ordonez

DESCRIPTION OF PROJECT: The City of Miami approved Resolution No. 03-873, Bliss and Nyitray, Structural Consultant Engineers to prepare a report on the structural conditions of the Orange Bowl Stadium. The study was intended to develop a remedial work plan for the repairs of noted structural deficiencies and update maintenance recommendations as part of a major renovation that will extend stadium usage for a period of up to 30 more years.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 8/26/04

Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 9/21/04

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: In accordance with the settlement agreement, the University of Miami will reimburse the City of Miami for the full cost of the study, after the city has paid the consultants. Following reimbursement of fund from University of Miami, the funds will be returned to the same CIP account. Mr. Juan Ordonez will provide final bill.

APPROVAL: [Signature] DATE:

BOND OVERSIGHT BOARD

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

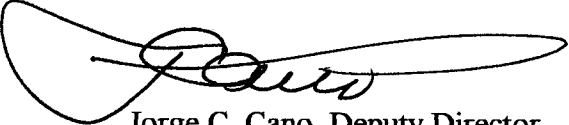
INTER-OFFICE MEMORANDUM

TO : **Homeland Defense
Bond Oversight Board**

DATE : **August 17, 2004**

FILE :

SUBJECT : **Orange Bowl Structural
Condition Assessment-2004**

FROM : 
**Jorge C. Cano, Deputy Director
Department of Capital Improvements (CIP)**

REFERENCES :

ENCLOSURES:

The City of Miami Commission under Resolution No. 03-873, dated July 24, 2003, approved the hiring of Bliss and Nyitray, Structural Consultant Engineers to prepare a report on the structural conditions of the Orange Bowl Stadium. The study was intended to develop a remedial work plan for the repair of noted structural deficiencies and update maintenance recommendations as part of a major renovation that will extend stadium usage for a period of up to 30 more years. The approved cost of the study is not to exceed \$126,000.

There is a legal settlement agreement between The City of Miami and the University of Miami addressing the use of certain funds earmarked for any major improvements to the stadium agreed upon by both parties. These funds are under the control of the University of Miami.

On April 21, 2004, the Consultants submitted a final report entitled "Orange Bowl Structural Condition Assessment – 2004," and in accordance with the settlement agreement, the University of Miami, will reimburse the City for the full cost of the study, after the City has paid the consultants. The City will pay the Consultant from monies allocated in the Homeland Defense/Neighborhood Improvement Bond CIP Project 324002. Following reimbursement of the funds from the University of Miami, the funds will be returned to the same CIP account.

JCC/JBO/gd

ORANGE BOWL STADIUM

STRUCTURAL CONDITION ASSESSMENT

2004

A - Structural Condition Assessment	Contract Value	Billed Amount	Pending	Total
- Surveying of Two Bay	\$52,000.	\$52,000.	—	\$52,000.
- Allow. for Contractor	\$20,000.	—	—	—
- Allow. for Testing	\$ 5,000.	\$ 2,500.	\$ 2,500.	\$ 5,000.
B - Remedial Work Plan	\$23,000.	—	—	—
C - Update Maint. Program	\$ 7,000.	—	\$ 7,000.	\$ 7,000.
- Press Box Assessment	\$11,000.	—	\$11,000.	\$11,000.
- Misc. Expenses	<u>\$ 8,000.</u>	—	<u>\$ 2,000.</u>	<u>\$ 2,000.</u>
	\$126,000.	\$54,500.	\$22,500.	\$77,000.

City of Miami



JORGE C. CANO, P.E.
Director

JOE ARRIOLA
City Manager

September 2, 2003

Mr. M. Ronald Milmed, P.E.
Senior Vice President
Bliss & Nyitray, Inc
51 SW LeJune Road
Miami, Florida 33134-1749

RE: WORK ORDER AUTHORIZATION
Orange Bowl Stadium - Structural Conditions Assessment Proposal

Dear Mr. M. Ronald Milmed:

This Work Order is deemed to incorporate by reference the terms and conditions of that certain Professional Consultant Contract for Structural Engineering Services, under Resolution 03-873 dated July 24th, 2003, between the City of Miami and Bliss & Nyitray, Inc

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

Additionally, this work has been authorized by the City Commission Resolution No. 03-873 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 are detailed in Exhibit "A", attached hereto and made a part hereof.

II. Time of Performance

The Scheduled for performance of the work is detailed in Exhibit "B", attached hereto and made a part hereto.

III. Compensation

The work will be performed for a fee guaranteed not to exceed the sum of \$118,000.00 for Basic Services Plus \$8,000.00 for Miscellaneous Expenses under authorization of the City Engineer for a total of \$126,000.00. The City shall not be liable for any cost, fee, or expenditure above ^{what is} set forth in this section. The above quoted fee includes an allowance for reimbursable expenses ^{A RAR} that comply with requirements of the Agreement. Any eligible reimbursable expenses shall conform to the limitations of §112.061, Fla. Stat.

IV. Sub-Consultants

N/A

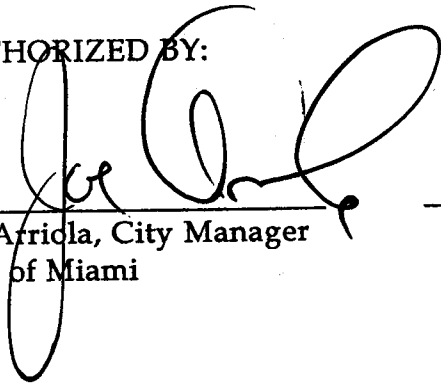
V. Estimated Construction Cost

N/A.

VI. Attachments

1. Professional Services Agreement between Bliss & Nyitray, Inc and the City of Miami, under Resolution No. 03-873
2. Exhibit "A"
3. Exhibit "B"
4. Exhibit "C"
5. Exhibit "D"

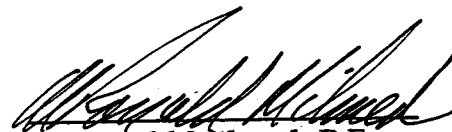
AUTHORIZED BY:



Joe Arricla, City Manager
City of Miami

Date

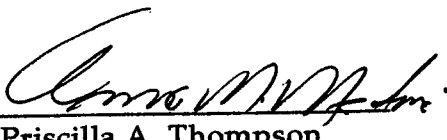
ACCEPTED AND APPROVED BY:



M. Ronald Milmed, P.E.
Bliss & Nyitray, Inc
BLISS

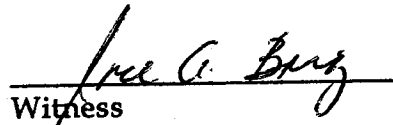
9-16-03
Date

Attest:



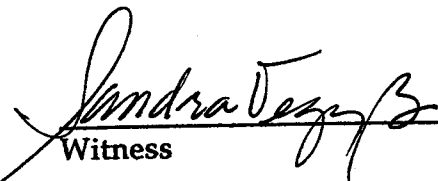
Priscilla A. Thompson
City Clerk

12/4/03
Date



Witness

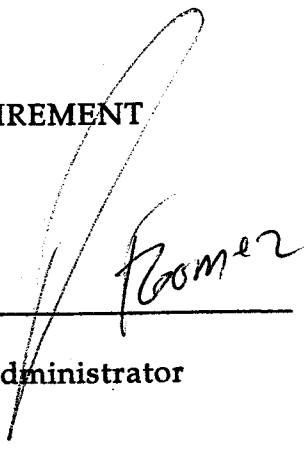
9-16-03
Date



Witness

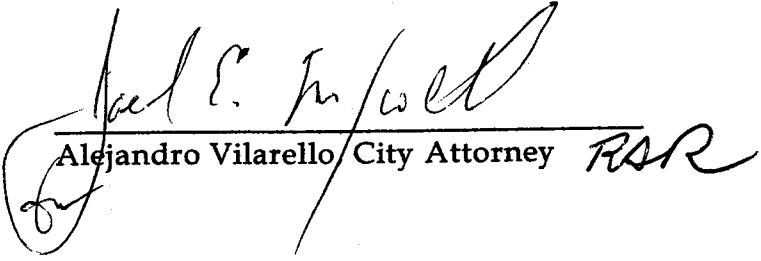
9.16.03
Date

INSURANCE REQUIREMENT
APPROVED:



Dianne Ericson,
Risk Management Administrator

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:



Alejandro Vilarello City Attorney *RSR*

JCC/JBO/SV/sv

J-03-656
07/15/03

RESOLUTION NO. 03-873

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5^{ths}) AFFIRMATIVE VOTE, RATIFYING, APPROVING AND CONFIRMING, THE CITY MANAGER'S FINDING OF AN EMERGENCY, WAIVING THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT ("CCNA") PROCEDURES TO ENGAGE BLISS AND NYITRAY, INC. ("BLISS") AS STRUCTURAL ENGINEERS TO DETERMINE THE LOAD BEARING CAPACITY OF THE ORANGE BOWL; AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE, IN AN AMOUNT GUARANTEED NOT TO EXCEED \$126,000, INCLUSIVE OF FEES AND REIMBURSABLE EXPENSES; ALLOCATING FUNDS FROM PROJECT NO. _____.

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

Section 1. By a four-fifths (4/5^{ths}) affirmative vote, the City Manager's finding of an emergency waiving the Consultant's Competitive Negotiation Act ("CCNA") procedures is ratified, approved and confirmed, and the engagement of Bliss and Nyitray, Inc., structural engineers to determine the load bearing capacity of the Orange Bowl is approved, in an amount

ATTACHMENT (S)
CONTAINED

CITY COMMISSION
MEETING OF
JUL 24 2003
Resolution No.
03-873

guaranteed not to exceed \$126,000, inclusive of fees and reimbursable expenses, with funds allocated from Capital Improvements Project No._____.

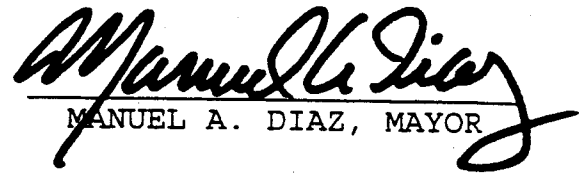
Section 2. The City Manager is authorized^{1/} to execute a Professional Services Agreement, in substantially the attached form, for said purpose.

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

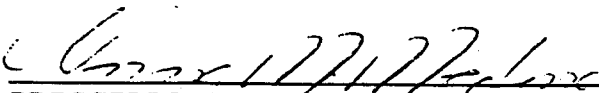
^{1/} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.


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

PASSED AND ADOPTED this 24th day of July, 2003.


MANUEL A. DIAZ, MAYOR

ATTEST:


PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: 


ALEJANDRO VILARELLO
CITY ATTORNEY

W7401:tr:AS

PROFESSIONAL SERVICES AGREEMENT
[Structural Engineering Services]



This Agreement entered into this 24th day of July, 2002³ by and between The CITY of Miami, a Municipal Corporation of the State of Florida, (the "CITY"), and Bliss & Nyitray, Inc. , a State of Florida corporation, (the "PRINCIPAL" or "B & N").

WITNESSETH

WHEREAS, the CITY has scheduled a substantial number of improvements and betterments for upcoming fiscal years at the City of Miami owned Orange Bowl Stadium (the "Project") that require professional structural engineering services; and

WHEREAS, the Commission of the CITY of Miami, by Resolution No.03-873 adopted on July 24, 2003, approved the retention of the Principal to provide Structural engineering services for the City relative to the Orange Bowl Stadium including, without limitation, a plan for the necessary repairs and maintenance of the structure including its accurate condition, load capacity and life span 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 Structural engineering 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 six (6) months, commencing on the date hereof and ending six (6) months thereafter (the "Expiration Date"), subject, however, to the provisions of Section 19 hereof. The CITY has the right to extend the term hereof for an additional period of six (6) months subject to the approval 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 study area as generally designated by the CITY or other related professional services requested by the CITY.
- B. WORK - means Structural engineering Services to be rendered or provided by the PRINCIPAL for the PROJECT.
- C. SERVICES - means the Basic Services and/or the Scope of Work, as described in Section 6 hereof, to be performed by the PRINCIPAL under this Agreement.
- D. CIP BUDGET - means the amount allocated by the CITY for the PROJECT and all increases authorized by the CITY. The City shall have no liability for fees or costs, which exceed the CIP BUDGET, in the absence of an amendment to this Agreement. The CIP Budget for this work is one hundred eighteen thousand (\$118,000.00) dollars.
- E. PROJECT MANAGER - means the Director of the Department of Capital Improvement Projects ("CIP") or his/her designee. For purposes of this Agreement the term PROJECT MANAGER shall be interpreted to be read in conjunction with CITY insofar as that any time an administrative approval by the CITY, comment or decision is appropriate from the CITY under this Agreement the PROJECT MANAGER shall have the authority to act for the CITY. The PROJECT MANAGER may, at his/her discretion, consult with the DIRECTOR or the City Manager on any such matter. The PROJECT MANAGER may reallocate the funds established in the CIP BUDGET between different

categories of work, if warranted. The PROJECT MANAGER shall not be authorized to execute amendments, or to make decisions on matters of policy or matters that would cause any increase in any of the SERVICES or CIP BUDGET.

5. Services.

A. General

- i. At the City's request, made in accordance with Sub-Section B below, PRINCIPAL shall perform the Services described in Section 6 below. The Services include but are not limited to the services outlined in Section 6 herein and services that may be required in connection with a Project. The Work shall be performed in a sound, economical, efficient and professional manner and within the time and the manner required in the Work Order, as mutually agreed upon by the PRINCIPAL and the CITY.
- 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 Project Manager 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

INITIAL
[Signature]

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 Structural engineering practices *CONSISTENT WITH THAT EXERCISED BY MEMBERS OF THE SAME PROFESSION CURRENTLY PRACTICING UNDER SIMILAR CIRCUMSTANCES.*

iii. The PRINCIPAL shall, in the performance of the *APPLICABLE* 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 Florida Worker's Compensation Act, the National Environmental Policy Act and Equal Employment Opportunity Legislation, as they may be amended from time to time.

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

- a. Strive to complete the Work within the time allowed by maintaining an adequate staff of qualified employees on the Work at all times. Unless other stated in a Work Authorization or an amendment to the Agreement time is of the essence in the performance and completion of the Work.
- 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, in writing, the status of the Project to the Project Manager, upon request, or as required by this Agreement, and maintain all notes and related Work open to inspection by the CITY, at all times during the term hereof and for three (3) years thereafter.
- e. Prepare the plans, texts and all other documents pertaining to the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations.
- f. Be available for general consultation and advice during the term of the Project.
- v. The CITY agrees to make available to the PRINCIPAL any currently existing and pertinent plans and other data in City's possession pertaining to the Work to be performed for the Project. The PRINCIPAL shall recommend to the CITY and be responsible for the review and interpretation of appropriate plans and reports that need to be obtained or performed for the proper execution of the Principal's services.

B. Requests For Services.

- i. Except in emergency situations, as determined by the City Manager under the applicable provisions of the City Procurement Ordinance, all requests for Services

shall, beyond those already set forth in this Agreement and its exhibits, be made by a written Request For Services ("RFS") issued by the Project Manager. In case of an emergency situation, 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. All such documents shall be in writing. 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. If applicable, 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 Planning 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 Planning Department, unless otherwise directed in writing by the Project Manager.

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. If no work order or Notice to Proceed is issued with a different date, all work shall be completed and submitted within six (6) months of execution of this Agreement.

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 and/or this Agreement being terminated.

6. Scope of Work - Scope of Work consists of complete professional structural engineering services for any or all described in this Agreement and its Exhibits :

i) Scope of Services

ii) Project Schedule

iii) Project Budget, inclusive of all fees and reimbursable expenses.

iv) To the extent that the provision of Services for a Project require any services, outside the Principal's expertise, the PRINCIPAL shall use the services of those, if any, who have been designated as "Approved Sub-consultants," as the term is defined in section 16 herein. The PRINCIPAL agrees to coordinate its effort with that of the Subconsultants involved in a Project

to assure fully coordinated and complete Work. The PRINCIPAL is responsible for direction, supervision and work product of "Approved Sub-Consultants." The PRINCIPAL shall prepare and coordinate the delivery of final documents to be provided to the CITY. The PRINCIPAL may also be required to provide consulting services to the CITY on various matters that do not result in plans and drawings. The CITY acknowledges that any agency of the CITY may purchase services in part or in whole from this contract, provided that there is compliance with all applicable laws, and that the authorization of the City Commission or the CITY Manager, as applicable to the amount involved, or his authorized designee, gives prior, written permission.

A. Phase I - Programming:

- i. The PRINCIPAL shall confer with the Project Manager and other designated representatives of the CITY, including the Department in charge of the Project, to determine the general requirements for the completion of the Project all within the CIP Budget which shall have been established by the CITY at project initiation.
- ii. The PRINCIPAL shall use proper and adequate engineering controls to assure the CITY that the Project will be executed within the CIP Budget and Project Schedule.

- iii. If warranted, the PRINCIPAL shall prepare a written or verbal presentation to the CITY to discuss the documents and plans required by the Scope of Services. This presentation shall include a written proposed Project Schedule.
- iv. The proposed Project Schedule shall include a timetable indicating the completion date of the Project.
- v. The documents and plans shall consist of all documents and drawings (as may be required by the Agreement or its exhibits), and any applicable Notice to Proceed, Work Order or other written authorization issued by the Project Manager.
- vi. If necessary, as determined by the CITY and the PRINCIPAL, the PRINCIPAL shall make a written or verbal presentation to discuss the plans and documents required by the scope of services to the appropriate CITY Boards (such as the Orange Bowl Advisory Board). Such presentations will be a part of the PRINCIPAL'S basic services and shall not be billed as additional services.
- vii. The PRINCIPAL shall submit to the CITY two (2) copies of all documents required under this Agreement , at no additional charge, for approval by the CITY. The PRINCIPAL shall not proceed with the next Phase until directed by the Project Manager.

B. Phase II - Charrette(s):

- i. After receiving approval from the CITY CIP Director , the PRINCIPAL may conduct charrette(s) as may be appropriate and applicable.
- ii. The charrette(s) may be conducted to gather information and solicit feed back from directly affected or impacted appropriate City departments, groups, and individuals as determined by the CITY and the PRINCIPAL, and other Orange Bowl recurrent users, that use the facility in order to initiate preparation and refine the documents described in the scope of services.
- iii. The PRINCIPAL shall submit to the CITY, two (2) sets of all documents required under this Phase, at no additional charge, for written approval of the CITY Project Manager. The PRINCIPAL shall not proceed with the next phase until directed, in writing, by the Project Manager.

C. Phase III - Draft Report :

- i. From any approved draft Documents, the PRINCIPAL shall prepare a set of a revised draft Report setting forth in detail the findings and components of the all the documents required under the scope of services. (i.e.: Building Code, Master Plans, Architecture codes, etc.)
- ii. The draft Report shall be prepared in a manner that will assure clarity.

iii. Whenever computer using InDesign, AutoCad and Microsoft "Word" format, shall create possible, the Draft Report. Another format may be used only if approved, in advance and in writing, by the CITY PROJECT MANAGER.

iv. The PRINCIPAL shall make, as necessary by either party, presentations of the draft documents as outlined and identified within the corresponding scope of Work.

D. Phase IV - Submittal of Final Report :

i. PRINCIPAL shall make all required changes or additions and resolve all questions resulting from the City's review within the limits of the agreed schedule and scope of services. This shall be at no additional charge to the CITY, except for changes requested by the CITY that are in conflict with prior CITY directives or approvals or constitute the City's modifying the scope or program of the project. All revised reports and any other documents shall be submitted to the CITY for written approval. After written approval by the CITY, the PRINCIPAL shall furnish, at no additional charge, a master set of a final structural engineering report in compliance with applicable law and this Agreement, and any related reproducible drawings and documents to the CITY PROJECT MANAGER.

7. Project Completion Time; Time Extensions; No Damages for Delay. 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 should 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 Acts of God, abnormally severe and unusual weather conditions of longer than three (3) day's duration, recognized natural or public health emergencies, freight embargoes as defined by Florida law, which are beyond the control of the PRINCIPAL. In order to be eligible to request a time extension the PRINCIPAL must demonstrate that such causes are beyond its control, and not due to the fault or neglect of the PRINCIPAL or its Approved Sub-contractors. In the event of a justifiable request for an extension of time submitted by PRINCIPAL the PRINCIPAL shall only be entitled to an extension of time. No claim for damages of any kind may be paid for any delays. PRINCIPAL shall not be entitled to any increase in the PLANNING BUDGET, or payment of compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or

unforeseeable, avoidable or unavoidable, provided, however, that this provision shall not preclude recovery of damages by PRINCIPAL, limited by §768.28, Fla. Stat., for hindrances and delays due solely and exclusively by fraud, bad faith or active interference on the part of the CITY. Otherwise, PRINCIPAL is entitled only to extensions of time as the sole and exclusive remedy for such resulting delay, expressly in accordance with, and to the extent specifically provided and limited above.

8. 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.
9. 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 presently has in its possession and at its disposal. The CITY shall not be obliged to create such information for the PRINCIPAL.
10. 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 on a cumulative basis permitted for all Work

under this Agreement shall not exceed a guaranteed maximum of \$118,000. The sum of \$118,000 shall be a guaranteed maximum for all work performed under this Agreement, as amended from time to time. Cumulative Work Authorizations, Notices to Proceed and similar instruments shall all be subject to this guaranteed maximum. The guaranteed maximum of \$118,000 will be the upper limit of liability to the CITY for all fees of the PRINCIPAL, its Sub-consultants, agents, or representatives, and inclusive of costs, reimbursable expenses and any other expenditure relating to Principal's performance of the work. The Guaranteed maximum sum established herein will apply regardless of the method of compensation agreed upon for payment of fees to the PRINCIPAL. The CITY shall have no liability under any circumstances to the PRINCIPAL for any amount exceeding the guaranteed maximum set forth herein.

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

A. 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, rentals, labor, wages, taxes, insurance, benefits, vacation/sick leave

overhead and profit and shall be applicable to any necessary overtime Work.

<u>Category</u>	<u>Hourly Rates</u>
Principal in Charge	\$.00
Director	\$.00
Project Manager	\$.00
Designer	\$.00
Draftsperson	\$.00
Administrative (Billing, Reports Preparer)	\$75.00
Clerical (Filing, Light Word Processing)	\$25.00

11. 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 forty-five (45) days following Project Manager's receipt of the proper 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. Invoice number and date.
- G. All invoices submitted to the City will comply with Florida's "Prompt Payment Act", §218.70, Florida Statutes.

12. Schedule of Work. The CITY shall have the sole right to determine which Project, if any, shall be assigned to the PRINCIPAL. The execution of this Agreement is not a

representation or commitment by the CITY to award any Project or Work will be assigned to PRINCIPAL. The CITY and the PRINCIPAL will mutually agree upon, the schedule of Work and time for performance in writing.

13. Extra Work Expenses. If the PRINCIPAL has incurred extra Work or expense due to changes or services ordered by CITY after any portion of the Work and services are 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 PROJECT MANAGER if, in the CITY Project Manager's reasonable opinion, such Change Order is warranted. A change order must be attributable to an unforeseen, unanticipated or unexpected act or event that was not within the contemplation of the parties. If the PRINCIPAL caused extra Work or expense without prior approval 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.

14. Reimbursable Expenses: Reimbursable expenses must be approved in writing by the PROJECT MANAGER, must be strictly attributable to the Work involved in the PROJECT, and must be properly documented to the reasonable satisfaction of the PROJECT MANAGER. Reimbursable expenses are to be paid in addition to compensation for Basic Scope Services and include expenses incurred by the PRINCIPAL, its employees and other consultants in the interest of each Project, as identified as follows:

Providing the services of special specialists, such as traffic, environmental, marketing etc., in addition to those that are required to provide the basic scope of services. Unless otherwise agreed, the extra expense of specialists, when authorized, shall be the amount paid to the specialist. The compensation for these services shall be done as reimbursable expenses. This Section does not apply to Professional Services of those individuals and specialists employed by the PRINCIPAL or by an "Authorized Sub-contractor"...

A. Expenses of surveys, plans, and other document retention that may be required in performance of the scope of services if paid by the PRINCIPAL.

B. Traveling of sub-consultants and Principal's employees from outside of Miami-Dade County when authorized in advance by the City's Project Manager. Transportation and living expenses of PRINCIPAL or its employees shall be paid not to exceed limitations established by law, including, without limitation §112. 061, Fla. Stat.

C. The cost of services necessary to prepare, reproduce, and distribute all documents required by the scope of the Agreement. These include printing, scanning, phone, fax, FedEx, and messenger.

D. Changes in the Project initiated by the CITY or Contractor.

15. Approval of Documents. The CITY agrees within thirty (30) days after delivery, it will, approve, reject, or return

with indicated suggested revisions or recommendations, all documents or other written communications submitted by the PRINCIPAL to the CITY for approval. Such approval, revisions or recommendations by the CITY shall not relieve the PRINCIPAL of its responsibility for the Work.

16. Sub-consultants The PRINCIPAL shall employ Approved Sub-consultants where their specialties are required to perform the Work for an assigned Project.

A. The PRINCIPAL may choose additional Sub-consultants provided it first obtains the prior written approval of the CITY PROJECT MANAGER. The PRINCIPAL may not exclude Approved Subconsultants from a Project without the CITY Project Managers prior written consent. The reasons for hiring additional Sub-consultants or for the replacement of the Approved Sub-consultants shall be detailed in the Principal's written request for City's written consent.

B. The PRINCIPAL shall be responsible for all the Work of its organization, employees and its Sub-consultants. Nothing contained in this Agreement shall create any contractual or business relationship between any of the Sub-consultants Working for the PRINCIPAL and the CITY. The PRINCIPAL agrees and understands that it is in no way relieved of any responsibility under the terms of this Agreement by virtue of any other professional who may associate with it in performing the Work.

C. Sub-consultants that must be used are:

17. 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 the 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.
- C. PRINCIPAL agrees that none of its employees shall, during the terms of this Agreement, serve as an adverse or hostile witness against the CITY in any legal or administrative proceeding in which the he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report in writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of the CITY in any such pending or threatened legal or administrative proceeding. The limitations of this

section shall not preclude such persons from representing themselves in any action or any legal proceeding regarding this Agreement. PRINCIPAL agrees to prohibit its Authorized Sub-Contractors, by written contract, from having any conflicts within the meaning of this section.

18. Ownership of Documents. All reports, tracings, drawings, plans, computer media, surveys, tracings, schedules, documents, 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. All such documents and data as specified in this section are to be delivered by PRINCIPAL to the PROJECT MANAGER at the termination or conclusion of the Agreement, whether finished or unfinished. Failure to deliver such documents or data within 10 days of the date of termination or conclusion shall be just cause for the CITY to withhold any payments due (without interest to or recourse by) the PRINCIPAL until there is full compliance with this section. The PRINCIPAL cannot use documents or data prepared in connection with this Agreement on any other PROJECT, which is not a CITY OF MIAMI PROJECT. The obligations of the PRINCIPAL under this section shall survive the cancellation or expiration of the Agreement.

19. 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 30 hereof. Ten (\$10.00) dollars of the sums payable to PRINCIPAL are given as specific and independent consideration for the ability to terminate, for convenience of the CITY, at any time. The PRINCIPAL shall have no recourse from a termination for convenience.

B. 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. PRINCIPAL shall promptly deliver all such documents or data to the PROJECT MANAGER at the termination or conclusion of the PROJECT or the Principal's Work, as applicable. The PRINCIPAL'S failure to comply with this section shall be just cause for the CITY to withhold payments of any sums due the PRINCIPAL, and the PRINCIPAL shall have no recourse from such action, nor shall it be entitled to

receive the funds (less any interest) until there is full compliance with this section. The PRINCIPAL'S duties shall survive expiration or cancellation of this Agreement.

20. Award of Agreement.

A. 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.

B. 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.

21. 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.

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

23. 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. The PRINCIPAL agrees to maintain such records available in Miami- Dade County during this period of time.

24. 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

Administrator of the CITY of Miami. All such companies shall be rated at least B: V, or better, per the latest edition of A.M. Best's Key Rating Guide. All policies required hereunder(excepting only the Professional Liability Insurance) shall name the CITY as "Additional Insured".

F. The PRINCIPAL shall furnish certificates of insurance to the CITY Risk Manager at Risk Management Division, Miami Riverside Center, 9th Floor, 444 S.W. 2nd Av., Miami, Fl. 33130-1910, 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.

25. Right of Decisions.

A. 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.

B. 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, within thirty (30) days of the Project Manager's decision, to the CITY Manager. The City Manager, or the Manager's duly authorized designee, will meet once with the PRINCIPAL and the PROJECT MANAGER, if requested to do so at the time the written objections are made, and the CITY Manager, or the authorized designee, will issue a final decision in due course and this shall be the final decision of the CITY.

26. 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.

27. Construction of Agreement; Venue; Waivers. 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. Venue in any action between the parties shall be in Miami-Dade County, Florida. In order to expedite the conclusion of any such action the parties waive their right to a jury trial, or to file a permissive counterclaim, or to claim attorneys fees from the other in any action between them arising out of this Agreement.

28. Independent Contractor. The PRINCIPAL 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. Nothing in this Agreement creates a joint venture, partnership or other business affiliation between the parties.

29. Non-Delegability. The PRINCIPAL'S work skills are considered unique in nature and the CITY relied on them in selecting the PRINCIPAL. . It is understood and agreed that the obligations undertaken by the PRINCIPAL pursuant to

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

30. 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.

31. 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.

32. 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 use good faith efforts to comply with all applicable substantive and procedural provisions therein, including any amendments thereto.

33. Indemnification. The PRINCIPAL covenants and agrees that it will indemnify, save and hold harmless the CITY, its officers, agents and employees from any and all claims, losses, damages, ~~costs~~, judgments, costs, charges or expenses arising out of or in connection with the negligent acts, actions, or omissions of the PRINCIPAL or any of its Sub-Consultants, officers, agents, employees, whether direct or indirect, provided, however, that PRINCIPAL shall not be liable under this Section for damages or injury arising solely 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. ~~These indemnifications survive the term of this Agreement.~~ This indemnity provision shall survive the termination of this agreement and shall continue in effect for a period of five (5) years from termination or the completion of Services, whichever is later.

The indemnifications provided above shall obligate the PRINCIPAL to defend at its own expense or to provide for such defense, at the City's option, any and all claims of liability and actions of every name and description that may be brought against the CITY, excluding only those that allege the sole negligence of the CITY, which may result from the operations or work under this Agreement, whether they be performed by the PRINCIPAL, its Sub-Consultants, employees, agents or representatives. This Indemnity shall be construed to comply

with Chapter 725, Florida Statutes, if the Chapter is found to be applicable by a court of competent jurisdiction.

33. 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:

CITY Manager
444 S.W. 2nd Avenue, 10th Floor
Miami, Florida 33130

PRINCIPAL:

Bliss & Nyitray, Inc.
51 S.W. Le Jeune Road
Miami, Florida 33134-1749

CIP Department
Attn: CIP Director Jorge Cano
444 S.W. 2nd Avenue, 8th Floor
Miami, Florida 33130
(305) 416-1200

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

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

36. 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.
- E. Preparation of this Agreement is a joint effort between the CITY and the PRINCIPAL and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

F. Neither the CITY nor the PRINCIPAL intend to benefit directly or substantially a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement.

G. Neither the PRINCIPAL nor its employees shall have or hold any continuing or frequently recurring employment contractual relationship that is substantially antagonistic or incompatible with PRINCIPAL'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

Bliss & Nyitray, Inc.
a Florida corporation

ATTEST

Paul A. Zilio
Corporate Secretary

By: [Signature]
President

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

ATTEST:

for: Priscilla A. Thompson
PRISCILLA A. THOMPSON
City Clerk

Joe Ariola
Joe Ariola
City Manager

APPROVED AS TO CONTENT:

Jorge Cano
Jorge Cano , Director
CIP Department

APPROVED AS TO FORM AND CORRECTNESS:

for: Alejandro Vilarello
ALEJANDRO VILARELLO
CITY Attorney
~~Administrator~~
SZJ/egg

APPROVED AS TO INSURANCE REQUIREMENTS:

Diane Ericson
Diane Ericson , Administrator
Risk Management Division

Exhibit "A"

Scope of Services

"The scope of services shall consist of visual observation of two bays of the exposed stadium structure on each of the North, South and West sides, including the field lighting, lower press box, and VIP seating in a manner similar to the attached RFP Scope of Services issued by Ellerbe Becket May 19, 2003 and the attached Structure Condition Assessment Plan. The plan outlines the extent of the observation of the exposed steel and concrete structure to be performed sufficient to gain confidence that the remainder of the structure is in a similar condition."

The Scope of Services include field survey by a senior field representative assisted by professional structural engineer, the use of testing Laboratory to provide testing services, the use of a General Contractor to provide scaffolding, high lifts and any other equipment or personnel required to accomplish the tasks involved in the project.

Bliss & Nyitray, Inc shall submit complete and fully services necessary to submit a written report of structural assessment, inspection and testing results, findings including relevant photographs, remedial work plan with alternate, and maintenance program for the above mentioned project.

The project consists of a comprehensive structural assessment of the existing Orange Bowl Stadium located at 1501 NW 3rd Street, Miami, Florida 33125.

Exhibit "B"

Time of Performance

SEP. 2. 2003 4:15PM BLISS & NYITRAY, INC

NO. 394 P. 1/1



BLISS & NYITRAY, INC. CONSULTING ENGINEERS
51 S.W. LE JEUNE ROAD, MIAMI, FLORIDA 33134-1749 TEL (305) 442-7086 FAX (305) 442-7092

MEMORANDUM

PROJECT City of Miami Orange Bowl
TO Mr. Juan Ordonez, P.E.
FROM M. Ronald Milmed, P.E.
SUBJECT Structural Condition Assessment - 2003

BNI JOB NO. 9715.04
DATE 08/01/03
PAGE 1 of 1

The following is our estimate of the time to perform the tasks associated with the referenced assignment and as listed in our Structural Condition Assessment Plan attached to our Proposal dated July 7, 2003.

- To complete the field portion of the work - 4.5 weeks.
- To complete the Remedial Work Plan - 3.5 weeks.
- To complete the Press Box Assessment - 1.5 weeks.
- To complete the up-dated maintenance Manual - 1 week.

While this totals 10.5 weeks, some of the time will overlap and I believe we can complete these assignments within two and a half months.

MRM/es

Post-It® Fax Note	7671	Date	9-2-03	# of pages	1
To	Sandra Vega	From	P. MILMED		
Co./Dept.	City of Miami	Co.	BLISS & NYITRAY INC.		
Phone #		Phone #	305-442-7086		
Fax #	305-440-5304	Fax #	305-442-7092		

Exhibit "C"

ELLERBE BECKET



REQUEST FOR PROPOSAL

Orange Bowl Structural Assessment

Introduction

The Orange Bowl in Miami Florida has long been the site of classical football matches. In order to extend that tradition the City of Miami in association with the University of Miami (Owner) is pursuing an investigative study into the structural integrity of the Orange Bowl in Miami Florida. The goal is to retain a Structural Inspection and Material Testing Consultant (Consultant) to perform a structural condition assessment; to inspect and test representative areas as necessary, and propose a combination of remedial and maintenance work to be performed, and to develop bid documents to implement said work.

Project Description

Major renovations for the Orange Bowl Stadium in Miami, Florida are currently being studied. A team has been pursuing design alternatives and evaluating feasibility of the Orange Bowl renovation options that will serve the facility for a period of up to 30 years. The existing Orange Bowl stadium is a compilation of numerous construction phases starting over 65 years ago. An annual repair program has been ongoing. However, due to previous years of neglect, the overall condition and life span of the structure are in question. A comprehensive structural assessment of the existing stadium is desired to determine the existing condition of the stadium, estimated life span of the various structural components and necessary maintenance and repairs to make the stadium a viable facility for the next 30 years.

BASIC SERVICES

Consultant shall provide the following services to develop a plan for necessary repairs and maintenance to the structure, which allows the Orange Bowl to operate for a period of 30 years in its revised configuration.

- I. **Structural Assessment** Complete an accurate condition, load capacity and life-span assessment of the portion of existing primary and secondary structure of the Orange Bowl stadium that is planned to be utilized in the proposed new stadium configuration (See attached plans).
 1. The components that shall be assessed include:
 - a. The primary steel seating bowl structure including floor framing, seating bowl framing, lateral load resisting systems, building expansion joints, vomitories, stairs and ramp structures. Address vibration behavior in relation to current criteria.
 - b. The existing sports lighting towers
 - c. The seating bowl steel and concrete stadia units
 - d. Building cladding and glazing systems with respect to hurricane resistance.

Exhibit "C"

ELLERBE BECKET



- e. Any other secondary structural lateral bracing and elements required for the building to remain structurally sound.
 - f. Primary and elevated structure of the Press Box building.
2. Structures NOT to be considered in the assessment should include:
- a. The first seventeen rows of the existing lower seating bowl up to the cross aisle at the north and south sides.
 - b. Secondary structures, (i.e. toilets and concessions)
 - c. Main Scoreboard located in the east endzone
 - d. All site structures and ticket buildings not directly associated with the main stadium structure

3. Inspection and Testing

Typical representative areas of at least 10% of the total stadium, but not less than two entire bays on the north, west and south sides of the stadium, shall be selected and surveyed by the awarded consultant. These areas shall be thoroughly evaluated by means of visual inspection and physical testing. The entire structure within the representative areas shall be visually inspected and material testing shall be done as determined by the consultant to meet the required goals as stated in this RFP. The proposal shall include a detailed description of the proposed inspection and material testing scope necessary to achieve the goals of the project. The Consultant is responsible for all work and materials necessary to perform the work described herein, including but not limited to, equipment necessary to access elevated structure, clean the steel structure as necessary for thorough visual inspection, all material testing, and repair of any areas where destructive testing has been performed.

3A. Inspection and Testing (Alternate)

All structural bays on the north, west and south sides of the stadium of both the lower and upper bowl shall be surveyed by the awarded consultant. These areas shall be thoroughly evaluated by means of visual inspection and physical testing. The entire structure within the representative areas shall be visually inspected and material testing shall be done as determined by the consultant to meet the required goals as stated in this RFP. The proposal shall include a detailed description of the proposed inspection and material testing scope necessary to achieve the goals of the project. The Consultant is responsible for all work and materials necessary to perform the work described herein, including but not limited to, equipment necessary to access elevated structure, clean the steel structure as necessary for thorough visual inspection, all material testing, and repair of any areas where destructive testing has been performed.



II. Remediation / Maintenance Program Develop a feasible plan with options for repairs, re-construction and their associated maintenance programs considering relative life-cycle costs that will allow the stadium to remain structurally safe for 30 years.

1. **Remedial Work Plan** Develop remedial work plans in sufficient detail to describe the work to be anticipated for the entire stadium. The plan can be of generic nature with narratives and typical detail sketches so that the proposed work can be priced for the entire stadium.
 - 1.A **Remedial Work Plan (Alternate)** Develop plans, details and CAD documents outlining the scope of work necessary for the entire stadium structure minus those items as excluded in item I.2 above.
2. **Maintenance Program** Develop an associated maintenance program for each level of structural remediation. Program should include time frames recommended for each regularly scheduled maintenance scope with outline specifications for materials to be used in the work. Program should not include any work required to perform un-anticipated repairs or repairs necessary as a direct result of Acts of God.

III. Project Design Conditions

The Consultant shall be responsible for becoming totally familiar with the project conditions as well as the proposed renovation concepts for the stadium. The current plan for the Orange Bowl Stadium improvements involves a major reconstruction of the stadium concourses and expansion of the existing press box facilities. Conceptual drawings of the renovation proposals are attached for review. Additional questions concerning the scope of the proposed renovations or the necessary structural response to such proposals should be directed in writing to the Project Representative:

Mr. Paul Griesemer, AIA
Ellerbe Becket Inc.
4600 Madison, Suite 1000
Kansas City, MO 64112
816 360 4462 ph
816 561 2863 fx

IV. Deliverables

- A. The Consultant shall prepare and present a preliminary report consisting of narratives, inspection and testing reports, and sketches to describe the recommended options for repairs and maintenance in sufficient detail so that preliminary cost estimates of the recommended work can be made by others. The Consultant shall then prepare the final report (5 copies) incorporating information required by the Owner's comments. All narratives, specifications, and drawings shall be prepared and sealed by an engineer licensed in the State of Florida. All written documents shall be in Microsoft Word format and any drawings provided in AutoCAD (release 2000) plot files, with electronic versions provided to the owner at the completion of the work effort.



- B. (Alternate I.A.) In addition to the materials identified in Paragraph IV.A. above, the Consultant shall prepare in detail a complete set of Bid Documents identifying the necessary repairs and remediation for the complete stadium as outlined in I. A. Inspection and Testing above. The goal is to provide sufficient and necessary documentation to undertake this complete work upon completion of the structural assessment, survey and findings. Construction Administration and oversight of the repair and remediation work shall be bid separately at a later date.

V. Schedule

Proposals shall be delivered to the owner no later than 2:00 pm, May 30, 2003. It is anticipated that the Consultant will be selected and Notice to Proceed given by June 6, 2003. Final service agreement will be negotiated between the selected consultant and the University of Miami. (See attached Consulting Services Agreement) The inspection and testing phase of the work shall commence within 2 weeks of the notice to proceed. The preliminary report shall be completed within 60 days of the notice to proceed and the final report shall be complete within 14 days of receipt of the comments on the preliminary report. The consultant shall provide a proposed number of days to be added if the owner chooses the alternate option I.3A surveying and option II.1.A documenting the remediation for the entire stadium.

VI. Proposal

Proposals shall include a detailed scope of work necessary to achieve the goals of the project as stated herein along with associated lump sum cost. The scope shall include detailed work plan schedule and team members with their project roles identified.

Additional services to be estimated and included in the proposal shall include:

- Consultant shall provide assistance in review of up to three cost estimates of the proposed remediation work outlined in their report. The Project Representative shall provide estimates to them and the Owner and their design team shall identify written comments for review.
- Consultant shall provide feedback and review of the Conceptual Design Program set out for the Orange Bowl in response to the investigation work performed. The review shall be limited to the structure's ability to respond to the proposed modifications. Moderate structural design of the new structure necessary to evaluate the response of the existing building shall be included.
- Consultant shall perform a structural evaluation of similar scope outlined above for the existing press box structure. Evaluations shall include supporting concrete structures and the floor structures of the press box itself. Report will be required as listed in section five (V.) above

VII. Insurance Requirements

The proposal shall include proof of professional liability insurance in the amount of Five Million Dollars (\$5,000,000.00) and submit proof of such with their response to this RFP. The selected Consultant shall provide a copy of the policy naming the following as additional Insured:

Exhibit "C"

ELLERBE BECKET



- City of Miami
- University of Miami
- Hammes Company Sports and Development, LLC and its' affiliates
- Ellerbe Becket, Inc.

VIII. Informational Attachments to This RFP

- Conceptual Design Drawings for the proposed renovation, prepared by Ellerbe Becket Inc.
- STRUCTURAL CONDITION ASSESSMENT FOR THE ORANGE BOWL – PHASE II & III, City of Miami, Florida, December 28, 1998, Issued February 26, 1999. Prepared by: Bliss & Nyitray, Inc
- STRUCTURAL CONDITION ASSESSMENT FOR THE ORANGE BOWL – 2001 City of Miami, Florida, Issued June 2001. Prepared by: Bliss & Nyitray, Inc
- University of Miami Consulting/Service Agreement, prepared by The University of Miami

W:\1330001\4_Docs\4E_rfp\Orange Bowl Structural Assessment RFP.doc

Exhibit "C"

ELLERBE BECKET



Requests for Proposals
Orange Bowl Structural Assessment
Miami, Florida
PROPOSAL SUBMITTAL FORM

The consultant is requested to supply all inclusive fee submittal for the services as outlined herein and within the Request for Proposal document attached. Fees submitted shall be for all-inclusive price including all reimbursable expenses, and equipment necessary to accomplish the work.

• **BASIC SERVICES**

A. Structural Assessment

Fee to perform structural assessment of the Orange Bowl primary structural systems as outlined in items II. and IV. of the attached RFP. Fee should include all equipment necessary to perform the required preparation and inspections. Assessment will be performed on a sampling of the North, south and West sides of the stadium as representative of the entire building state.

Fee _____

A.1 Structural Assessment Alternate No1

Fee to perform structural assessment of the Orange Bowl primary structural system as outlined in item IV.1. of the attached RFP. Assessment will be performed on the entire building structure, on the north, west, and south sides.

No.# of Days _____ Fee _____

B. Remediation Report/Documentation

Fees to utilize the data recorded during the structural assessment and provide drawings, details and specifications necessary to competitively bid and perform necessary remedial work for the entire stadium.

Fee _____

B.1 Remediation Report/Documentation Alternate No 1

Fees to utilize the data recorded during the structural assessment and provide drawings, details and specifications necessary to competitively bid and perform necessary remedial work for the entire stadium.

No.# of Days _____ Fee _____

C. Maintenance Program

Fee to outline a complete program for maintaining the stadium structural system in concert with the remediation plan outlined in item A above. The plan outline must prescribe the methods and material specifications to be used on a regular basis for the next 25 – 30 years.

Fee _____

Exhibit "C"

ELLERBE BECKET



• **ALTERNATE SERVICES**

A. Cost Estimate Review and consulting

Fee _____

B. Conceptual Design Review and feedback

Fee _____

D. Press Box Assessment and Remediation Report

Fee _____

**BLISS & NYITRAY, INC.**

51 S.W. Le Jeune Road
Miami, Florida 33134-1749
www.BNIengineers.com

STRUCTURAL ENGINEERS

Tel. 305-442-7086
Fax 305-442-7092
mail@BNIengineers.com

July 7, 2003

Exhibit "D"

City of Miami
Department of Capital Improvements
444 S.W. 2nd Ave., 8th Floor
Miami, Florida 33233

Attention: Mr. Jorge C. Cano, P.E.
Director

Reference: **Orange Bowl Stadium**
BNI Project No. M308
Structural Condition Assessment Proposal (Revised)

Dear Mr. Cano:

We are pleased to have been requested to submit this Proposal for a Structural Condition Assessment of the Orange Bowl. Bliss & Nyitray, Inc. has been continuously engaged by the City in similar assessments of the Orange Bowl since 1997. We, therefore, know where the most serious problems have been and where we should anticipate similar deterioration. We know what repairs have been successful and how to remediate many of the conditions we are likely to find.

The scope of our services consists of visual observation of two (2) bays of the exposed stadium structure on each of the North, South and West sides, including the field lighting, lower press box, and VIP seating in a manner similar to the RFP Scope of Services issued by Ellerbe Becket May 19, 2003 and the attached Structure Condition Assessment Plan. The plan outlines the extent of the observation of the exposed steel and concrete structure to be performed sufficient to gain confidence that the remainder of the structure is in a similar condition

A senior field representative assisted by our engineers will perform the field survey. A testing Laboratory will be engaged should any testing services be necessary. We will utilize the services of a General Contractor to provide scaffolding, high lifts and any other equipment or personnel required to accomplish our task. He will also provide any local demolition and replacement, such as at column bases, that may be necessary. A written report of our findings including relevant photographs will be provided.

Our fees for Basic Services are as follows:

- A. Structural Condition Assessment of the Orange Bowl based on surveying two (2) bays in each of the North, South and West Stands: Fifty Two Thousand Dollars (\$52,000.00). This does not include a contractor or testing laboratory.
Allowance for Contractor: Twenty Thousand Dollars (\$20,000.00)
Allowance for Testing: Five Thousand Dollars (\$5,000.00).
- B. Remedial Work Plan: Twenty Three Thousand Dollars (\$23,000.00).
This is based on extrapolation of 2-bay Condition Assessment utilizing typical details to allow a preliminary estimate of probable cost to be performed by others.
- C. Maintenance Program: Update the comprehensive Maintenance Manual previously issued. Seven Thousand Dollars (\$7,000.00)



Exhibit "D"

City of Miami
Mr. Jorge C. Cano, P.E.
July 7, 2003
Page 2 - Structural Condition Assessment Proposal

Additional Services, should they be required and authorized: Hourly in accord with the attached Hourly Rate Schedule. At this time the only Additional Service that is foreseen is the Press Box Assessment and Remediation Report: The fee for which is estimated at Eleven Thousand Dollars (\$11,000.00).

We are providing a sample certificate of insurance and upon executing the PSA a similar certificate would be provided indicating the City of Miami as an additional insured for general liability and auto coverage and as a certificate holder for professional liability coverage.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the City and BNI, the risks have been allocated so that the City agrees that, to the fullest extent permitted by law, BNI's total liability to the City, for injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of One Million Dollars (\$1,000,000.00), or the amount of BNI's fee (whichever is greater). Such causes include, but are not limited to, BNI's negligence, errors, omissions, strict liability or breach of contract.

We feel that the scope of this Proposal meets your requirements as discussed July 2, 2003 with Mr. Juan Ordonez, P.E. and much of the RFP received from Ellerbe Becket May 20, 2003 and the Addendum No. 1 dated May 27, 2003.

Thank you for allowing Bliss & Nyitray, Inc. the opportunity to continue to serve the City of Miami. Should you have any questions, please call me.

Sincerely,

BLISS & NYITRAY, INC.



M. RONALD MILMED, P.E.
Senior Vice President

MRM/jl

Attachments

cc: Juan Ordonez, P.E.
Accounting



Exhibit "D"

Orange Bowl Stadium
Miami, Florida
Structural Condition Assessment Plan
July 7, 2003

Event/Service Level

1. Review masonry and concrete walls.
2. Review slab-on-grade.
3. Review underside of Lower Bowl structure.
4. Review underside of lower seating structure.
5. Review columns and column bases.
6. Review field walls.
7. Review ramp walls and slab.
8. Review the West End zone precast and cast-in-place concrete from below.

Lower Bowl/Main Concourse Level

1. Review precast and cast-in-place concrete of West End Zone framing and seating.
2. Review the steel and concrete stadia units.
3. Review the underside of the level above.
4. Review columns, beams and their connections.
5. Review primary structure and bracing in toilet rooms, concession stands and storage rooms.
6. Review underside of framing above.

Upper Bowl and Upper Concourse Level

1. Review precast and cast-in-place concrete of West End Zone.
2. Review stadia units.
3. Review primary structure and bracing in toilet rooms, concession stands and storage rooms.

General

1. Review expansion joints and connections at expansion joints.
2. Review the condition of the structural steel connections.
3. Check for the extent of corrosion.
4. Review concrete for spalls and cracks in the west end zone.
5. Walk ramps and review the condition of concrete and steel surfaces, the underside of steel deck and the connections.



Exhibit "D"

Field Lighting Structure

1. Climb field lighting structure and review connections and condition of members.
2. Check for extent of corrosion.

Lower Press Box and VIP Seating

1. Review framing of press box.
2. Review framing and seating area of VIP structure.
3. Review cable X bracing at VIP fabric roof.



BLISS & NYITRAY, INC.

STRUCTURAL ENGINEERS

51 S.W. Le Jeune Road

Miami, Florida 33134-1749

www.BNIengineers.com

Te l . 3 0 5 - 4 4 2 - 7 0 8 6

F a x 3 0 5 - 4 4 2 - 7 0 9 2

Exhibit "D" - HOURLY RATE SCHEDULE

Project: Orange Bowl Stadium
Project No. M308

Date: 7/7/03

Client Initials: _____

BNI Initials: 

Principal	\$170 to \$250/Hour
Senior Engineer	\$150/Hour
Engineer	\$115/Hour
Junior Engineer	\$90/Hour
Senior Draftsman/CADD	\$85/Hour
Draftsman/CADD	\$75/Hour
Senior Field Representative	\$84/Hour
Administrative/Clerical	\$58/Hour

Above rates are based on a forty (40) hour week and on a multiple of 2.75 times Direct Personnel Expense, as defined by AIA. Rates are effective through December 31, 2003.

Principals:

Z. John Nyitray

Wm. Barton Wallis

M. Ronald Milmed

Paul A. Zilio

Ronald M. Jezerinac, Jr.

Exhibit "D"

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/23/03

PRODUCER
Suncoast Insurance Associates
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

Exhibit "D"

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Bliss & Nyitray, Inc.
51 S. W. LeJeune Rd.
Miami, FL 33134

INSURER A: Security Ins of Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	AEE0118889	06/21/03	06/21/04	\$1,000,000 ea claim \$1,000,000 ann agg

*Approved
10/2/03
Tomez*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Professional Liability is written on a claims made basis.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

For proposal purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bruce E. Jitka

PRODUCER
 Suricoast Insurance Associates
 P.O. Box 22668
 Tampa, FL 33622-2668
 813 289-5200

INSURED
 Bliss & Nyitray, Inc.
 51 S. W. LeJeune Rd.
 Miami, FL 33134

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **St. Paul Fire & Marine**
 INSURER B: **American Manufacturers Mutual Ins**
 INSURER C:
 INSURER D:
 INSURER E:

Exhibit "D"

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	BK01322872	03/01/03	03/01/04	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY	E7H08801500	03/01/03	03/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
					RETENTION	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7CQ08646101	01/01/03	01/01/04	WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$100,000
					E.L. DISEASE - EA EMPLOYEE	\$100,000
					E.L. DISEASE - POLICY LIMIT	\$500,000
	OTHER					

*Approved 10/2/03
F. Gomez*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Professional Liability is written on a claims made basis.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
For proposal purposes		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Bruce E. Jitka</i>

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 9/21/04 DISTRICT: 4

NAME OF PROJECT: KINLOCK PARK - SITE FURNISHINGS

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

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

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBERS CIP/PROJECT NUMBER: #331419

ADDITIONAL PROJECT NUMBER: B-75807

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 90,000 (\$800,000 allocated; estimated current balance is \$700,000)

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions

ACCOUNT CODE(S): CIP # 331419

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

AMOUNT: EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Furnish, Deliver & Install Play Equipment, Surfacing, Concrete and Site Furnishings as follows: Little Tikes station fitness center, 2 bay Maxplay swing w/2 belt seats, pedestal mount grill, Icon Shelter 20'X30' + freight, Ultracoat 15' bleachers, bike rack D-sided, single ped. Table Vinyl, surface mount ped table, inground benches, surface mount benches + freight. Installation of little Tikes equip, Icon Shelter, Ultracoat Equip. Excavate & grade, furnish & install curbs, concrete slab, play ground sand & pip rubber surface.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 8/26/04

Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 9/21/04

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: Based on Miami Dade County Bid #4907-2/03

APPROVAL: Robert O. Flann BOND OVERSIGHT BOARD

DATE:

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

Play-It-Safe Enterprises

15896 Mellen Lane
 Jupiter, Fl. 33478
 561-745-9444
 561-745-8740 - fax

B-75807

Quote

DATE	Quote #
7/23/2004	1738

Name / Address		
City of Miami Parks & Rec 444 S.W. 2nd Ave. 8th Fl. Miami, FL. 33130 Attn: Jose Cerdan		
Phone #	Fax #	TERMS
305-264-0341	305-416-2154	Due on receipt

DESCRIPTION	QTY	List Price	Discount	% Disc.	TOTAL	
Project: Kinloch Park Scope of Work: Furnish, Deliver & Install Play Equipment, Surfacing, Concrete and Site Furnishings as follows: This quote is based on Miami Dade County Bid # 4907-2/03 BPO ID: ABCWO300378 The actual amts. may vary depending on the work performed and materials used as directed by a City of Miami Parks representative						
Little Tikes Com 10 station fitness center # 200007428	1	6,799.00	6799.00	-815.88	12	5,983.12
Little Tikes Com 2 bay Maxplay swing # 200096622 w/ 2 tot & 2 belt seats	1	1,631.00	1631.00	-195.72	12	1,435.28
Little Tikes Com pedestal mount grill # 100001085 - 200X	5	108.00	540.00	-64.80	12	475.20
Freight:	1	991.00	991.00			991.00
Icon Shelter custom 20' x 30'	1	16,711.50	16711.50	-1671.15		15,040.35
Freight:		2,213.00	2213.00			2,213.00
It's been a pleasure working with you!					TOTAL	

- 1.) Site security & safety are Owners responsibility.
- 2.) Do not use Equipment for 72 hrs after install.
- 3.) Off loading & storage are Owners responsibility
- 4.) Water & electric to be supplied by Owner.
- 5.) Underground Utilities by Owner.
- 6.) Rocky digging conditions extra.

SIGNATURE _____

Play-It-Safe Enterprises

15896 Mellen Lane
 Jupiter, Fl. 33478
 561-745-9444
 561-745-8740 - fax

Quote

DATE	Quote #
7/23/2004	1738

Name / Address
City of Miami Parks & Rec 444 S.W. 2nd Ave. 8th Fl. Miami, FL. 33130 Attn: Jose Cerdan

Phone #	Fax #	TERMS
305-264-0341	305-416-2154	Due on receipt

DESCRIPTION	QTY	List Price	Discount	% Disc.	TOTAL
Ultracoat 15' 5 row bleachers # TNB155-P-GR-SP	2	3,623.93 7247.86	-1087.17	15	6,160.69
Ultracoat bike rack D sided # 5803	1	213.15 213.15	-31.97	15	181.18
Ultracoat single ped. table vinyl # PCG337SM-STV6G - green	10	624.75 6247.50	-937.12	15	5,310.38
Ultracoat table surface mount - ped # PCG337SM-STV6G	3	624.75 1874.25	-281.13	15	1,593.12
Ultracoat benches inground # PCG950S-V8G-SP	7	440.31 3082.17	-462.32	15	2,619.85
Ultracoat benches surface mount PCG950 SM-V8GSP	3	440.31 1320.93	-198.13	15	1,122.80
Freight:	1	2,199.96 2199.96			2,199.96
Installation of Little Tikes equip.	1	1,974.00 1974.00			1,974.00
Installation of Icon Shelter	1	7,200.00 7200.00			7,200.00
Installation of Ultracoat equip.	1	4,247.00 4247.00			4,247.00
Excavate & grade 214 C.Y.	1	3,424.00 3424.00			3,424.00
Furnish & Install 287 L.F. curb	1	4,592.00 4592.00			4,592.00
Furnish & Install 581 S.F. 4" concrete slab	1	3,340.75 3340.75			3,340.75

If's been a pleasure working with you!

TOTAL

- 1.) Site security & safety are Owners responsibility.
- 2.) Do not use Equipment for 72 hrs after install.
- 3.) Off loading & storage are Owners responsibility
- 4.) Water & electric to be supplied by Owner.
- 5.) Underground Utilities by Owner.
- 6.) Rocky digging conditions extra.

SIGNATURE _____

Play-It-Safe Enterprises

15896 Mellen Lane
 Jupiter, Fl. 33478
 561-745-9444
 561-745-8740 - fax

Quote

DATE	Quote #
7/23/2004	1738

Name / Address
 City of Miami Parks & Rec
 444 S.W. 2nd Ave. 8th Fl.
 Miami, FL. 33130
 Attn: Jose Cerdan

Phone #	Fax #	TERMS
305-264-0341	305-416-2154	Due on receipt

DESCRIPTION	QTY	List Price	Discount	% Disc.	TOTAL
Furnish & Install 184 C.Y. play ground sand	1	6,072.00 6072.00			6,072.00
Furnish & Install 185 S.F. 2" pip rubber surface 50% color 50% black	1	2,200.00 2200.00			2,200.00
Sealed engineered drawings / permit fees / sign	1	3,900.00 3900.00			3,900.00

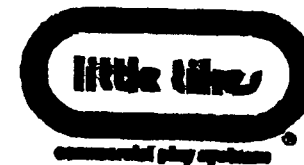
It's been a pleasure working with you!	TOTAL	\$82,275.68
--	--------------	--------------------

- 1.) Site security & safety are Owners responsibility.
- 2.) Do not use Equipement for 72 hrs after install.
- 3.) Off loading & storage are Owners responsibility
- 4.) Water & electric to be supplied by Owner.
- 5.) Underground Utilities by Owner.
- 6.) Rocky digging conditions extra.

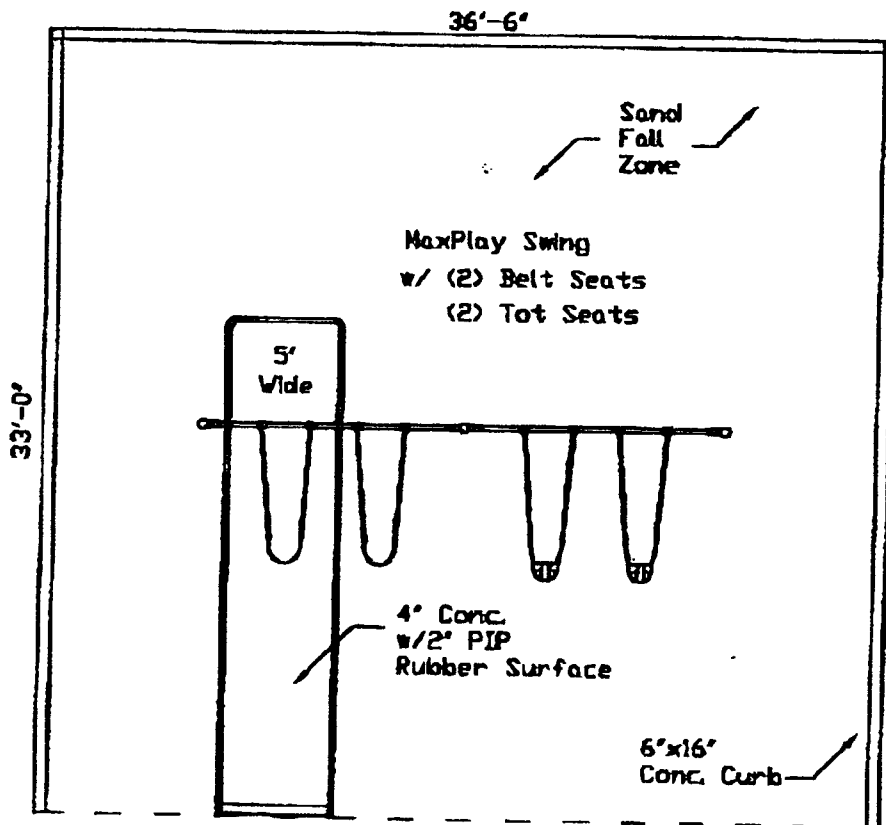
SIGNATURE _____

Kinloch Park

Miami, Florida



PROJECT: Kinloch Park Miami, Florida	
LTCPS REP: Susan & Ron Altomaro Bilas Products & Services 681-745-8444	
DRAWN BY:	RA
DATE:	07-22-04
DWG NAME:	Kinloch Park
SCALE:	1/8"=1' (KB)
LTCPS: One Iron Mountain Drive Farmington, Missouri, 63640 Voice: 1-800-325-8828 Fax: 1-800-756-0319	

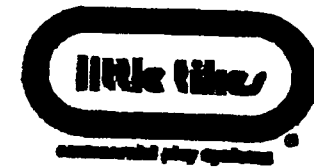


Existing PIP Rubber

JUL 23 04 11:03a
P189 Ic Safe Ent
561 745 8740
P.05

Kinloch Park

Miami, Florida

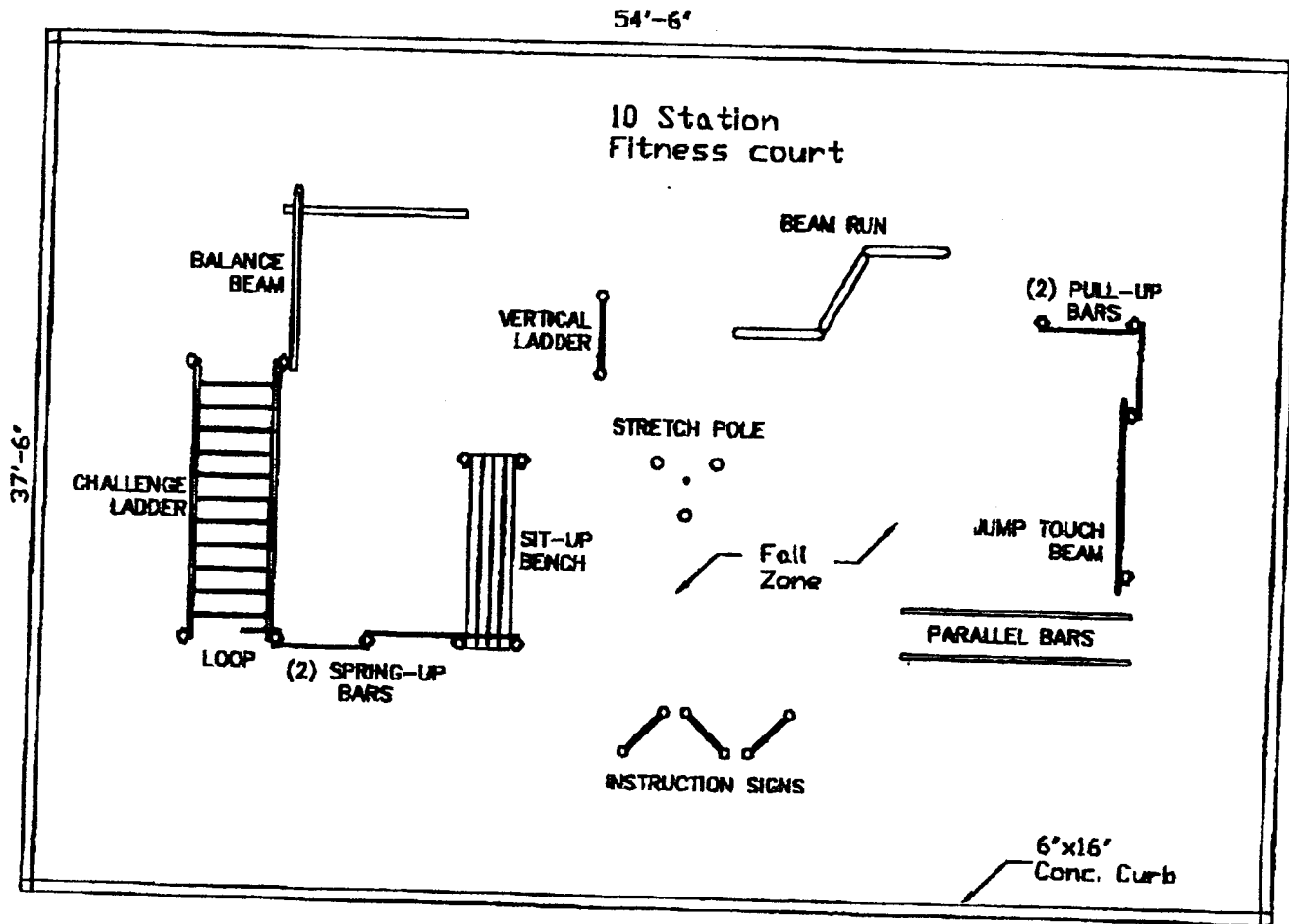


PROJECT:
Kinloch Park
Miami, Florida

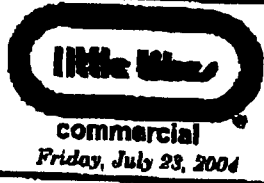
LYCPS REP:
Susan & Ron Altamero
SBS Products & Services
561-745-0444

DRAWN BY: RA
DATE: 07-22-04
SVG NAME: Kinloch Park
SCALE: 1/8"=1' OKB

LTCPS:
One Iron Mountain Drive
Farmington, Missouri, 63640
Voice: 1-800-325-0828
Fax: 1-800-756-0319



JUL-23-2004 12:19 PM BLISS/PLAYITSAFE
 JUL 23 04 11:03A P101 IC SAFE ENT
 305 554 5112
 561 745 0740
 P.06
 P.8



List Price and Data Sheet

Little Tikes Commercial Play Systems
One Iron Mountain Drive
Farmington, MO 63640
(800) 325-8828

Qty	Part Number	Part Description	Price	Weight	Volume
1	200007428	CENTER I.M.F. 10 STAT.FIT. (BURIED ONLY)	\$6,799.00	2,118.00	108.00
1	200096822	SWING 2-BAY MP 2440(8') W/ZB/ZT (3200)	\$1,631.00	383.00	23.00
Totals:			\$8,430.00	2,509.00 Lbs	189.00 Cu. Ft.

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

SEPTEMBER 2004 DEPARTMENT OF PARKS AND RECREATION PROPOSED PROJECT FUNDING

<u>PARK</u>	<u>PROJECT</u>	<u>B-No.</u>	<u>\$ REQ.</u>	<u>BUDGET</u>	<u>ORIG. SCOPE</u>	<u>INITIATED BY</u>
1) Kinloch 455 N.W. 47 th Ave	Site Furnishings	75807	\$90,000	\$800,000	Included	Staff
2) J. P. Duarte 2800 N.W. 17 Ave	Site Furnishings		\$50,000	\$800,000	Included	Staff
3) J Marti Park 351 S.W. 4 th Street	Site Furn./Lighting	75903 (Project cost is \$161,000, which includes \$45,000 Impact Fees)	\$116,000	\$1.35 Mil	Included	Staff

Total Approvals Requested : \$ 256,000



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 9/21/04 DISTRICT: 1

NAME OF PROJECT: JUAN PABLO DUARTE PARK - SITE FURNISHINGS

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

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

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBERS _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 50,000 (\$800,000 allocated; estimated current balance is \$351,194)

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions

ACCOUNT CODE(S): CIP # 331419

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Furnish all labor, materials & equipments for the following: Existing asphalt overlay-apprx 20,000 sq ft, paint 88 lines, 45 bumpers and installation of 20 new bumpers. New 6" base+1" Asphalt topping type S-3,apprx 3150 Sq Ft provide, install and paint 10 new bumpers, paint 12 lines. New site lighting, provide and install 30'tall concrete poles with 400watts high pressure, install new circuit poles, new junction pull boxes and new timer.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 8/26/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/21/04

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: Mr. Cano will review and verify cost of proposal and see if CIP has existing contract that Park can use to expedite.

APPROVAL: Robert O. Flood
BOND OVERSIGHT BOARD

DATE: 9/21/04



EPIC
CONSTRUCTION

JULY 30, 2004

CITY OF MIAMI
PARKS AND RECREATION DEPT
ATTN: JOSE CERDAN - PROJECT MANAGER

RE: JUAN PABLO DUARTE PARK
2800 NW 17 AVENUE
MIAMI, FLORIDA

BID/CONTRACT NO. 02-03-162

REVISED PROPOSAL

WE HEREBY PROPOSE TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT FOR THE FOLLOWING:

SCOPE OF WORK

EXISTING ASPHALT AREA -

ASPHALT OVERLAY APPROX. 20,000 SQ. FT. 1" TYPE S-3	\$25,000.00
PAINT LINES - TOTAL OF 88 LINES	352.00
PAINT BUMPERS - TOAL OF 45 BUMPERS	180.00
PROVIDE AND INSTALL NEW BUMPERS - TOAL OF 20 BUMPERS	600.00

NEW INSTALLATION (6" BASE + 1" ASPHALT TOPPING TYPE S-3)

APPROX. 3150 SQ. FT.	7,875.00
PROVIDE AND INSTALL NEW BUMPERS - TOTAL OF 10 BUMPERS	300.00
PAINT BUMPERS - TOTAL OF 10 BUMPERS	40.00
PAINT LINES - TOTAL OF 12 LINES	48.00

NEW SITE LIGHTING

PROVIDE AND INSTALL TWO NEW 30' TALL (PLUS ADDITIONAL 7' UNDERGROUND) CONCRETE POLES WITH TWO 400 WATT HIGH PRESSURE SODIUM OR METAL HALIDE LAMPS PER POLE	13,000.00
INSTALL NEW CIRCUIT FOR NEW LIGHT POLES	
INSTALL NEW JUNCTION/PULL BOXES AS REQUIRED	
INSTALL NEW TIMER	

TOTAL

\$47,395.00

P.03

CITY OF MIAMI-CERDAN/EPIC
JUAN PABLO DUARTE PARK
Page 2 of 2

Notes:

If additional asphalt paving is required and/or requested, it will be provided at an additional charge of \$2.50 per sq. ft.

Any additional work necessary due to hidden or unforeseen conditions will be performed for an additional charge.

Any extra work requested and not specifically mentioned above will be performed for an additional charge.

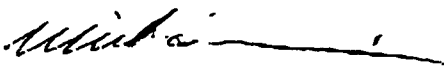
The installation of new light poles requires the use of a backhoe for trenching, and a crane to install the poles, which we will provide

Exclusions:

No architectural/engineering drawings included (can be provided for an additional charge)

No permits/permit fees included

EPIC CONSTRUCTION, INC.


WILLIAM HERNANDEZ, PRESIDENT
WH/mih



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 9/21/04 DISTRICT: 3

NAME OF PROJECT: JOSE MARTI PARK - SITE FURNISHINGS/LIGHTING

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: B-75903

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, 253,172

TOTAL DOLLAR AMOUNT: \$160,650 (1.35 million allocated; estimated current balance is \$216,033)

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions-\$116,000 & Little Havana Residential Park Renovations Impact Fees-\$44,650

ACCOUNT CODE(S): CIP # 331419 + 331373

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: Project consists of the furnishing of all labor, materials and equipment for the replacement of eight metal poles and concrete pole bases with forty decorative fixtures. 16 fixtures in existing metal poles.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 8/26/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/21/04

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: Robert O. Gandy DATE: 9/21/04

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



City of Miami
 Department of Capital Improvements
PROJECT FACT SHEET

Date: August 16th, 2004

Emergency:

Project Name: JOSE MARTI PARK-LIGHTING PROJECT

Project Location: 351 S.W. 4 STREET **Commissioner District:** 3

Project Number: B-75903 **Initiating Dept.:** PARK DEPARTMENT

Project Manager/Ext. No.: J.A. BRIZ/ 1209 **Project Budget:** _____

Homeland Defense	<input type="checkbox"/>	Account Number: <u>331419</u>	Amount: <u>\$115,147.00</u>
Federal (C.D.B.G.)	<input type="checkbox"/>	Account Number: _____	Amount: _____
S.N.P.B.	<input type="checkbox"/>	Account Number: _____	Amount: _____
Other:	<input type="checkbox"/>	Account Number: <u>331373</u>	Amount: <u>\$46,053.00</u>

PROJECT SCOPE

The project consists of the furnishing of all labor, materials and equipment for the installation of eight concrete poles with concrete bases and forty fixtures and the replacing of seventeen fixtures in existing metal poles.

DESIGN PHASE

A/E Firm: IN HOUSE

Address: _____

City, State, Zip: Miami Florida 33130

Contact Person: JOSE A. BRIZ P.E.

Telephone/E-Mail: _____

Type of Work: ELECTRICAL

Comments: _____

PROJECT COSTS

(A) - Actual
(E) - Estimate

A/E Firm Fees:	_____	(A)
Additional Design Services:	_____	N/A (A)
In-House Design Cost:	<u>\$12,000.00</u>	(A)
Miscellaneous Services:	_____	N/A (A)
CIP Design Administration:	_____	N/A (A)
Design Phase Total:	<u>\$12,000.00</u>	

CONSTRUCTION PHASE

Contractor: WILCO INSIDE ELECTRICAL

Address: 7320 NW 43 STREET

City, State, Zip: Miami, Florida 33157

Contact Person: JOHN CROUCH

Telephone/E-mail: 305 796-5273

Class: P
(J = Joint P = Prime S = Sub)

Minority Status: N
(B = Black F = Female H = Hispanic N = None)

Established: _____ years

License Number: _____

Sub-Contractors:

Self

Construction Contract Amount:	<u>\$129,450.00</u>	(BID)
CIP Construction Administration:	<u>\$7,200.00</u>	(E)
Misc. Construction Costs:	<u>\$12,000.00</u>	(E)
Construction Phase Total	<u>\$148,650.00</u>	

Total Project Cost: \$160,650.00

REQUEST FOR PRICE QUOTATION (RPQ)

1 of 2

CITY OF MIAMI
PURCHASING DEPARTMENT
ATTN: BIDDING
1717 SW 1ST AVENUE, 6th Floor
MIAMI, FLORIDA 33130
Fax: 305-400-5021

DATE AUGUST 3, 2004 REC # R062512
BD No. 02-03-162

DATE QUOTE DUE: AUGUST 13, 2004 TIME DUE: 4:00 P.M.

RPQ TO BE RETURNED VIA XXXXX SEALED ENVELOPE FAX

REQUESTING DEPARTMENT CAPITAL IMPROVEMENT

TRADE(S) REQUIRED: ELECTRICAL CONTRACTOR

PROJECT LOCATION: JOSE MARTI PARK - 351 SW 4TH STREET

PROJECT MANAGER: JOSE BRIZ - (305)-416-1209

PRE-QUOTE MEETING/SITE VISIT: XXX YES NO DATE: 8/6/04 TIME: 10:00 A.M.

LOCATION SAME AS ABOVE

METHOD OF AWARD: XXXXX FIXED PRICE ITEM AWARD AGGREGATE (LUMP SUM)
OTHER

METHOD OF PAYMENT: XXXXX LUMP SUM UPON COMPLETION PARTIAL PAYMENT

DAVIS-BACON ACT APPLIES PERFORMANCE BOND AMOUNT \$100,000.00

NOTE: CONTRACTOR MUST PULL PERMITS & PERFORM WORK TO ALL APPLICABLE CODES

SCOPE OF WORK: XXXXX (See 2nd page for continuation of Scope of Work)

SEE ATTACHED

* APPROX - 14-16 WEEKS
DELIVERY ON MATERIALS

ANTICIPATED START DATE: 8/13/04 COMPLETION DATE: 8/13/04
To be completed by Contractor.

PRICE PROPOSAL

COMPANY'S NAME Waco Inside Electrical DATE 8/13/04

NAME OF PERSON SUBMITTING QUOTE (PRINT): JOHN CROUCH

SIGNATURE John W Crouch TITLE GENERAL MANAGER / OPERATIONS

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

C: Jose Sardina, Property Manager, GSA
Project Manager

11/00

City of Miami

GLENN MARC
Director



Invitation for Quotation

Due Date: 08/28/2004

Time: 4:00PM

**THIS IS NOT
AN ORDER**

JOE ARMIOLA
City Manager

QUOTATIONS WILL NOT BE ACCEPTED AFTER THE OPENING DATE AND TIME

Requisition No.: R062512

Page 1 of 2

<p>Vendor Name: _____</p> <p>Address: _____ _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>FEID or Social Security No.: _____</p> <p>Contact Person: _____</p> <p>Telephone No.: _____</p> <p>Facsimile No.: _____</p> <p>Email address: _____</p>	<ol style="list-style-type: none"> 1. Please quote on the Request for Quotation, your best price, terms, and delivery for the items specified therein. Substitute offers will be considered if differences in specifications are explained, unless "No Substitution" is specified. 2. All quotations are to be F.O.B. Destination unless otherwise indicated. 3. This form must be completed in full, signed and returned, in order to be valid. 4. A copy of current City of Miami Occupational License must be submitted, in order to qualify for the City's Local Preference Ordinance. 5. Prices shall be firm for a minimum of 120 days after receipt of Quotation. 6. In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.
---	---

Minority Status: (Company must be at least 51% owned) Please Check One Box Only: Hispanic Female Black

Pre-Bid Conference/Site Visit: Mandatory Voluntary Date: N/A Time: N/A
Location: N/A

Insurance Requirement Yes No (See attached Insurance Requirements if Required)

RETURN TO: City of Miami Purchasing Department
ATTENTION: Ramon Berges
FACSIMILE NO.: (305)416-1925
TELEPHONE NO.: (305)416-1903

ITEM NO.	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	0		<p>BID #02-03-162 (07) RES. #03-833 PRE-QUALIFICATION OF GENERAL/ ENGINEERING AND SPECIALTY TRADE CONTRACT</p> <p>FOR THE PROJECT ENTITLED "JOSE MARTI PARK LIGHTING REPAIRS" JOB #B-75903</p> <p>SCOPE: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, AND NECESSARY SUPERVISION FOR THE REPLACEMENT OF</p>		

DEPARTMENT OF PURCHASING

City of Miami



Requisition No.: R062512
 GLENN MARCOS
 Director

Page 2 of 2
 JOE ARRIOLA
 City Manager

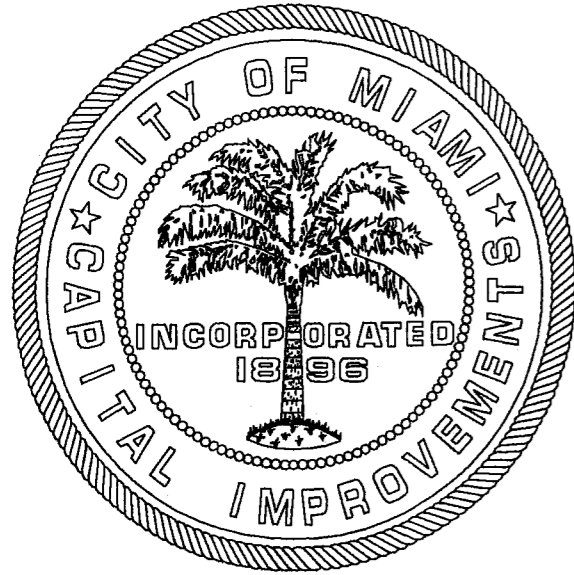
Vendor Name: _____

ITEM NO.	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			8 METAL POLES AND CONCRETE POLE BASES WITH 40 DECORATIVE FIXTURES. 16 FIXTURES IN EXISTING METAL POLES.		
2	0		SAME AS ABOVE		
3	0		CONTINGENCY		
TOTAL \$					

Vendor Certification: I, the undersigned, hereby agree to furnish at the prices quoted any or all of the required items, subject to all instructions, conditions, specifications and attachments hereto in this IFQ. I certify that any and all information contained in this quotation is true; and I further certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this IFQ and certify that I am authorized to sign this quotation for the offeror.

Authorized Signature: _____ **Print Name:** _____ **Date:** _____

Title: _____



CITY OF MIAMI

DEPARTMENT OF CAPITAL IMPROVEMENTS & TRANSPORTATION

Mary Conway, P.E., Director

- JOSE MARTI PARK - LIGHTING REPAIRS

351 S.W. 4th Street, Miami, Florida.

B-75903

Mayer

Manuel A. Diaz

Chairman

Arthur E. Teele, Jr.

Vice-Chairman

Joe Sanchez

Commissioner

Angel Gonzalez

Commissioner

Tomas Regalado

Commissioner

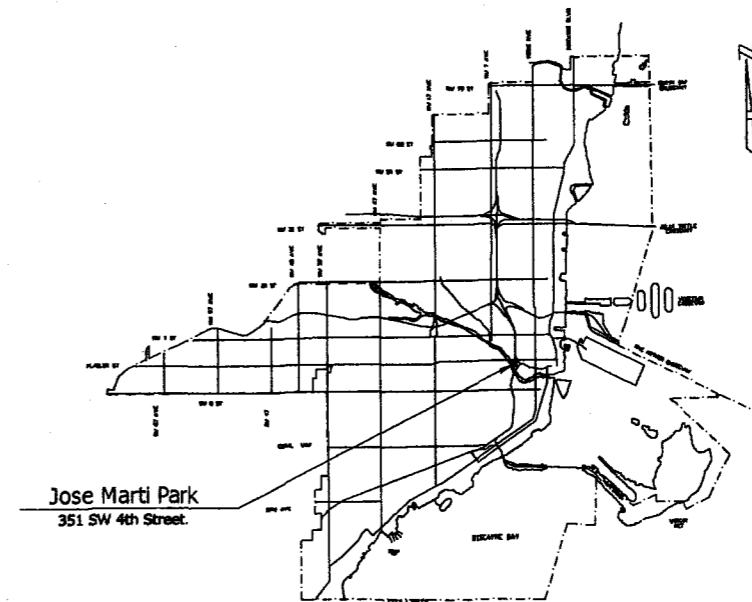
Johnny L. Winton

City Manager

Joe Arriola

INDEX OF DRAWINGS

Sheet No.	Description
1	SITE PLAN AND DETAILS
2	DETAILS



LOCATION MAP



JOSE MARTI PARK LIGHTING REPAIRS
351 S.W. 4th Street, Miami, Florida.

JOB NO. **B-75903**
FILE NO.
NO. OF SETS



DATE: JUNE, 2004
DESIGN: J.A.B.
DRAWN: J. PABREGAT
CHECKED: J.A.B.
REVISIONS:

JOB No. B-15403

FILE
SEAL

SCALE: NOT TO SCALE

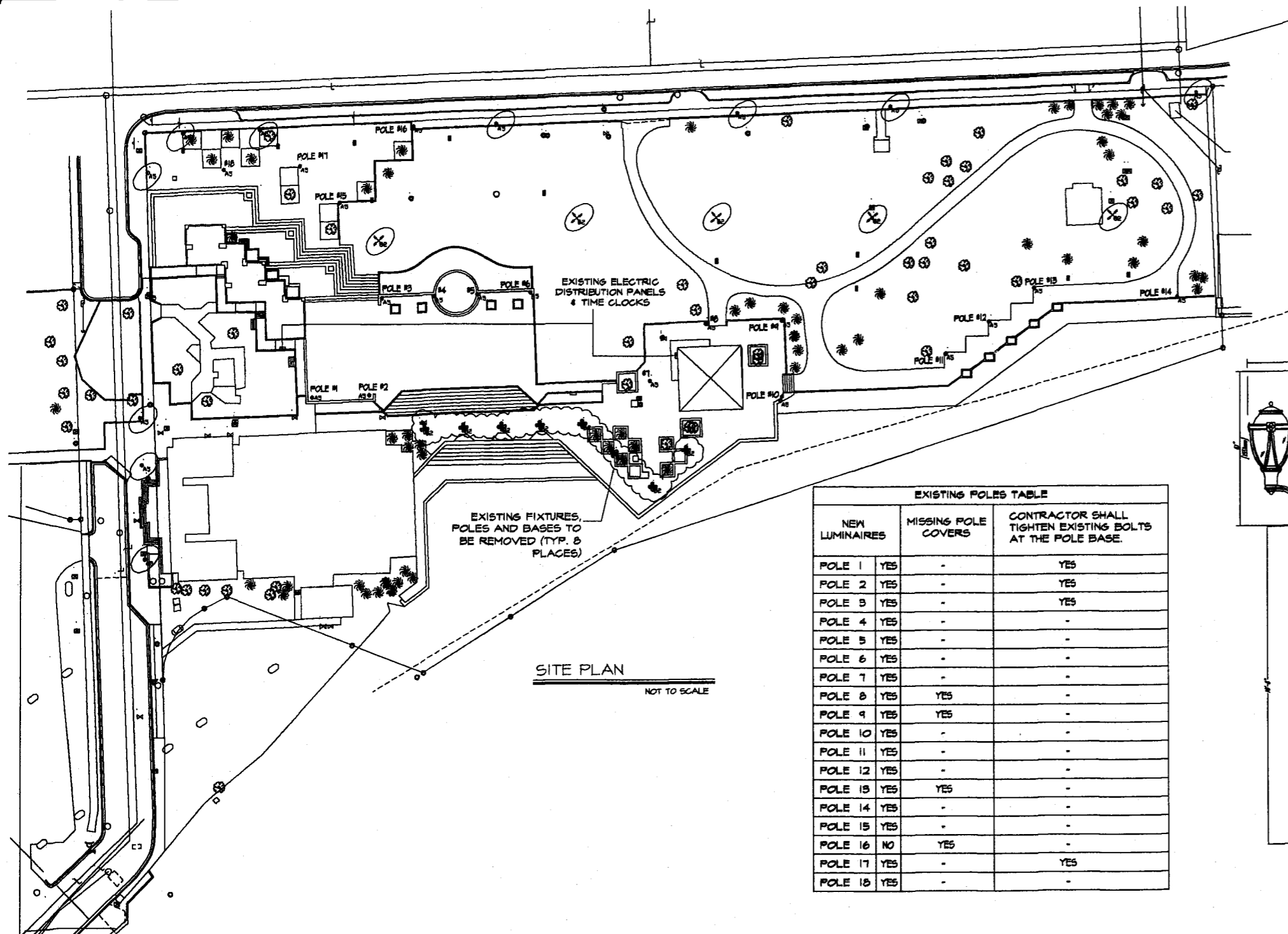
SHEET No.
1 OF 2 SHEETS

NOTE:
MUNICIPAL LIGHTING SYSTEM, INC.,
SALESMAN ROY BUSTILLO LC,
TELEPHONE: (305) 666-4210

SCOPE OF WORK (THIS IS A REPAIR WORK)

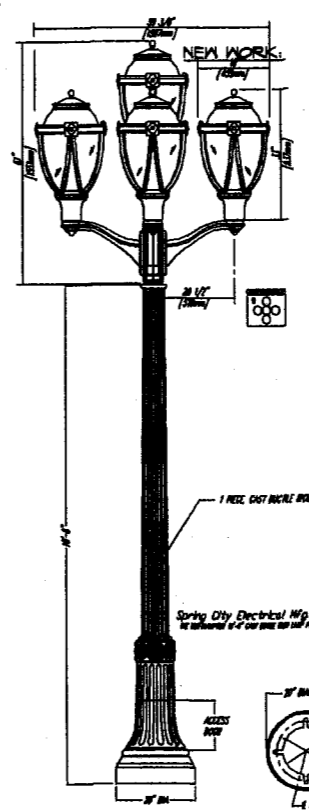
DEMOLITION: REMOVE EIGHT (8) EXISTING CONCRETE POLES, CONCRETE POLE BASES AND FORTY FIXTURES.

NEW WORK: PURCHASE AND INSTALL 8 NEW POLES WITH CONCRETE BASES AND FORTY NEW LUMINAIRES AS SHOWN. PURCHASE AND INSTALL SEVENTEEN NEW LUMINAIRES STREET LIGHTING CORP. CAT. No. UPA/3-MH/15 WITH LAMPS. REPLACE 4 MISSING METAL COVERS IN EXISTING POLES AS INDICATED IN TABLE. CONTRACTOR SHALL TIGHTEN BOLTS AT THE BASE OF FOUR EXISTING POLES AS INDICATED IN TABLE. ELECTRICAL CONTRACTOR SHALL PURCHASE AND INSTALL A SIGN AS SHOWN IN PAGE 2.



SITE PLAN
NOT TO SCALE

EXISTING POLES TABLE		
NEW LUMINAIRES	MISSING POLE COVERS	CONTRACTOR SHALL TIGHTEN EXISTING BOLTS AT THE POLE BASE.
POLE 1	YES	YES
POLE 2	YES	YES
POLE 3	YES	YES
POLE 4	YES	-
POLE 5	YES	-
POLE 6	YES	-
POLE 7	YES	-
POLE 8	YES	YES
POLE 9	YES	YES
POLE 10	YES	-
POLE 11	YES	-
POLE 12	YES	-
POLE 13	YES	YES
POLE 14	YES	-
POLE 15	YES	-
POLE 16	NO	YES
POLE 17	YES	YES
POLE 18	YES	-



NEW POLES DETAILS
AS SHOWN

FIXTURE/BACKET SPECIFICATIONS
STYLE: LUMEC 70M-LR2-POCS-825-871-507-57C
OPTICS: SEGMENTED OUT-OFF REFLECTOR
LAMP: 70 WATT MEDIUM BASE
MATERIAL: ONE PIECE CAST-ALUMINUM CASE WITH FOUR DOUBLE ARM RECS
FINISH: LUMINAIR POWDER COATING UV RESISTANT AS PER ASTM G7, AND SALT SPRAY RESISTANT TO ASTM B17 STANDARDS
COLOR: 807C
BRACKET: LUMEC CR-5-507C

LAMP POST SPECIFICATIONS
STYLE: SPRING CITY S10042 NORTHAMPTON 10'-6"
CAST DUCTILE IRON POST
HEIGHT: 10'-6"
BASE: 20" DIAMETER
MATERIAL: ONE PIECE CAST DUCTILE IRON PER ASTM A536 GRADE 65-45-12
FINISH: PRIME PAINT THEN FINISH SHERMAN WILLIAMS ACRYLON - 87C
ACCESS DOOR: LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY PADLOCK SCREWS
GROUND STUD PROVISIONS: BUILT AND TAP OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4" X 20 GROUND STUD (GROUND STUD SUPPLIED BY OTHER)
ANCHOR BOLTS: TO BE DETERMINED, BASED ON LOADING REQUIREMENTS (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION: 2" REQUIRED
TENSION: 1/2" DIA X 3" HIGH

POLE/FIXTURE/BACKET COMBINATION TO MEET THE FLORIDA BUILDING CODE HAWK-BANE COUNTY VINDLOADING REQUIREMENTS OF 140 MPH/3 SECOND GUST FACTOR. CONTRACTOR TO PROVIDE WIND LOADING AND FOUNDATION DESIGN CALCULATIONS STORED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA.
NOTE: EACH POLE SHALL BE GROUNDED TO 5/8" X 6'-0" GROUND ROD.
NOTE: EACH POLE SHALL HAVE A WEATHERPROOF FUSE HOLDER WITH IN-LINE FUSE AS REQUIRED BY CODE.

GENERAL NOTES - ELECTRICAL

- ALL WORK MUST BE ACCORDING TO THE LATEST EDITION OF THE FLORIDA BUILDING CODE (F.B.C.), NATIONAL ELECTRIC CODE (N.E.C.), NATIONAL FIRE PROTECTION ASSOCIATION (N.F.P.A.) AND FLORIDA POWER AND LIGHT COMPANY (F.P.L.) AND BELL SOUTH REQUIREMENTS.
- THE CONTRACTOR SHALL CAREFULLY EXAMINE THE DRAWINGS AND VERIFY ALL EXISTING SITE CONDITIONS BEFORE COMMENCING WORK. IN CASE OF ANY DISCREPANCY, THE CITY ENGINEER MUST BE NOTIFIED IN WRITING BEFORE PROCEEDING WITH THE WORK.
- ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTANCE BY THE ELECTRICAL ENGINEER MUST BE A CONDITION OF THE CONTRACT.
- IT IS NOT THE INTENTION OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM.
- PERMITS ARE REQUIRED BY THE BUILDING DEPARTMENT.
- ALL ELECTRICAL ITEMS MUST BE BID AS SPECIFIED. SUBSTITUTIONS WILL ONLY BE CONSIDERED WHEN SUBMITTED FOR APPROVAL AFTER AWARD OF CONTRACT. CONTRACTOR MUST INDICATE AMOUNT OF COST SAVINGS TO THE CITY AND OTHER REASONS FOR SUBSTITUTION BEFORE SUBSTITUTIONS WILL BE CONSIDERED. THE COST SAVINGS TO THE CITY WILL NOT BE THE DETERMINING FACTOR FOR APPROVAL UNTIL THE QUALITY AND DESIGN EQUAL TO THE SPECIFIED MATERIALS HAVE BEEN SATISFIED.
- THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE OF DEFECT FOR A PERIOD OF NO LESS THAN ONE YEAR FROM THE DATE OF ACCEPTANCE.
- CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ALL LINES BROKEN DURING CONSTRUCTION ACTIVITIES.
- ALL MATERIALS SHALL BEAR THE INSPECTION LABEL OF AN INDEPENDENT TESTING LAB SUCH AS UNDERWRITER'S LABORATORY (U.L.).
- ALTERNATE LOCATION OF EQUIPMENT SHALL BE APPROVED BY THE ELECTRICAL ENGINEER.
- THE ELECTRICAL SYSTEM SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY THE LATEST EDITION OF THE N.E.C. AND S.F.B.C. AND AS SHOWN.
- ALL 600 VOLT WIRES SHALL BE COPPER THHN OR THWN (#12 MINIMUM SIZE).
- ALL CIRCUITS SHALL BE CLEARLY IDENTIFIED WITH DIRECTORY AT INDIVIDUAL COVERS.
- TRENCHES MAY BE BACK FILLED WITH REMOVED MATERIAL PROVIDING THAT NO ROCKS LARGER THAN 2 1/2" DIAMETER ARE USED. ALL TRENCHES SHALL BE FILLED AND TAMPED IN 6" LAYERS. THE FINAL LAYER SHALL BE ROCK FREE EARTH FILL. NO DEPRESSED TRENCH AREAS AFTER TAMPING WILL BE PERMITTED. TRENCH AREAS SHALL MEET SURROUNDING GRATES AND ELEVATIONS.
- DISTURBED AREAS ON (SIDEWALL, PARKING LOT, ETC.) SHALL BE REPAIRED TO MATCH THE SURROUNDING AREAS.
- THE CONTRACTOR IS CAUTIONED THAT EXISTING UTILITY, WATER AND SEWER LINES ARE EXISTING. BEFORE DIGGING, CALL SUNSHINE AT 1-800-432-4770.
- UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC (ELECTRICAL)
- ABOVE GROUND CONDUITS SHALL BE RIGID GALVANIZED STEEL CONDUIT.

- LEGEND:
- ⊙ AS = EXISTING METAL POLES THAT NEED NEW FIXTURES
 - ⊙ AS = EXISTING METAL POLE TO REMAIN AS IT IS.
 - ⊗ C2 = EXISTING TO REMAIN AS IT IS.
 - ⊙ B2 = EXISTING POLES, BASES AND FIXTURES TO BE REMOVED (8 POLES, 8 BASES AND 40 FIXTURES)

NOTE: OLD POLES & FIXTURES BECOME PROPERTY OF THE CONTRACTOR.

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 9/21/04 DISTRICT: 1
NAME OF PROJECT: NW 14TH STREET IMPROVEMENT PROJECT
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Jorge Cano (305) 416-1282 / Alvaro Alonso (305) 416-1024
C.I.P. DEPARTMENT CONTACT: Jorge Cano
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 311711
ADDITIONAL PROJECT NUMBER: B-50686

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$2,443,156 (only \$600,000 is from District 1 Neighborhood Quality of Life Improvements)
SOURCE OF FUNDS: District 1 Neighborhood Quality Of Life Improvements/Citywide Street Improvements
FY'2001-2005/ Citywide Transportation & Transit
ACCOUNT CODE(S): CIP # 311711/ 341183 / 341330

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 & Alvaro Alonso
DESCRIPTION OF PROJECT: The proposed work consists of the milling and resurfacing of NW 14th Street from NW 34th Avenue to 22nd Avenue. The project will also add pedestrian ramps for ADA compliance, installation of turf blocks and sod on the parkway area and drainage improvements.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 8/26/04
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 9/21/04
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

Justifications for change:

Description of change:

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

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

6. COMMENTS:
APPROVAL: [Signature] DATE: 9/21/04
BOND OVERSIGHT BOARD

Perez, Danette

From: Alonso, Alvaro
Sent: Thursday, August 19, 2004 3:39 PM
To: Perez, Danette
Subject: NW 14th Street

The proposed work consists of the milling and resurfacing of NW 14th Street from NW 34th Avenue to 22nd Avenue. The project will also add pedestrian ramps for ADA compliance, installation of turf blocks and sod on the parkway area and drainage improvements. Homeland Defense funds will improvements along the following locations:

- NW 24th from NW 14th Street to 16th St Rd
- NW 23rd Avenue from NW 14th Street to NW 15th Street
- N.W. 26 Avenue between N.W. 14 Street and N.W. 16 St Road
- N.W. 25 Avenue between N.W. 14 Street and N.W. 16 St Road
- N.W. 24 Court between N.W. 15 Street and N.W. 16 St Road.
- N.W. 15 Street between N.W. 23 Avenue and N.W. 25 Avenue

The cost associated with the proposed work on the location shown above is presented on the table attached. We have also provided:

- A copy of the Bid Security List which shows Williams Paving, Inc as the lowest bidder.
- A Department of Capital Improvements Project Fact Sheet

Bid Tabulation for all the bids received

Alvaro E. Alonso, P.E.
Program Manager
City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
(305) 416-1024| Fax (305) 416-1019
Cell (954) 632-5644
Email: aealonso@ci.miami.fl.us



City of Miami

Department of Capital Improvements

PROJECT FACT SHEET

Date: August 3, 2004

Emergency:

Project Name: NW 14th Street Improvement Project

Project Location: NW 14th Street between NW 34 Ave. to NW 22 Ave. **Commissioner District:** 1

Project Number: B-50686 **Initiating Dept.:** Capital Improvements

Project Manager/Ext. No.: Cesar Gonzalez, Ext. 1219 **Project Budget:** _____

Homeland Defense	<input checked="" type="checkbox"/>	Account Number: <u>311711</u>	Amount: <u>\$600,000</u>
Federal (C.D.B.G.)	<input type="checkbox"/>	Account Number: <u>341183</u>	Amount: <u>\$1,635,000.00</u>
S.N.P.B.	<input type="checkbox"/>	Account Number: <u>341330</u>	Amount: <u>\$500,000.00</u>
Other: C.I.P. No.	<input type="checkbox"/>	Account Number: _____	_____

PROJECT SCOPE

The proposed work consists of the milling and resurfacing of NW 14th Street from NW 34th Avenue to 22nd Avenue. The project will also add pedestrian ramps for ADA compliance, installation of turf blocks on the parkway area and drainage improvements. Additional locations of work have been added or will be added:

NW 16th StRd from 27th Avenue to 24th Avenue
 NW 24th from NW 14th Street to 16th StRd
 NW 23rd Avenue from NW 14th Street to NW 15th Street.
 N.W. 26 Avenue between N.W. 14 Street and N.W. 16 St Road
 N.W. 25 Avenue between N.W. 14 Street and N.W. 16 St Road
 N.W. 24 Court between N.W. 15 Street and N.W. 16 St Road.
 N.W. 15 Street between N.W. 23 Avenue and N.W. 25 Avenue

DESIGN PHASE

A/E Firm: Marlin Engineering
Address: 2191 NW 97 Avenue
City, State, Zip: Miami, Florida 33172
Contact Person: Naldo Gonzalez, PE
Telephone/E-Mail: (305) 477-7575
Type of Work: Highway Improvements
Comments: _____

PROJECT COSTS

(A) - Actual
(E) - Estimate

A/E Firm Fees: \$230,515 (A)
Additional Design Services: N/A (A)
In-House Design Cost: N/A (A)
Miscellaneous Services: N/A (A)
CIP Design Administration: \$11,525 (A)
Design Phase Total: \$242,040

CONSTRUCTION PHASE

Contractor: Williams Paving Company, Inc
Address: 11300 NW South River Drive
City, State, Zip: Medley, Florida 33178
Contact Person: Ron Smith
Telephone/E-mail: (305) 882-1950

Class: P
(J = Joint P = Prime S = Sub)

Minority Status: N
(B = Black F = Female H = Hispanic N = None)

Established: 52 years
License Number: E2313

Sub-Contractors:
H & J Asphalt
J & M Parking Lot
Black Creek Nursery
Barreiro Concrete

Construction Contract Amount: \$1,936,116 (BID)
Construction Administration: \$185,000 (E)
CIP Construction Administration: \$80,000 (E)
Construction Phase Total \$2,201,116

Total Project Cost: \$2,443,156

City of Miami
Public Works Department
River Run Development
Cost Estimate

Proposed Construction Enhancements											
District	Road Name	From	To	Length	Resurfacing(SY)	Sidewalk(SY)	Sidewalk Base(SY)	Swale Block(SY)	Removal Asphalt /Concrete(SY)	Sod(SY)	Total Construction Cost
1	NW 16 ST RD	NW 24 Ave	NW 27 Ave	1390.13	\$17,153	\$6,288	\$1,330	\$22,421	\$0	\$5,324	\$52,516
1	NW 23 AVE	NW 14 ST	NW 15 ST	335.47	\$3,616	\$2,132	\$426	\$14,738	\$1,228	\$409	\$22,551
1	NW 24 Ave	NW 14 St	NW 16 St/Rd	1255.96	\$14,792	\$8,722	\$1,744	\$60,286	\$5,024	\$1,675	\$92,243
1	NW 24 CT	15 ST	16 ST RD	562.55	\$6,626	\$3,907	\$781	\$27,002	\$2,250	\$750	\$41,316
1	NW 25 AVE	NW 14 St	NW 16 St/Rd	987.23	\$11,627	\$6,856	\$1,371	\$47,387	\$3,949	\$1,491	\$72,682
1	NW 26 AVE	NW 14 ST	NW 16 ST RD	1118.6	\$9,222	\$7,768	\$1,554	\$53,693	\$4,474	\$1,491	\$78,203
1	NW 15 ST	NW 23 Ave	NW 25 Ave	1141.66	\$10,612	\$7,928	\$1,586	\$54,800	\$4,567	\$1,522	\$81,014
Subtotal											\$440,525
Design											\$30,000
7% MOT /Traffic Striping/Mobilization											\$30,837
10 % Construction Contingency											\$44,052
12% CEO Services											\$52,863
Total Construction Cost											\$598,277

CITY OF MIAMI OFFICE OF THE CITY CLERK
BID SECURITY LIST

BID ITEM: NW 14th Street Road Improvement Project (3rd Bidding), B-50686

BID NO.: 03-04-126

DATE BID OPENED: August 3, 2004

TIME : 10:00 AM

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>	<u>BID BOND (ER) CASHIER'S CHECK</u>
Williams Paving	\$1,936,116.00	5% Bid Bond
APAC – Southeast, Inc.	\$2,042,282.36	5% Bid Bond
Southeastern Engineering Contractors	\$2,187,903.45	5% Bid Bond
MEF Construction	\$2,195,142.00	5% Bid Bond
Morlic Engineering Corp.	\$2,272,768.00	5% Bid Bond
<div style="border: 1px solid black; padding: 5px;"> <p>"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."</p> </div>		

AWARDED

Person Receiving Bid(s) _____ received (5) bids on behalf of Capital Improvements
 City Department
 on 8/3/04 Today's Date PREPARED BY: _____ Deputy City Clerk

FORMAL BID

"NW 14TH STREET ROAD IMPROVEMENT PROJECT" (3RD BIDDING)

Project Number: <u>B-50686</u>	CIP Number: <u>341183, 341330, 311711</u>
Project Manager: <u>Cesar Gonzalez</u>	Date: <u>8 3 2004</u>
Person who received the bids: <u>Alvaro Alonso</u>	Received at: <u>City Clerk's Office, Miami City Hall</u>
Construction Estimate = \$ <u>2,220,226.00</u>	Time: <u>10:00 a.m.</u>

BIDDER	WILLIAMS PAVING COMPANY, INC	APAC - SOUTHEAST, INC.	SOUTHEASTERN ENGINEERING CONTRACTORS, INC.	MEF CONSTRUCTION, INC.	MORLIC ENGINEERING CORP.
ADDRESS	11300 NW South River Drive MEDLEY, FLORIDA 33178	7600 NW 69 AVENUE MEDLEY, FLORIDA 33166	12054 NW 98 AVENUE HIALEAH GARDENS, FLORIDA 33018	782 NW 42 AVENUE, SUITE 640 MIAMI, FLORIDA 33126	7571 NW 7 STREET MIAMI, FLORIDA 33126
BID BOND AMOUNT	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND
IRREGULARITIES	C	C			
MINORITY OWNED <small>(THIS PROJECT HAS NOT BEEN DESIGNATED AS A SET ASIDE)</small>	NO	NO	H	H	H

ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	TOTAL: BID ITEMS 1 THROUGH 33		\$1,936,116.00		\$2,119,282.36		\$2,187,903.45		\$2,195,142.00		\$2,272,768.00
1 - 32	<u>BID ITEMS 1 THROUGH 32</u>										
	ROAD RESURFACING AND RECONSTRUCTION OF SWALES, DRIVEWAYS AND DRAINAGE IMPROVEMENTS AS SPECIFIED ON PLANS AND SPECIFICATIONS		\$1,461,116.00		\$1,644,282.36		\$1,712,903.45		\$1,720,142.00		\$1,797,768.00
33	<u>BID ITEM 33</u>										
	PROVISION FOR SPECIAL ITEMS		\$475,000.00		\$475,000.00		\$475,000.00		\$475,000.00		\$475,000.00

<p>* 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 -- Sub-contractor(s) not Identified F -- Non - responsive bid G -- Improper Bid Bond H -- No Certificate of Competency Number I -- No First Source Hiring Compliance Statement J -- No Minority Compliance Statement K -- No Duplicate Bid Proposal L -- No City of Miami or County Occupational License</p>	<p>IT HAS BEEN DETERMINED BY THE DEPARTMENT OF CAPITAL IMPROVEMENTS THAT THE LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM <u>WILLIAMS PAVING COMPANY, INC.</u> FOR THE TOTAL AMOUNT OF <u>\$1,936,116.00</u></p> <p>if the above contractor is not the lowest bidder explain: <u>N/A</u></p> <p align="right">PREPARED BY: TATIANA ACOSTA REVISED BY: DATE: AUGUST 12, 2004</p> <p align="right">SHEET 1 OF 1</p>
--	--



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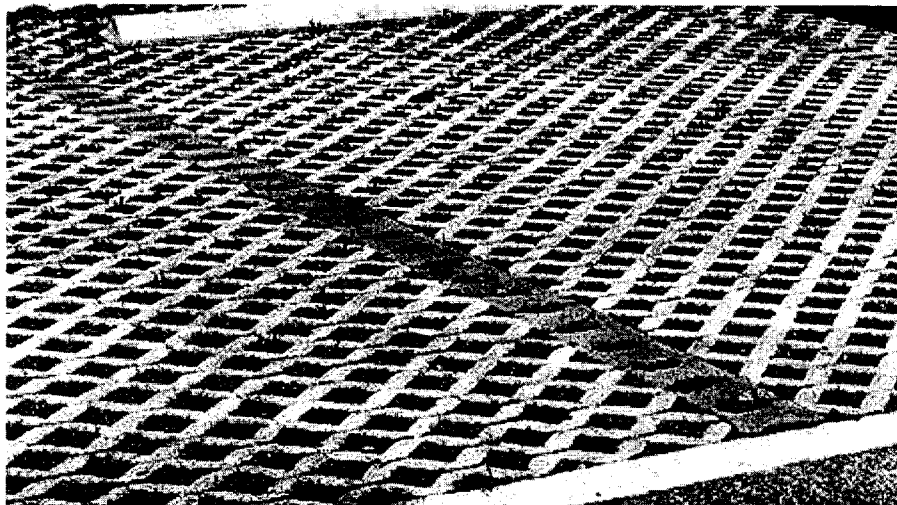
**PRODUCT SHAPES
& PACKAGING:**

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Squares](#)
- [Bullnose/
Brickface](#)
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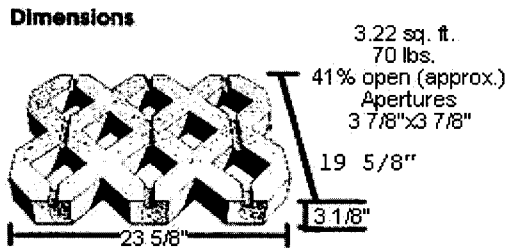
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MISCELLANEOUS:

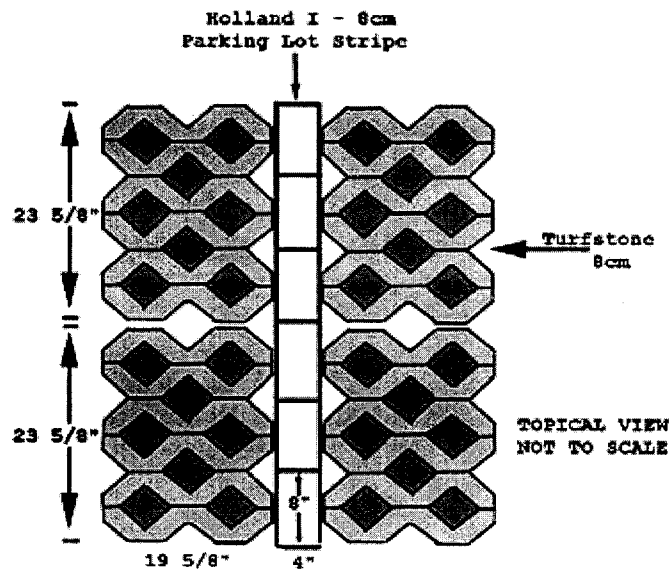


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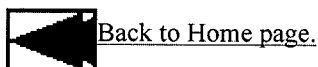
- Larger unit w/approximately 41% open apertures.
- Improved groove directional aesthetics.
- Facilitates increased installation productivity (hand or mechanical).
- Engineered to module with 8cm Holland Stone Series (i.e. Holland I & Double Holland).



A good *choice* for the Environment

PRODUCT SHAPE	NAME & SIZE	STONES P.S.F.	SQ. FT. PER CUBE	PIECES / CUBE	LBS. PER SQ. FT.
	Turfstone				
	8.0 cm 3-1/8"	3.22 (sq.ft.per stone)	116	36	21.75

For more information on the Turfstone please follow this link to the [Environmental Paving Systems](#) page.



PROJECTS UPDATES

MEETING OF SEPTEMBER 21, 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. Fire-Rescue Homeland Defense Preparedness Initiatives
2. Land Acquisition for Future Fire Station at 749 NE 79 Street.
3. Land Acquisition for Little Haiti Park Parcels 72 & 74.
4. Land Acquisition for Little Haiti Park Parcel 73.
5. Land Acquisition for Little Haiti Park Parcel 78
6. Little Haiti Park Survey of Alleyway near 59 St. N.E. 2nd Avenue.
7. Demolition and Construction of Parking Lot at 1501 S.W. 9 St.
8. Orange Bowl Stadium 2003 Structural Repairs
9. Increase in Contract – O. B. Stadium 2003 Structural Repairs.
10. Lemon City Park Grant.
11. Site Furnishings at Juan Pablo Duarte Park.
12. Walkways at Juan Pablo Duarte Park.
13. Playground and Site Furnishings at West End Park.
14. Playground Shade at Athalie Range Park.
15. Playground at West Buena Vista Park.
16. Shade Structure at Moore Park.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

PS Schedule Update
Please attach
lists we were
provided with
in 10/22/02

1. DATE: October 22, 2002
NAME OF PROJECT: Fire - Rescue Homeland Defense Preparedness Initiatives
INITIATING DEPARTMENT/DIVISION: Fire-Rescue
INITIATING CONTACT PERSON/CONTACT NUMBER: Chief Maurice Kemp / 305.416.1603
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 313305
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: 5,500,000.00 (1,500,000.00 was approved today for use)

SOURCE OF FUNDS: \$ Fire Rescue Homeland Defense ACCOUNT CODE(S): _____
Preparedness Initiative CIP # 313305

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 N/A

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Chief Maurice Kemp

DESCRIPTION OF PROJECT: Purchase of Homeland Defense Fire-Rescue Equipment

Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 10/22/02
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: 4/22/2003 & 10/22/03

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

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

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

Justifications for change: _____

Description of change: _____

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

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

6. COMMENTS: Purchase of equipment valued at \$150,000 or less be made within 6 months of approval, and Purchase of equipment valued at \$150,000 or more be made within 1 year of approval.

APPROVAL: Robert O. Ford
BOND OVERSIGHT BOARD

DATE: 11/18, 2003

**THE CITY OF MIAMI, FLORIDA
DEPARTMENT OF FIRE-RESCUE**

QTY	DESCRIPTION	PRICE
1	Incident Command Vehicle	\$ 200,000.00
1	Technical Rescue Vehicle	\$ 225,000.00
1	Terrorist Cache Vehicle	\$ 150,000.00
	Domestic Security Equipment	\$ 450,000.00
	Terrorist Cache Equipment	\$ 475,000.00
TOTAL		\$ 1,500,000.00

*Items are listed in order of priority.

Incident Command Vehicle

This vehicle will serve as a Mobile Command Post on the scene of major incidents. The vehicle will be equipped with wireless Internet access to allow access to other agencies, databases and the City's Communication center.

Technical Rescue Vehicle

The Department of Fire-Rescue's Technical Rescue Team specializes in confined space, trench and high angle/rope rescues. The team operates out of fire station 6. This vehicle will be used to store specialty equipment used by the team and for the rapid transport of this equipment to the scene.

Terrorist Cache Vehicle

This vehicle will be used for storage and rapid transport to the scene of the cache during a manmade or naturally occurring disaster.

Domestic Security/Terrorist Cache Equipment

This equipment will include the following:

- Antidotes/Medicines - These drugs will be used for the rapid treatment of a large number of individuals. The victims treated could include rescue personnel as well as citizens.
- Medical Equipment - This equipment will be essential for providing treatment at mass casualty incidents.

**THE CITY OF MIAMI, FLORIDA
DEPARTMENT OF FIRE-RESCUE**

- Level "A" Protective Suits - Fully encapsulated suits will protect fire personnel while operating in a chemical or biological environment.
- Decontamination Showers - Will be utilized to decontaminate a large number of people at a major chemical or biological incident.
- Atmospheric Sampling/Monitoring Equipment - This equipment will be used to sample and monitor. The equipment will determine the presence of chemical, biological or radiological agents.
- Fiber Optic & Listening Devices - This equipment will be used to look and listen for trapped victims in confined spaces or beneath collapsed structures.
- Tents - These tents will be used to provide shelter for rescuers and citizens during extended operations.
- Portable Air Conditioners - Will be used to expedite the physical rehabilitation (recovery) of rescue personnel working a major incident. May also be used to cool civilians during extended operations.

WWB/MLK/acp

CIP PROJECT: 313305		Homeland Defense/Neighborhood Improvement Bond								
Fire-Rescue Homeland Defense Preparedness Initiative										
							200,000.00			
Appropriations										
Funding Sources:										
Homeland Defense/Neighborhood Improvement Bond						1,500,000.00				
Total:						\$ 1,500,000.00				
Expenditures										
Vendor/Description	Allocation	Contract Amount	Payments to Date	Contract Balance	Running Balance	Comments	Vendor	Req./P.O. #		
Incident command vehicle	200,000.00	-	-	-	1,500,000.00					
Technical rescue vehicle	225,000.00	-	-	-	1,500,000.00					
Terrorist cache vehicle	150,000.00	-	-	-	1,500,000.00					
Domestic Security equipment - Original Allocation of \$450,000	-	-	-	-	1,500,000.00					
Terrorist cache equipment - Original Allocation of \$475,000	-	-	-	-	1,500,000.00					
Lobster bar cutter	1,750.00	1,750.00	1,750.00	-	1,498,250.00	Signed req on 3-31-03	Fastcut Industries, Inc.	P233003		
Welding equipment	1,600.25	1,600.25	1,600.25	-	1,496,649.75	Signed req on 3-31-03	Matheson Tri Gas, Inc.	P232998		
Air hammer 911 master kit	1,718.22	1,718.22	1,718.22	-	1,494,931.53	Signed req on 3-31-03	Ten-8 Fire Equipment, Inc.	P232999		
Hydra ram with 6" opening thrust plus freight	1,874.94	1,874.94	1,874.94	-	1,493,056.59	Signed req on 3-31-03	Ten-8 Fire Equipment, Inc.	P233000		
Air hammer 911 master kit	4,497.64	4,497.64	4,497.64	-	1,488,558.95	Signed req on 3-31-03	Team Equipment, Inc.	P233258		
Hydraulic cut-off ringsaw	22,123.66	22,123.66	22,123.66	-	1,486,435.29	Signed req on 3-31-03	Stanley Hydraulic Tools	P233257		
Hydraulic hammer, breakers, etc	9,244.10	9,244.10	9,244.10	-	1,457,191.19	Signed req on 3-31-03	Hilti, Inc.	P233038		
Chiseling hammer, drill, etc.	36,014.50	36,014.50	36,014.50	-	1,421,176.69		Team Equipment, Inc.	P233478		
Paratech Acme Thread struts	22,340.00	22,340.00	22,340.00	-	1,398,836.69	Signed req on 4-23-03	Search Systems Inc.	P233276		
Searchcam 2000 Victim Location Standard Probe	12,593.28	12,593.28	12,593.28	-	1,386,243.41	Signed req on 4-23-03	Fisher Scientific Company	P233443		
WMD 1st Responder Hardline Communication Kit	184,704.00	184,704.00	184,704.00	-	1,221,539.41	signed memo on 4-29-03	Ten-8 Fire Equipment, Inc.	P234365		
Holmatro extrication tools and accessories	41,082.00	41,082.00	41,082.00	-	1,180,457.41	signed memo on 4-25-03; CC mtg of July 10, 2003	Sunshine Fire Equipment	P235347		
4 NT Rescue Air Bags with Accessories & 2 Rapid Stair Cribbing Sets	8,024.74	8,024.74	-	8,024.74	1,180,457.41	Signed req on 5-6-03	Fisher Scientific Company	P233880		
Gas detectors and related equipment	2,359.53	2,359.53	2,359.53	-	1,178,097.88	Signed req on 5-6-03	Fisher Scientific Company	P233718		
Beryllium equipment	250.00	250.00	250.00	-	1,177,847.88	Signed req on 5-6-03	Ten-8 Fire Equipment, Inc.	P233565		
Water pressure extinguishers	560.50	560.50	560.50	-	1,177,287.38		Safeco	P234450		
MiniRAE Plus lamp	2,325.00	2,325.00	2,325.00	-	1,174,962.38	Signed req on 5-6-03	Haztech Systems Inc.	P233523		
Haz Cat Kit	2,101.24	2,101.24	2,101.24	-	1,172,861.14	Signed req on 5-6-03	Fisher Scientific Company	P233577		
Corded Sawzall and other equipment	8,959.92	8,959.92	8,959.92	-	1,163,901.22	Signed req on 5-19-03	Municipal Equipment Company	P233787		
Mercury monitors, turbojets, med-X Foam Tube	2,450.00	2,450.00	2,450.00	-	1,161,451.22		International Security	P233161		
Bad Box 30 (10 ea Anthrax/Ricin/Botax)	3,952.29	3,952.29	-	3,952.29	1,161,451.22		Search Systems Inc.	P234021		
Command Video receiver	1,005.28	1,005.28	1,005.28	-	1,160,445.94		Safety Solutions	P233912		
Hazmat smart-strip chemical identification badge	30,900.00	30,900.00	-	30,900.00	1,160,445.94	CC mtg on 7-24-03; signed req on 10-27-03	Rae Systems Inc.	P041438		
2 AreaRAE gas detection systems and 4 detector monitors	550.00	550.00	550.00	-	1,159,895.94	signed req on 7-2-03	Haztech Systems Inc.	P234279		
cost difference due against PO 233523	1,045.90	1,045.90	1,045.90	-	1,158,850.04		Lab Safety Supply	P234011		
Sax's Dangerous Properties of Haz materials	15,804.94	15,804.94	15,804.94	-	1,143,045.10	signed req on 7-28-03	Fisher Scientific Company	P234974		
Scott MPC Plus cartridge for full-face respirators, personal protection CPF2, etc.	690.00	690.00	690.00	-	1,142,355.10	signed req on 7-28-03	Flagler Surplus	P234867		
Gear bags	1,596.00	1,596.00	1,596.00	-	1,140,759.10	signed req on 7-28-03	Petrogen, Inc.	P234906		
Standard petrogen package and various accessory items	747.00	747.00	747.00	-	1,140,012.10	signed req on 8-13-03	Lab Safety Supply	P234872		
2-head strobe lights	5,454.00	5,454.00	5,454.00	-	1,134,558.10	signed req on 10-27-03	Blackhawk Industries, Inc.	P040351		
Stomp 2 Medical Backpacks	21,965.00	21,965.00	21,333.00	632.00	1,113,225.10	signed req on 10-27-03	Austin Diving Center	P040982		
Diving equipment such as surface communication station, tanks, chargers, etc	3.40	3.40	3.40	-	1,113,221.70		Tri Gas, Inc.	DP314247		
MFG part	65,465.00	-	-	-	1,113,221.70	Bid No. 02-03-211				
HazMat Chemical Identifier and Portable Handheld Chemical Detection Monitoring System	24,259.98	24,259.98	24,259.98	-	1,088,961.72		Ogura Hypower Corp	P040634		
HRS-92 Ogura Rescue System Kit	4,758.00	4,758.00	4,758.00	-	1,084,203.72		Kendall Trailers	P040874		
Shelves for each of the 4 trailers	4,315.96	4,315.96	-	-	1,084,203.72		Fisher Scientific Company	P041391		
Haz Material Handbook for Emergency Response	1,104,086.27	463,621.27	415,796.28	-	47,824.99					
EMERGENCY RESPONSE.										
Balance of Appropriations:							\$ 395,913.73	\$ 1,036,378.73	\$ 1,084,203.72	\$ 1,452,175.01

PROJECT: 313305		Homeland Defense/Neighborhood Improvement Bond								
Rescue Homeland Defense Preparedness Initiative										
Appropriations										
Funding Sources:										
Homeland Defense/Neighborhood Improvement Bond						1,500,000.00				
						Total: \$	1,500,000.00			
B-72813	Pacific supplies (helmet,goggle,neck protector,anti-fog cloth,tear off lense and gearbag)	15,854.80	15,854.80			15,854.80	980,056.01		Pro-Am Safety, Inc. P044009	
B-72813	Tetra monitors, confined space kit and truck charger	7,191.20	7,191.20			7,191.20	960,056.01		Globe Electric Co, Inc. P044163	
B-72813	Pull ite II Seal plus freight	219.37	219.37	219.37		-	960,309.97		E. J. Brooks, Co. P043983	
B-72813	4 Color Triage Tarp set with carrying case (10)	9,493.00	9,493.00			9,493.00	960,362.95		Melbourne Venture Group LLC P043359	
B-72813	Shower Curtain pin sets (100) plus shipping	149.00	149.00			149.00	960,056.01		Home Depot Store 277 P044084	
B-72813	200 Foot Fire Rescue Light Cable Reel System	24,251.50	24,251.50			24,251.50	960,056.01		Lumanex LLC P044282	
Totals:		1,500,000.00	614,571.48	548,888.36		65,683.12				
Balance of Appropriations:		\$0.00	\$885,428.52	\$ 951,111.64	\$ 1,434,316.88					

HD/NIB MOTION 02-24

A MOTION TO RECOMMEND TO THE CITY COMMISSION APPROVAL TO ALLOCATE BOND FUNDS FOR PURCHASE OF THE LIST OF SECURITY EQUIPMENT SUBMITTED TO THE BOARD BY THE POLICE DEPARTMENT, WITH THE STIPULATION THAT PURCHASE OF EQUIPMENT VALUED AT \$150,000 OR LESS BE MADE WITHIN SIX MONTHS OF APPROVAL OF SAME, AND PURCHASES OF EQUIPMENT VALUED OVER \$150,000 BE MADE WITHIN ONE YEAR OF APPROVAL OF SAME; FURTHER STIPULATING THAT IF PURCHASES ARE NOT MADE WITHIN THE TIME FRAMES INDICATED, BOARD RECOMMENDATION OF APPROVAL FOR SAID PURCHASES WILL BE RESCINDED.

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

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

e. Presentation by the Fire Department re: \$1.5 million Homeland Defense Preparedness Initiative.

* Presentation by Deputy Fire Chief Maurice Kemp. Chief Kemp provided the Board with a list of items needed by the Fire Department, including the need for an incident command post, technical rescue vehicle, terrorist cache vehicle, domestic security/terrorist cache equipment, decontamination showers, sampling/monitoring equipment, fiber optic and listening devices. The Fire Department is gearing up to handle incidents involving a massive level of individuals, such as the Department has never had to consider handling before.

* Board Member Marko made a recommendation that the Fire Department's list be referred to the Audit Committee for consideration.

* Vice Chairman Reyes suggested that there was no need for further discussion or consideration of the list, noting that the list of needs was very straightforward.

* Chairman Flanders inquired as to whether funding could be scaled back after it is determined at what level Congress would provide funding to the Fire Department.

* Assistant City Manager Rollason suggested perhaps line item entries could be done and sources of funding could be changed on line items, depending on what other sources of funding become available to the Fire Department.

* Vice Chairman Reyes made a motion to recommend approval of the list of equipment submitted by the Fire Department, to which Board Member de Rosa seconded. Board Member Marko offered a friendly amendment to the motion, noting that all the items on the list provided by the Fire Department were valued above \$200,000, and adding the provision to the motion that equipment valued at \$200,000 or more would be purchased within a one-year period; otherwise the recommendation of approval for purchase of such equipment would be rescinded. The maker and seconder of the motion accepted the amendment to the motion.

HD/NIB MOTION 02-25

A MOTION TO RECOMMEND TO THE CITY COMMISSION APPROVAL TO ALLOCATE BOND FUNDS FOR PURCHASE OF THE LIST OF FIRE-RESCUE EQUIPMENT SUBMITTED TO THE BOARD BY THE FIRE DEPARTMENT, WITH THE STIPULATION THAT PURCHASES OF EQUIPMENT VALUED AT \$150,000 OR LESS BE MADE WITHIN SIX MONTHS OF APPROVAL OF SAME AND PURCHASES OF EQUIPMENT VALUED OVER \$150,000 BE MADE WITHIN ONE YEAR OF APPROVAL OF SAME; FURTHER STIPULATING THAT IF PURCHASES ARE NOT MADE WITHIN THE TIME FRAMES INDICATED, BOARD RECOMMENDATION OF APPROVAL FOR SAID PURCHASES WILL BE RESCINDED.

not yet been able to reach an agreement with the property owner. Economic Development can address the board in six months with an update re this site.

- Fire-Rescue Homeland Defense Preparedness Initiatives.

Total dollar amount: \$5,500,000

Source of funds: Fire Rescue Homeland Defense
Preparedness Initiative

Report by: Chief Maurice Kemp - Fire-Rescue

Date approved by the board: October 22, 2002

To date, the Fire Department has purchased or has out to bid equipment totaling \$529,086. Chief Kemp reviewed the itemized list of equipment that has been purchased and equipment pending purchase with the board. An update will be provided to the board in six months.

- Bicentennial Park Improvements Phase I & II Tank Removal.

Total dollar amount: \$90,000

Source of funds: Bicentennial Park Improvements

Report by: Craig Clevenger - Economic Development

Date approved by Audit Subcommittee: July 15, 2003

Date approved by the board: July 22, 2003

Date approved by the Commission: October 29, 2003

The work has been completed. \$67,942 have been spent with remaining balance of slightly over \$22,000. Two improperly bounded underground tanks were found, pulled and the area was cleaned. There was residual petroleum found in the area just in front of the park. The City is currently negotiating with FDOT to try to convey that property to FDOT, and if the negotiation is successful, FDOT will take charge of the cleanup. The Department requested to hold the remaining unspent funds for approximately six additional months to determine if the negotiations with FDOT are successful or if the Department will be responsible for the cleanup. There is a June deadline required by Dade County DERM to have a site assessment report



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 9/30/03

DISTRICT: 2

NAME OF PROJECT: LAND ACQUISITION AT 749 NE 79 STREET - FOR FUTURE FIRE STATION

INITIATING DEPARTMENT/DIVISION: Fire - Rescue

INITIATING CONTACT PERSON/CONTACT NUMBER: Chief Tom Flores / 305.416.1692

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: R-03-0022 CIP/PROJECT NUMBER: 313306

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$500,000 (which has 10 Million allocated, with 5.5 Million in 1st series. Today's remaining balance is \$4,870,574.00)

SOURCE OF FUNDS: Fire-Rescue Homeland Defense Preparedness Initiative

ACCOUNT CODE(S): CIP # 313306

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

AMOUNT: _____ EXPIRATION DATE: _____

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

Estimated Operations and Maintenance Budget Mr. Reshefsky inquired about operational budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Fire - Rescue, Chief Tom Flores and Economic Development, Madeline Valdes

DESCRIPTION OF PROJECT: One (1) appraisal came out at \$400,000. Seller has agreed to demolish, cap the sewer line, and remove all structures and debris /clear site of encumbrances. Fire -Rescue says location is appropriate for life safety. \$500,000 covers the cost of acquiring land (\$480,000) along with the costs for surveying, environmental reports, and title insurance (\$20,000).

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/18/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/30/03

Approved by Commission? YES NO N/A DATE APPROVED: 10/9/03

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 3/04

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: Part of bigger plan for fire stations. Fire Department is looking hard for a Coral Way site. This is a rescue station only, but will be expanded in the future to both Fire & Rescue. Appraisals should be provided in the future.

APPROVAL: Robert O. Flores
BOND OVERSIGHT BOARD

DATE: Nov 6, 2003

The Department will provide an update on this project by March 2004. \$3,040,000 of BOB funds have been budgeted for this project.

HD/NIB MOTION 03-63

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 ACQUISITION - KEYSTONE TRAILER PARK PROJECT; FURTHER RECOMMENDING THAT \$2,840,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

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

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

- Land acquisition for future fire station at 749 NE 79 St.

Appearance by Fire-Rescue Chief Tom Flores.

The Department of Fire-Rescue is requesting that the BOB approve a \$500,000 allocation of Bond funds re this project. The appraisal for this project came out at \$400,000. The seller has agreed to demolish, cap the sewer line and remove all structures and debris and clear the site of encumbrances. The \$500,000 would cover the cost of acquiring land (\$480,000) along with the costs for surveying, environmental reports and title insurance (\$20,000).

The Audit Committee recommended approval of this project at its September 18, 2003 meeting.

HD/NIB MOTION 03-64

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LAND ACQUISITION AT 749 N.E. 79 STREET FOR FUTURE FIRE STATION PROJECT; FURTHER RECOMMENDING THAT \$500,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: D. MARKO
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

- Gusman Center for the Performing Arts Historic Renovation.

Appearances by Jenny Warren, Office of Historic Preservation; Richard Heisenbottle, Project Architect; Art Noriega, Miami Parking Authority; Michael Springs, Miami-Dade County and Mike Wharton, General Manager of the Gusman Center.

This project seeks \$500,000 from the Historic Preservation Initiatives. These funds will help with the completion of restoration currently underway. Scope of work includes: Paint and plaster restoration; completion of new theatrical rigging and lighting; completion of new communications system, new concession counters, new carpets; ADA accessibility improvements i.e. new railings and new seating; construction contingency; theater and acoustical consultants' fees and expenses.

9. Grand Avenue – Professional Services for Streetscape Improvements.
10. Brentwood Village – Professional Services for Streetscape Improvements.

CIP Director Jorge Cano reported on the Grand Avenue and Brentwood Village Streetscape Improvements Projects.

Grand Avenue is also a People's Transportation Plan Project of Dade County. The City will receive approximately \$2 million from the County for this project. A joint participation agreement was approved by the County Commission on March 16, 2004. The project went through the Citizens Independent Transportation Trust Subcommittee on March 22, 2004 and will be in front of the full board on March 31, 2004. Bidding process is anticipated to commence at the beginning of April 2004 and construction to start around August/September 2004.

The scope of the Brentwood Village Project is being revisited. The main reason is that the Risk Management Department provided feedback concerning issues relating to parking and ADA compliance.

11. Little Haiti Park Land Acquisition Parcels 55,56,57,58 & 93.

Report by Madeline Valdes - Dept. of Economic Development. The City currently owns Parcels 55, 56, 57 and 58. Regarding Parcels 93 and 94 (Keystone Trailer Park), the owner is in the processing of clearing the sites and removing the tenants. There is a one-year statutory period in which the owner has to complete this effort, so closing is not expected until sometime in January 2005.

12. Land Acquisition for Future Fire Station at 749 NE 79 Street.

Report by Madeline Valdes - Dept. of Economic Development. Closing has not occurred on this site. An issue exists with respect to a previous contract that is being contemplated in court. The property owner had a previous contract for sale. He advised the City that the contract had expired. However, the purchaser re that contract for sale placed an injunction against the site until the issue is determined by a court of law. Once a determination is made, the City can proceed with closing.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK - LAND ACQUISITION - 207 NE 59 Street & 5911 NE 2nd Avenue - # 72 & 74
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
C.I.P. DEPARTMENT CONTACT: Fernando Paiva
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$442,700 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$19,097,740)
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 - Dirk Duval & Madeline Valdes
DESCRIPTION OF PROJECT: Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition, and fencing.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
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: There is a money transfer store on parcel # 72, parcel # 74 is vacant. City is in discussion with owner of lot # 71. The cost per square foot for these parcels is consistent with what we have been approving, we've been approving 35% over appraised value.

APPROVAL: [Signature] DATE: 2/24/04
BOND OVERSIGHT BOARD

MOVED: M. REYES
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.

Little Haiti Park - Land Acquisition-
245 N.E. 59th Street - #78

Total dollar amount: \$110,420
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance and demolition. A garage warehouse is presently on the site.

Little Haiti Park - Land Acquisition
207 N.E. 59th Street & 5911 N.E. 2nd Avenue - #72 & 74

Total dollar amount: \$442,700
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. There is a money transfer store on Parcel 72. Parcel 74 is vacant. The City is in discussion with the owner of Lot 71. The cost per square foot for these parcels is consistent with what has recently been approved -- 35% over appraised value.

Little Haiti Park - Land Acquisition
5901-09 N.E. 2nd Avenue - #73

Total dollar amount: \$586,902
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval -
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

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.

- 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.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK - LAND ACQUISITION - 5901-09 NE 2nd Avenue - # 73
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
C.I.P. DEPARTMENT CONTACT: Fernando Paiva
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$586,902 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$18,510,838)
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 - Dirk Duval & Madeline Valdes
DESCRIPTION OF PROJECT: Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition, and fencing.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
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: Mixed use property on corner lot, illegal four (4) unit apartment structure on upper level. Condemnation price is \$600,000. It is 30% over appraised value, but appraisals have been rising. Price is high but where is this in scale of total land acquisition cost?

APPROVAL: Robert C. Ham DATE: 2/24/04
BOND OVERSIGHT BOARD

MOVED: M. REYES
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.

Little Haiti Park - Land Acquisition-
245 N.E. 59th Street - #78

Total dollar amount: \$110,420
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance and demolition. A garage warehouse is presently on the site.

Little Haiti Park - Land Acquisition
207 N.E. 59th Street & 5911 N.E. 2nd Avenue - #72 & 74

Total dollar amount: \$442,700
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. There is a money transfer store on Parcel 72. Parcel 74 is vacant. The City is in discussion with the owner of Lot 71. The cost per square foot for these parcels is consistent with what has recently been approved -- 35% over appraised value.

Little Haiti Park - Land Acquisition
5901-09 N.E. 2nd Avenue - #73

Total dollar amount: \$586,902
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval -
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

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.

- 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.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK - LAND ACQUISITION - 245 NE 59 Street - # 78
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
C.I.P. DEPARTMENT CONTACT: Fernando Paiva
RESOLUTION NUMBER: R-04-0104 CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$110,420 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$18,400,418)
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 - Dirk Duval & Madeline Valdes
DESCRIPTION OF PROJECT: Said acquisition includes cost of survey, appraisal, environmental report, title insurance, and demolition.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 2/24/04
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 2/26/04
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: A garage warehouse in on site.

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE: 2/24/04

MOVED: M. REYES
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.

Little Haiti Park - Land Acquisition-
245 N.E. 59th Street - #78

Total dollar amount: \$110,420
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance and demolition. A garage warehouse is presently on the site.

Little Haiti Park - Land Acquisition
207 N.E. 59th Street & 5911 N.E. 2nd Avenue - #72 & 74

Total dollar amount: \$442,700
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. There is a money transfer store on Parcel 72. Parcel 74 is vacant. The City is in discussion with the owner of Lot 71. The cost per square foot for these parcels is consistent with what has recently been approved -- 35% over appraised value.

Little Haiti Park - Land Acquisition
5901-09 N.E. 2nd Avenue - #73

Total dollar amount: \$586,902
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval -
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

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.

- 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.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK -SURVEY OF THE ALLEYWAY NEAR 59TH STREET AND NE 2ND AVENUE
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
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: \$2,850 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$15,867,568)
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
DESCRIPTION OF PROJECT: Perform a boundary and topographic survey of the alleyway near 59th Street and NE 2nd Avenue for the land assembly for the development of Little Haiti Park.

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
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: Robert C. Ford DATE: 2/24/04
BOND OVERSIGHT BOARD

HD/NIB MOTION 04-22

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-SUMMARY OF ENVIRONMENTAL ISSUE-299 & 303 N.E. 59 TERRACE-PARCEL NUMBERS 60 & 61 PROJECT; FURTHER RECOMMENDING THAT \$30,000 OF HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT.

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.

- Little Haiti Park Land Acquisitions.
- Little Haiti Park - Survey of the Alleyway near 59th Street and NE 2nd Avenue.

Total dollar amount: \$2,850
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Dirk Duval, Madeline Valdes,
Phil Allene - Economic Development

Scope of work includes performing a boundary and topographic survey of the alleyway near 59th Street and N.E. 2nd Avenue for the land assembly for the development of Little Haiti Park.

Program Manager Phil Allene (phonetic) gave a presentation and provided the board a handout of what the department's vision is for the Little Haiti Park.

HD/NIB MOTION 04-24

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-SURVEY OF THE ALLEYWAY NEAR 59TH STREET AND N.E. 2ND AVENUE PROJECT; FURTHER RECOMMENDING THAT \$2,850 OF HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 3
NAME OF PROJECT: 1501 SW 9TH STREET IN CONNECTION WITH TOWER THEATRE- DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF PARKING LOT
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
C.I.P. DEPARTMENT CONTACT: Fernando Paiva / Andre Bryan
RESOLUTION NUMBER: R-04-0124 CIP/PROJECT NUMBER: 341127
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$100,000 (\$3,750,000 appropriated; current estimated balance is \$2,230,860)
SOURCE OF FUNDS: HDNI Bonds - Calle Ocho Improvements
ACCOUNT CODE(S): CIP # 341127

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

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Economic Development / Dirk Duval

DESCRIPTION OF PROJECT: Construction of a fourteen (14) space parking lot and the demolition of the existing structure on said property. Due to the lack of parking along SW 8th Street, there is a need for a parking lot by the Tower Theatre. Estimated cost of constructing said parking lot is \$88,774; estimated cost of demolishing the existing structure is \$10,000.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 2/24/04
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 2/26/04
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

Justifications for change:
Description of change:

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

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

6. COMMENTS:
APPROVAL: Robert A. Flund BOND OVERSIGHT BOARD DATE: 2/24/04

HD/NIB MOTION 04-20

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE BRYAN PARK-INTERIOR IMPROVEMENTS PROJECT; FURTHER RECOMMENDING THAT \$111,402 BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: J. REYES
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.

- Demolition of Existing Structure and Construction of Parking Lot at 1501 SW 9 Street.

Total dollar amount: \$100,000
Source of funds: Homeland Defense/Calle Ocho improvements
Report by: Dirk Duval; Madeline Valdes-Economic Development;
Jorge Cano, Director, CIP
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes construction of a 14-space parking lot and the demolition of the existing structure (a single-family house) on the property.

The City Commission has acknowledged the need for more parking in the Little Havana area. This parking lot will be complementary to the Tower Theater as well as the nearby Domino Park.

CIP Director Cano informed the board that this project was done in-house. This project incorporates some of the design features, i.e. pavers and lighting fixtures to match the design being used on the development of a plaza in this area.

Board Member Marko reminded the board that when this project was first recommended for approval by the board, there was mention of developing the property into a dressing room or storage space for use by the Tower Theater, but there was never mention of developing a parking lot on the property. He expressed his concern over how expensive it would be to develop this property as a 14-space parking lot.

UPDATES:

1. **Fire-Rescue Homeland Defense Preparedness Initiatives**

Tom Flores, Assistant Fire Chief, stated that all proposals to purchase land had failed. Not much progress made on equipment either. Federal funds had been used for some equipment. Request for proposals were issued for equipment, which should be reviewed mid October.

2. **Land Acquisition for Future Fire Station at 749 NE 79 Street.**

Madeline Valdes, Economic Development, stated the \$500,000 proposal to purchase a church fell through prior to closing. Some of said funds (\$5,978) were spent in due diligence. The balance is now available to go back into homeland defense fire account. The administration is no longer pursuing this location, but is continuing to seek other sites in the area.

- | |
|--|
| 3. Land Acquisition for Little Haiti Park Parcels 72 & 74. |
| 4. Land Acquisition for Little Haiti Park Parcel 73. |
| 5. Land Acquisition for Little Haiti Park Parcel 78 |

Madeline Valdes, Economic Development stated:

Parcel 72 & 74 the City is not purchasing because the property owner did not sign the agreement.

Parcel 73 the City is not purchasing because the property owner did not sign the agreement.

Parcel 78 was purchased, closed and conducting demolition, which should be completed this week.

Mr. Reshefsky requested Ms. Valdes to provide the board with photographs.

6. **Little Haiti Park Survey of Alleyway near 59 St. N.E. 2nd Avenue.**

Madeline Valdes, Economic Development, stated that a survey had been procured for area behind the Caribbean Marketplace, pursuant to the board's request, to establish no encroachments on the site.

7. **Demolition and Construction of Parking Lot at 1501 S.W. 9 St.**

Juan Ordonez, Capital Improvement Projects, reported a unity of title is required for this project. Mary Conway, Director of CIP, reported city is considering different options, will be costing project and will come back with a recommendation.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: April 17, 2003

NAME OF PROJECT: ORANGE BOWL STADIUM 2003 STRUCTURAL REPAIRS

INITIATING DEPARTMENT/DIVISION: Conferences, Conventions, and Public Facilities

INITIATING CONTACT PERSON/CONTACT NUMBER: Christina Abrams / 305.579.6341

C.I.P. DEPARTMENT CONTACT: Juan Ordonez 305.416.1241

RESOLUTION NUMBER: R-03-829 CIP/PROJECT NUMBER: 324002

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$2,000,000.00 (total amount budgeted for this item = 16 Million)

SOURCE OF FUNDS: Homeland Defense - Orange Bowl Ramps & Improvements; Structural Repair

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, C.I.P.

DESCRIPTION OF PROJECT: Improve the structural integrity of the stadium, including the emergency structural repairs required by the "40-years Structural Recertification for the Orange Bowl Stadium." This work has been done under the supervision and direction of Bliss & Nyitray, who were hired to conduct an in-depth structural assessment of the Stadium's structure. See attachment for a list of the emergency remedial work needed.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/17/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03

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

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

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

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: \$ 447,000 already spent. Should be painted per staff - current lawsuit precludes this. A maintenance program should be adopted for preventative measures to prevent deterioration of stadium.

APPROVAL: *[Signature]*
BOND OVERSIGHT BOARD

DATE: _____

Enclosures: Back-Up Materials YES NO

**ORANGE BOWL STADIUM 2003, STRUCTURAL REPAIRS
STATUS REPORT – SEPT. 1, 2004**

BID ITEM#	DESCRIPTION	ORIGINAL CONTRACT \$1,944.031.	COMPLETED ORIG. CONT.	1ST INCREASE IN CONTRACT \$500.000.	COMPLETED 1ST INCREASE	TOTAL
1	SUPPORT CASE I/K	10	10	15	20	30
2	SUPPORT CASE II/K	30	30		6	36
3	SUPPORT CASE III/M	10	10			10
4	SUPPORT CASE IV/M	30	30			30
5	STEEL DECK REPLAC.	5,500. S.F.	6,070. S.F.			6,070. S.F.
6	C 8 x 18.75 x 20"	15	29			29
7	C 12 x 20.7 x 20"	30	33			33
8	8" CONC. SLAB	2,000. S.F.	—			—
9	W 14 x 43 x 20'	16	20			20
10	W 12 x 35 x 20'	20	20			20
11	W 10 x 30 x 20'	5	25			25
12	PEDESTAL SUPPORT	40	—			—
13	COL. EXPOSURE "H" GL.	24	39			39
14	COL. REPAIR "M" GL.	4	6			6
15	RAKER BEAM CONNEC.	10	10			10
16	COLUMN BASIS	70	70			70
17	PAINTING	Lump Sum				
	REPLACE + 9' – 6" RAMP			4	4	4

INTER-OFFICE MEMORANDUM

TO : Joe Arriola, Chief Administrator/
City Manager

DATE : March 17, 2003

FILE : B-3297

FROM : Jorge C. Cano, P.E., Director
Department of Capital Improvements

SUBJECT : "Emergency Finding for the
Orange Bowl Stadium 2003
Structural Repairs

REFERENCES :

ENCLOSURES :

This Memorandum serves to request your approval of an "Emergency Finding", to proceed with the emergency repair of several structural elements in the Orange Bowl Stadium, as requested by Bliss & Nyitray, Structural Engineers for the Stadium, in the reports dated December 2002 and June 2001.

From 1999 to 2002 the City of Miami through the Department of Public Works, has invested a total of \$4,000,000.00 to preserve the structural integrity of the Stadium, including the emergency structural repairs required by the "40-years Structural Recertification for the Orange Bowl Stadium". This work has been done under the supervision and direction of Bliss & Nyitray, which were hired to conduct an in depth structural assessment of the Stadium structure.

Because time is of the essence to complete the remedial work schedule for this year, prior to the 2003 football season, hereby we are requesting your authorization to proceed in an informal bidding, to receive a sealed bid proposal for the Orange Bowl Stadium 2003, Structural Repairs, B-3297. The estimated construction cost for this year's repairs is in the amount of \$2,000,000.00. Funds are available under CIP No. 324002 for the emergency remedial work indicated above. When these emergency repairs are finalized, this Emergency Finding will be placed on the next available Commission Agenda for Ratification.

Approved By: [Signature]
Larry Spring, Chief of Strategic
Planning, Budgeting & Performance

Date: 3-21-03

Approved By: [Signature]
Joe Arriola, Chief Administrator/
City Manager

MAR 25 2003

Date: _____

JCC/JBO/cw

C.I.P. APPROVAL:
[Signature] 3-18-03
Signature Date

ORANGE BOWL STADIUM
40 YEARS RECERTIFICATION
REVISED BUDGET
OCT. 8, 02

1. REPAIR OF APPROX. 42 MAIN COL. INCLUDING: WEB, FLANGES, & LAT. BRACING (#9) 42 COL.X \$ 4,900. =	\$205,800.
2. REPAIR OF APPROX. 20 MAIN COL. INCLUDING: FLANGES & LAT. BRACING (#13) 20 COL.X \$3,050.=	\$ 61,000.
3. REPAIR OF APPROX. 15 MAIN COL. INCLUDING: WEB & LAT. BRACING (#14) 15 COL.X \$1,950.=	\$ 29,250.
4. REPAIR OF APPROX. 40 COL. BOTTOM SECTION (#16) 40 COL.X \$2,250.=	\$ 90,000.
5. DEMOLITION OF 35 MAIN COL. CONC. ENCASEMENT (#10) 35 COL.X \$320.=	\$ 11,200.
6. DEMOLITION OF 88 COL. BASES (#11) 88 COL.X \$120.=	\$ 10,560.
7. REPLACEMENT OF 6 W 8X28 STL. COLUMNS (#17) 6 COL.X \$8,100.=	\$ 48,600.
8. REPLACEMENT OF 32 STL. BEAMS (#19) 32 BEAMS X \$5,800.=	\$185,600.
9. REPAIR OF DAMAGED STANDS AT MAINTENANCE ROOM (#18)	\$ 24,800.
10. REPAIR OF 2 VOMITORY RAMPS (#15) 2 RAMPS X \$8,170.=	\$ 16,340.
11. REPAIR OF 10 MAIN CONNECTIONS (#20) 10 CON.X \$2,600.=	\$ 26,000.
12. STUB COLUMNS (40) FOR RAKED BEAMS (#21) 40 STUB COL.X \$2,700.=	\$ 108,000.
13. REPAIR OF 4 LIGHTING TOWER (#23) 4 LIGHT TOWERS X 15,800.=	\$ 63,200.
14. RELOCATION OF ELECTRIC JUNCTION BOXES (#24)	\$ 4,600.
15. SUPPLEMENT AT THE TOP OF 7 COLUMNS (#25)	\$ 3,045.
16. SUPPLEMENT OF 4 DISTORTED GUSSET PLATES (#26)	\$ 3,500.
17. REPLACEMENT OF 12 UPPER TRUSSES SUPPORT (#27)	\$ 21,000.
18. REPAIR OF 16 MAIN "X" BRACING (#28)	\$ 28,000.
19. REPAIR OF 4 LIGHTING TOWER SUPPORT (#35)	\$ 59,416.
20. CONCRETE SLAB PATCHING (#29)	\$ 12,760.
21. 68' ELEV. CONCOURSE REPAIRS (#30)	\$ 14,059.
22. WING WALLS & SUPPORT REPAIR (#31)	\$ 11,020.
23. LOWER PRESS BOX REPAIRS	\$460,000.
TOTAL	\$ 1,497,750.

SOURCE OF FUNDS:

\$ 105,090.	
\$ 400,000.	
\$ 390,000.	
\$ 400,000.	
\$ 210,000.	
TOTAL	\$ 1,505,090.

ORANGE BOWL STADIUM
2003 STRUCTURAL REPAIRS, B-3297
DISTRICT 3

1. REPAIR OF APPROX. 40 SUPPORTS FOR MAIN UPPER TRUSSES ALONG "K" GRID LINE. 40 CONNECTIONS X \$8,500.=	340,000.
2. REPAIR OF APPROX. 20 SUPPORTS FOR MAIN UPPER TRUSSES: ALONG "M" GRID LINE. 20 CONNECTIONS X \$2,600.=	52,000.
3. STEEL DECK REPLACEMENT AT +13'-0" ELEV. CONCOURSE 5,500. X \$55.=	302,500.
4. REPLACEMENT OF APPROX 15 C 8X 18.75 STL. BEAMS FRAMING THE +13'-0" ELEV. CONCOURSE. 15 BEAMS X \$2350.=	35,250..
5. REPLACEMENT OF APPROX 30 C 12X20.7 STL. BEAMS FRAMING THE +13'-0" ELEV. CONCOURSE 30 BEAMS X \$4,800.=	144,000.
6. REPLACEMENT OF APPROX. 2,000 SF OF CONCRETE SLAB. AT +9'-0" ELEV. CONCOURSE. 2,000 X \$27.=	54,000.
7. REPLACEMENT OF APPROX. 16 W 14X43 STL. BEAMS FRAMING THE +9-0" ELEV. CONCOURSE. 16 BEAMS X \$5,800.=	92,800.
8. REPLACEMENT OF APPROX 20 W 12X35 STL BEAMS FRAMING THE VOMITORY RAMPS AT ELEV. 9'-0" 13'-0" 20X4,500.=	90,000.
9. REPLACEMENT OF APPROX 20 W 12X30 STL. BEAM FRAMING THE CONCOURSES AT DIFFERENT ELEV. 20X4,000.=	80,000.
10. NEW END SUPPORT FOR RAKER BEAMS AT GROUND LEVEL. 40 SUPPORTS X \$2,700.=	108,000.
11. CONSTRUCTION OF APPROX. 70 COLUMN BASIS 70 COL. BASIS X \$300.	21,000.
12. LIGHTING TOWER'S LIGHT CLUSTER BRACKETS. ALLOWANCE FOR INSPECTION & REPAIRS	100,000.
13. INSPECTION AND REPAIR OF 24 STEEL COL. ALONG "M" GRID LINE. 24 COL. X \$5,000.=	120,000.
14. SPECIAL PROVISIONS	250,000.
TOTAL DIRECT CONSTRUC. COST	\$1,789,550.
TOTAL SOFT COSTS	\$ 210,450.
TOTAL PROJECT COST	\$2,000,000.

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

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

HD/NIB MOTION 03-34

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

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

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

provided by District 4. The project is split into two parts: 1) Interior of park fee--\$13,000; and 2) Right-of-way fee-\$23,000. Funding of \$100,000 came from District 4; \$38,000 from Parks Dept. for interior and for right-of-way, and funding from Street Improvements. Staff should be coming back in January 2004 for construction money for interior work. Right-of-way improvements have not started, because a survey is still needed. Construction drawings should be available in approximately six months.

4. Orange Bowl Stadium 2003 Structural Repairs.

Lawsuit is still ongoing. Construction started in September 2003. Football season started, which limited progress of work to underneath the stadium. Current construction is satisfactory. When the football season ends, full construction will begin.

Additional Concerns:

It is the opinion of the Audit Subcommittee that rather than continuing the procedure of having project updates come before the Audit Subcommittee, the updates should come before the entire BOB.

At the last Audit Subcommittee meeting, a discussion was had concerning the lack of attendance at the Audit Subcommittee meetings, and the negative impact it will have on the Board, as much of the knowledge about various projects, and recommendations, various considerations and detailed information is centralizing on a very few amount of people who do attend the Audit Subcommittee meetings. Board Member Marko suggested that as a

result of poor attendance, the continuity of information by the Board would be lost or housed exclusively with staff. He further expressed his belief that the collective knowledge of the Board should remain with the Board as opposed to with staff. He prevailed upon Chairman Flanders to reach out to the Mayor and Commissioners to try to get more involvement at the BOB and at the Audit Subcommittee where much of the collective memory and hard core work is achieved.

Board Member Aedo suggested that the makeup of the Audit Subcommittee should be done on a rotational basis, so that every BOB member would have the opportunity to be a part of the core group of people involved in the Audit Subcommittee.

III. CHAIRPERSON'S OPEN AGENDA:

- Discussion of Bid Process.

Chairman Flanders advised that in the development of the BOB, in the growth of the CIP Dept., in the commissioning of projects, something has been uncovered which is undermining the success of all efforts, and that is the bidding process. The bid process, as it's laid out, is a product of affirmative action. It's a product of minority set-asides and a product of the City being required, by its own statute, to accept what is called the lowest bid, and ending up with products, in the areas that most need them -- depressed areas -- where doors are falling off hinges, concrete is falling, etc. So good money is being used to develop needed projects, but because the bid process is so flawed, the quality of the finished product is very poor. At some point, we have to determine what's more important -- following blindly a process that's been set into motion, or being truly concerned about the greater good, which is a project which remains whole over a period of



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 3/23/04 DISTRICT: 3

NAME OF PROJECT: ORANGE BOWL STADIUM 2003 STRUCTURAL REPAIRS

INITIATING DEPARTMENT/DIVISION: Department of Capital Improvements

INITIATING CONTACT PERSON/CONTACT NUMBER: Juan Ordonez 305.416.1241

C.I.P. DEPARTMENT CONTACT: Juan Ordonez

RESOLUTION NUMBER: R-04-0199 CIP/PROJECT NUMBER: 324002

ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$500,000 (\$16 Million allocated, estimated current balance is \$12,803,440)
SOURCE OF FUNDS: HDNI Bond - Orange Bowl Ramps & Improvements; Structural Repair
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 / Department of Capital Improvements

DESCRIPTION OF PROJECT: While conducting structural repairs under the contract Orange Bowl Stadium Structural Repairs 2003, it was found that 15 of the 40 supports at the North side of the stadium show a different degree of deterioration and are in need of repair. Also, the four (4) ramps that lead from the ground toward the concession concourse at '9-6" elevation present severe damage and deterioration and need to be replaced in a timely manner before the 2004 UM football season.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 3/15/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 3/23/04
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 3/25/03
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

Justifications for change:

Description of change:

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

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

6. COMMENTS: Is there a plan for remaining Orange Bowl Stadium repairs? Plans are within scope of maintenance plan for a stadium.

APPROVAL: [Signature] DATE: 3/25/04
BOND OVERSIGHT BOARD

**ORANGE BOWL STADIUM 2003, STRUCTURAL REPAIRS
STATUS REPORT – SEPT. 1, 2004**

BID ITEM#	DESCRIPTION	ORIGINAL CONTRACT \$1,944.031.	COMPLETED ORIG. CONT.	1ST INCREASE IN CONTRACT \$500.000.	COMPLETED 1ST INCREASE	TOTAL
1	SUPPORT CASE I/K	10	10	15	20	30
2	SUPPORT CASE II/K	30	30		6	36
3	SUPPORT CASE III/M	10	10			10
4	SUPPORT CASE IV/M	30	30			30
5	STEEL DECK REPLAC.	5,500. S.F.	6,070. S.F.			6,070. S.F.
6	C 8 x 18.75 x 20"	15	29			29
7	C 12 x 20.7 x 20"	30	33			33
8	8" CONC. SLAB	2,000. S.F.	—			—
9	W 14 x 43 x 20'	16	20			20
10	W 12 x 35 x 20'	20	20			20
11	W 10 x 30 x 20'	5	25			25
12	PEDESTAL SUPPORT	40	—			—
13	COL. EXPOSURE "H" GL.	24	39			39
14	COL. REPAIR "M" GL.	4	6			6
15	RAKER BEAM CONNEC.	10	10			10
16	COLUMN BASIS	70	70			70
17	PAINTING	Lump Sum				
	REPLACE + 9' – 6" RAMP			4	4	4

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor and Members
Of the City Commission

DATE: 2/23/04

FILE: B-3297

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

FROM: Joe Arriola
City Manager

REFERENCES:

ENCLOSURES:

Four (4) Documents

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution that will amend Resolution No: 03-829 to increase the scope of work of the project entitled "ORANGE BOWL STADIUM STRUCTURAL REPAIRS 2003, Job No. B-3297", to take remedial action in some structural elements in need of immediate repair, and increase the contract to Professional General Contractors in the amount of \$500,000.00 to complete these repairs.

BACKGROUND:

As a part of the recommendation included in the reports prepared by Bliss & Nyitray, Inc., Structural Consulting Engineers, entitled "Structural Conditions Assessment for the Orange Bowl Stadium", and "The 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.

While conducting the structural repairs under the contract "ORANGE BOWL STADIUM STRUCTURAL REPAIRS, 2003, Job No. B-3297", and after the cleaning of the base connection of the upper bowl trusses was completed, it was found that 15 of the 40 supports at the North side of the stadium show a different degree of deterioration and are in need of repair. Also, the four ramps that lead from the ground toward the concession concourse at '9-6" elevation present severe damage and deterioration and needs to 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 \$500,000.00 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

ADD
JA/LMH/CPA/JBO/cw

HD/NIB MOTION 04-32.1

A MOTION OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) REQUESTING THE CITY ATTORNEY TO PREPARE A DIRECTIVE TO CITY STAFF REFLECTING THE FOLLOWING: IF THERE IS AN OPPOSING VOTE ON ANY PARTICULAR ITEM BROUGHT BEFORE THE BOARD FOR CONSIDERATION, THE CITY COMMISSION SHOULD BE INFORMED OF SAME BY CITY STAFF, IN WRITING, BY WAY OF A LEGISLATIVE MEMORANDUM, AND PRESENTED AS PART OF A LEGISLATIVE PACKET AND PLACED ON A REGULAR COMMISSION AGENDA FOR CONSIDERATION BY THE CITY COMMISSION AS OPPOSED TO BEING PRESENTED AND CONSIDERED BY THE CITY COMMISSION AS A NON-AGENDA ITEM; FURTHER, THAT THE LEGISLATIVE MEMO SHOULD REFLECT THE VOTE OF THE MEMBERS OF THE BOARD REGARDING THE ITEM CONSIDERED.

MOVED: D. MARKO
SECONDED: L. de ROSA
ABSENT: R. AEDO; L. CABRERA; S. CASERES; M. CRUZ;
R. FLANDERS

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

III. NEW BUSINESS:

A. AUDIT COMMITTEE REPORT:

- Increase in Contract for Orange Bowl Stadium Structural Repairs 2003.

Total dollar amount: \$500,000
Source of funds: HD/NIB-Orange Bowl Ramps & Improvements: Structural Repair
Report by: Juan Ordonez - CIP Dept.
Date approved by Audit Subcommittee: March 15, 2004

Scope of project: While conducting structural repairs under the contract, Orange Bowl Stadium Structural Repairs 2003, it was found that 15 of the 40 supports at the north side of the stadium show a different degree of deterioration and are in need of repair. Also, the four ramps that lead from the ground toward the concession concourse at "9-6" elevation present severe damage and deterioration and need to be replaced in a timely manner before the 2004 University of Miami football season begins. The Project is ADA compliant. The Audit Subcommittee recommended that a structural maintenance plan be provided re the project.

HD/NIB MOTION 02-28

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE ORANGE BOWL STADIUM 2003 STRUCTURAL REPAIRS PROJECT; FURTHER RECOMMENDING THAT \$500,000 OF HD/NIB-ORANGE BOWL RAMPS AND IMPROVEMENTS-STRUCTURAL REPAIR FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: L. de ROSA
SECONDED: R. VANGATES
ABSENT: R. AEDO; L. CABRERA; S. CASERES; M. CRUZ;
R. FLANDERS

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

- Increase in Contract for Citywide Sidewalk Replacement for Shenandoah & Silver Bluff.

Total dollar amount: \$200,000
Source of funds: HD/NIB-District 4 Quality of Life
Report by: Stephanie Grindell-Public Works
Date approved by Audit Subcommittee: March 15, 2004

Scope of Project: An increase in the contract with M.E.F. Construction, Inc., approved pursuant to Resolution No. 03-248 adopted March 27, 2003 and Resolution No. 03-1068 adopted September 25, 2003 in an amount not to exceed \$200,000 for additional work on the project entitled Citywide Sidewalk Replacement Project. Funds previously came from District 3 Quality of Life (\$200,000) and District 4 Quality of Life (\$100,000). The Project is ADA compliant.

HD/NIB MOTION 04-29

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (HD/NIB) AUDIT SUBCOMMITTEE OF THE CITYWIDE SIDEWALK REPLACEMENT PROJECT FOR THE SHENANDOAH AND SILVER BLUFF NEIGHBORHOODS; FURTHER RECOMMENDING THAT \$200,000 OF HD/NIB-DISTRICT 4 QUALITY OF LIFE FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: J. REYES
SECONDED: S. PETERS
ABSENT: R. AEDO; L. CABRERA; S. CASERES; M. CRUZ;
R. FLANDERS

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



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. -DATE: 2/4/03

NAME OF PROJECT: Lemon City Park

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

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

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: 0-12355 CIP/PROJECT NUMBER: See below

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$92,345.00

SOURCE OF FUNDS: \$60,000 Neighborhood Park Imp. ACCOUNT CODE(S): CIP # 331419 - Lemon City
\$32,345 District 5 Quality of Life | CIP # 311715

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

AMOUNT: \$92,345 EXPIRATION DATE: October 2005

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

Estimated Operations and Maintenance Budget No additional cost

3. - SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco, Parks

DESCRIPTION OF PROJECT: Grant for certain public outdoor recreation facilities and improvements.

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/4/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/18

Approved by Commission? YES NO N/A DATE APPROVED: 4/10/03

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 8/1/03

4. - CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. - REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. - COMMENTS: Attached is the itemized list of equipment/improvements that will go in the park.

Approval subject to Commissioner Teele's approval of \$32,345 funding from his Quality of Life.

APPROVAL: Mario Lopez DATE: _____

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

dissent/opposition, being placed on future Consent Agendas, input should be obtained from the City Manager.

Vice Chairman Reyes requested of Board Member Marko to draft an appropriate motion regarding this matter, to be discussed at the next meeting of the Board.

C. AUDIT COMMITTEE REPORT.

- Lemon City Park Grant.

Presentation by Ed Blanco, of the Parks Department. This is basically a grant for outdoor recreational improvements -- no improvements to the building, itself. The grant for this project was applied for in February 2002 and was awarded in August 2002. Contract was signed in October 2002. Parks is now in the process of completing commencement documents, which will be sent to the State.

Board Member Reshefsky reported that the project is estimated to cost \$184,690. Half of that amount (\$92,000) is requested to be matched by the City of Miami. There are \$60,000 available in the Neighborhood Parks Improvements Fund for the Lemon City Park. \$32,345 would come from District 5 Quality of Life Improvements Fund, subject to the approval of the District 5 Commissioner. The grant is for certain public outdoor recreational facilities. The Audit Committee recommended approval of this expenditure, subject to approval by the District 5 Commissioner, and requested an update by August 2003, six months from when the project was last approved. Attached to the project's tracking sheet was a list of the actual items involved in the \$184,000 project, including picnic shelters, picnic tables, pedestal grilles, asphalt walkways, children's playground, and swings.

Board Member Marko suggested that consideration needs to be given to maintenance costs regarding all projects going forward.

HD/NIB MOTION 03-13

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE LEMON CITY PARK OUTDOOR RECREATIONAL IMPROVEMENTS PROJECT; FURTHER, THAT FUNDING FOR MAINTENANCE OF THE PROJECT BE IDENTIFIED AND SET ASIDE AND THAT A BUDGET LINE ITEM INCLUDING OPERATION AND MAINTENANCE BE PROVIDED FOR THE PROJECT.

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

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

- Miami High Bungalow Presentation.

Board Member Reshefsky informed the Board that the Audit Committee was concerned about the lack of a complete budget for the Miami High Bungalow Project. The entire amount of the historic preservation portion of the bond issue totals approximately \$5,000,000. The Committee felt that \$250,000 of those proceeds for this project was unacceptable, and the Committee voted not to recommend approval of this project.

Presentation by Richard Heisenbottle President of R.J. Heisenbottle Architects.

Allan Poms of the CIP Department reported that the City Commission took action to approve a \$250,000 allocation of Bond monies for this project in October 2002, so the presentation being made to the Board was an after-the-fact presentation.

Sarah Eaton of the Historic and Environmental Preservation Board appeared at tonight's meeting to answer any questions or concerns the Board might have regarding this project. She informed the Board that this project was approved before formation of the Homeland Defense/Neighborhood Improvement Bond Oversight

SIX MONTH UPDATES:

1. Lemon City Park Grant.

The City Commission approved this project at its September 11, 2003 meeting. The Audit Subcommittee recommended approval of this project at its September 18, 2003 meeting. A matching grant in the amount of \$92,345 was awarded to this project. Funds came from Homeland dollar improvements for the park and Commissioner Teele's quality of life improvement funds. An update on this project will be provided to the Board within six months.

2. Site furnishings at Domino/Maximo Gomez Park.

This project has been completed and photos were presented to the Board. Photos will also be placed on the Board's website.

3. Preservation Development Initiative Grant.

This project has not yet been completed. Sarah Eaton of the Historic and Environmental Preservation Board will be inviting the Board to a public meeting to hear the historic report re this project and will send a copy of the report to the Board.

4. Fern Isle Park Cleanup and Renovation.

This project was approved by the City Commission at its March 27, 2003 meeting. The project's scope of work was changed by the contractor (B&D Engineering), and therefore, the contract was

13. Lemon City Park Grant.
14. Parks Master Plan.
15. Athalie Range Park – Court Improvements.
16. African Square Park – Court Improvements.
17. Henry Reeves Park – Court Improvements.
18. Henry Reeves Park – Playground Equipment.
19. Shenandoah Park – Court Improvements.
20. Southside Park – Court Improvements.
21. Riverside Park – Court Improvements.
22. Henderson Park - Court Improvements
23. Belafonte Tacolcy Park – Court Improvements.
24. Triangle Park – Court Improvements.
25. Sewell Park – Steel Picket Fence Project.
26. J. Pablo Duarte Park – Site Furnishings.
27. J. Pablo Duarte Park – Walkways.
28. Westend Park – Playground & Site Furnishings.
29. African Square Park – Playground Equipment.
30. Eaton Park – Project rescinded per community's request.
31. Hadley Park – Score Board.
32. Gibson Park Youth Center Hurricane Shutters.

Ed Blanco - Parks & Recreation Dept. - reported on Items 13 through 32.

Five projects were completed, including African Square Park Court Improvements, Southside Park Court Improvements, Riverside Park Court Improvements, Triangle Park Court Improvements and Hadley Park Score Board.

Eight projects are works in progress, including Athalie Range Park Court Improvements, Henry Reeves Park Court Improvements, Henry Reeves Park Playground Equipment, Henderson Park Court Improvements, Juan Pablo Duarte Park Site Furnishings, Juan Pablo Duarte Park Walkways, Westend Park Playground & Site Furnishings and African Square Park Playground Equipment.

Two projects were rescheduled -- Belafonte Tacolcy Park Court Improvements and Sewell Park Steel Picket Fence Project.

Two late-starting projects -- Lemon City Park Grant and Gibson Park Youth Center Hurricane Shutters.

Three cancelled projects -- Eaton Park Playground Equipment (Project rescinded per community's request), Shenandoah Park Court Improvements and the Parks Master Plan.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 9/30/03 DISTRICT: 1

NAME OF PROJECT: JUAN PABLO DUARTE 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: \$20,000 (\$800,000 total allocated, remaining balance is \$780,000)

SOURCE OF FUNDS: HDNI bonds - Neighborhood Parks Improvements

ACCOUNT CODE(S): CIP # 331419

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

AMOUNT: EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco 305.416.1253

DESCRIPTION OF PROJECT: Install site furnishings. Vendor Play-It-Safe. The cost estimate is based on Miami Dade County Bid # 4907-2/03-1 BPO ID: ABCW0300378.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/18/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/30/03

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

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 3/04

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST:

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds:

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input:

Justifications for change:

Description of change:

Fiscal Impact YES NO HOW MUCH?

Have additional funds been identified? YES NO

Source(s) of additional funds:

Time impact

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

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

6. COMMENTS:

APPROVAL: Robert O. Jordan BOND OVERSIGHT BOARD

DATE: Nov. 6, 2003

HD/NIB MOTION 03-76

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE SEWELL PARK STEEL PICKET FENCE PROJECT; FURTHER RECOMMENDING THAT \$80,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT; FURTHER RECOMMENDING AN URGENT APPEAL TO THE CITY COMMISSION TO RECONSIDER THE EXPENDITURE OF BOND FUNDS ON IMPROVING PARKS WHILE LOWERING THE BUDGET OF THE PARKS DEPARTMENT, RESULTING IN AN IPSO FACTO LOWERING OF FUNDING TO MAINTAIN AND PROVIDE SECURITY AT CITY PARKS.

MOVED: D. MARKO
SECONDED: G. RESHEFSKY
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

- Site furnishings and walkways at J. Pablo Duarte Park.

At its September 18, 2003 meeting, the Audit Subcommittee recommended approval of both the site furnishings project and the walkways/ADA project for this park.

Site furnishings include: 8" cascade bench with center armrest; two 46" square tables; trash receptacles; tetherball and volley ball game standards.

The scope of work further includes installation of concrete walkway on top of existing asphalt walkways; installation of two (2) bypass driveways; forming and pouring of two (2) wheelchair ramps; installation of 28 linear feet of handrails on both ramps and installation of a new concrete slab at the rear of the park building. Completion of this scope of work

will render the park's walkways ADA compliant.

HD/NIB MOTION 03-77

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JUAN PABLO DUARTE PARK SITE FURNISHINGS PROJECT; FURTHER RECOMMENDING THAT \$20,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: S. PETERS
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

HD/NIB MOTION 03-78

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JUAN PABLO DUARTE PARK WALKWAYS/ADA PROJECT; FURTHER RECOMMENDING THAT \$55,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

- Playground and site furnishings at West End Park.

13. Lemon City Park Grant.
14. Parks Master Plan.
15. Athalie Range Park – Court Improvements.
16. African Square Park – Court Improvements.
17. Henry Reeves Park – Court Improvements.
18. Henry Reeves Park – Playground Equipment.
19. Shenandoah Park – Court Improvements.
20. Southside Park – Court Improvements.
21. Riverside Park – Court Improvements.
22. Henderson Park - Court Improvements
23. Belafonte Tacolcy Park – Court Improvements.
24. Triangle Park – Court Improvements.
25. Sewell Park – Steel Picket Fence Project.
26. J. Pablo Duarte Park – Site Furnishings.
27. J. Pablo Duarte Park – Walkways.
28. Westend Park – Playground & Site Furnishings.
29. African Square Park – Playground Equipment.
30. Eaton Park – Project rescinded per community's request.
31. Hadley Park – Score Board.
32. Gibson Park Youth Center Hurricane Shutters.

Ed Blanco - Parks & Recreation Dept. - reported on Items 13 through 32.

Five projects were completed, including African Square Park Court Improvements, Southside Park Court Improvements, Riverside Park Court Improvements, Triangle Park Court Improvements and Hadley Park Score Board.

Eight projects are works in progress, including Athalie Range Park Court Improvements, Henry Reeves Park Court Improvements, Henry Reeves Park Playground Equipment, Henderson Park Court Improvements, Juan Pablo Duarte Park Site Furnishings, Juan Pablo Duarte Park Walkways, Westend Park Playground & Site Furnishings and African Square Park Playground Equipment.

Two projects were rescheduled -- Belafonte Tacolcy Park Court Improvements and Sewell Park Steel Picket Fence Project.

Two late-starting projects -- Lemon City Park Grant and Gibson Park Youth Center Hurricane Shutters.

Three cancelled projects -- Eaton Park Playground Equipment (Project rescinded per community's request), Shenandoah Park Court Improvements and the Parks Master Plan.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 9/30/03 DISTRICT: 1

NAME OF PROJECT: JUAN PABLO DUARTE PARK - WALKWAYS/ADA

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: \$55,000 (\$800,000 allocated, balance \$ 725,000)

SOURCE OF FUNDS: HDNI bonds - Neighborhood Parks Improvements

ACCOUNT CODE(S): CIP # 331419

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

AMOUNT: EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco 305.416.1253

DESCRIPTION OF PROJECT: Install concrete walkway on top of existing asphalt walkways (36" wide), install two (2) bypass driveways, form and pour two (2) wheelchair ramps, install 28 linear feet of ADA Handrails on both ramps, new concrete slab at rear of park building. Attached paperwork includes cost estimate. Project will go out for formal bid, pending Board's approval.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/18/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/30/03

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: 3/04

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: ADA person not on board, but City should sign-off on permitting to make sure this does not need to be done twice.

APPROVAL: Robert O. Jordan BOND OVERSIGHT BOARD

DATE: Nov 20, 2003

HD/NIB MOTION 03-76

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE SEWELL PARK STEEL PICKET FENCE PROJECT; FURTHER RECOMMENDING THAT \$80,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT; FURTHER RECOMMENDING AN URGENT APPEAL TO THE CITY COMMISSION TO RECONSIDER THE EXPENDITURE OF BOND FUNDS ON IMPROVING PARKS WHILE LOWERING THE BUDGET OF THE PARKS DEPARTMENT, RESULTING IN AN IPSO FACTO LOWERING OF FUNDING TO MAINTAIN AND PROVIDE SECURITY AT CITY PARKS.

MOVED: D. MARKO
SECONDED: G. RESHEFSKY
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

- Site furnishings and walkways at J. Pablo Duarte Park.

At its September 18, 2003 meeting, the Audit Subcommittee recommended approval of both the site furnishings project and the walkways/ADA project for this park.

Site furnishings include: 8" cascade bench with center armrest; two 46" square tables; trash receptacles; tetherball and volley ball game standards.

The scope of work further includes installation of concrete walkway on top of existing asphalt walkways; installation of two (2) bypass driveways; forming and pouring of two (2) wheelchair ramps; installation of 28 linear feet of handrails on both ramps and installation of a new concrete slab at the rear of the park building. Completion of this scope of work

will render the park's walkways ADA compliant.

HD/NIB MOTION 03-77

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JUAN PABLO DUARTE PARK SITE FURNISHINGS PROJECT; FURTHER RECOMMENDING THAT \$20,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: S. PETERS
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

HD/NIB MOTION 03-78

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JUAN PABLO DUARTE PARK WALKWAYS/ADA PROJECT; FURTHER RECOMMENDING THAT \$55,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

- Playground and site furnishings at West End Park.

13. Lemon City Park Grant.
14. Parks Master Plan.
15. Athalie Range Park – Court Improvements.
16. African Square Park – Court Improvements.
17. Henry Reeves Park – Court Improvements.
18. Henry Reeves Park – Playground Equipment.
19. Shenandoah Park – Court Improvements.
20. Southside Park – Court Improvements.
21. Riverside Park – Court Improvements.
22. Henderson Park - Court Improvements
23. Belafonte Tacolcy Park – Court Improvements.
24. Triangle Park – Court Improvements.
25. Sewell Park – Steel Picket Fence Project.
26. J. Pablo Duarte Park – Site Furnishings.
27. J. Pablo Duarte Park – Walkways.
28. Westend Park – Playground & Site Furnishings.
29. African Square Park – Playground Equipment.
30. Eaton Park – Project rescinded per community's request.
31. Hadley Park – Score Board.
32. Gibson Park Youth Center Hurricane Shutters.

Ed Blanco - Parks & Recreation Dept. - reported on Items 13 through 32.

Five projects were completed, including African Square Park Court Improvements, Southside Park Court Improvements, Riverside Park Court Improvements, Triangle Park Court Improvements and Hadley Park Score Board.

Eight projects are works in progress, including Athalie Range Park Court Improvements, Henry Reeves Park Court Improvements, Henry Reeves Park Playground Equipment, Henderson Park Court Improvements, Juan Pablo Duarte Park Site Furnishings, Juan Pablo Duarte Park Walkways, Westend Park Playground & Site Furnishings and African Square Park Playground Equipment.

Two projects were rescheduled -- Belafonte Tacolcy Park Court Improvements and Sewell Park Steel Picket Fence Project.

Two late-starting projects -- Lemon City Park Grant and Gibson Park Youth Center Hurricane Shutters.

Three cancelled projects -- Eaton Park Playground Equipment (Project rescinded per community's request), Shenandoah Park Court Improvements and the Parks Master Plan.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 9/30/03 DISTRICT: 4

NAME OF PROJECT: WEST END PARK - PLAYGROUND/ 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: \$160,000 (\$1,350,000 allocated, remaining balance \$1,190,000)

SOURCE OF FUNDS: HDNI bonds - Neighborhood Parks Improvements

ACCOUNT CODE(S): CIP # 331419

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

AMOUNT: EXPIRATION DATE:

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

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco 305.416.1253

DESCRIPTION OF PROJECT: Installation of two (2) sports dugout, bleachers, tables, bike racks, and turf. Vendor Play-It-Safe. The cost estimate is based on Miami Dade County Bid # 4907-2/03-1 BPO ID: ABCW0300378.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/18/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/30/03

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

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 3/04

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST:

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds:

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input:

Justifications for change:

Description of change:

Fiscal Impact YES NO HOW MUCH?

Have additional funds been identified? YES NO

Source(s) of additional funds:

Time impact

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

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

6. COMMENTS:

APPROVAL: [Signature] BOND OVERSIGHT BOARD

DATE: Nov 20, 2003

will render the park's walkways ADA compliant.

HD/NIB MOTION 03-77

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JUAN PABLO DUARTE PARK SITE FURNISHINGS PROJECT; FURTHER RECOMMENDING THAT \$20,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: S. PETERS
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

HD/NIB MOTION 03-78

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JUAN PABLO DUARTE PARK WALKWAYS/ADA PROJECT; FURTHER RECOMMENDING THAT \$55,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

- Playground and site furnishings at West End Park.

At its September 18, 2003 meeting, the Audit Subcommittee recommended approval of this project.

Scope of work includes installation of two (2) sports dugouts; bleachers; tables; bike racks and turf.

HD/NIB MOTION 03-79

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF WEST END PARK PLAYGROUND/SITE FURNISHINGS PROJECT; FURTHER RECOMMENDING THAT \$160,000 OF HD/NIB FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CACERES; J. REYES;
M. REYES

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

- Playground equipment at African Square, Eaton and Henry Reeves Parks.

At its September 18, 2003 meeting, the Audit Subcommittee recommended approval of these three projects.

The scope of work for African Square and Eaton Parks include installation of new playground equipment. The scope of work for Henry Reeves Park includes installation of new playground equipment; completion of volleyball court; supplying of 10-station vita course; removal of existing concrete walks and installation of site furnishings.

13. Lemon City Park Grant.
14. Parks Master Plan.
15. Athalie Range Park – Court Improvements.
16. African Square Park – Court Improvements.
17. Henry Reeves Park – Court Improvements.
18. Henry Reeves Park – Playground Equipment.
19. Shenandoah Park – Court Improvements.
20. Southside Park – Court Improvements.
21. Riverside Park – Court Improvements.
22. Henderson Park - Court Improvements
23. Belafonte Tacolcy Park – Court Improvements.
24. Triangle Park – Court Improvements.
25. Sewell Park – Steel Picket Fence Project.
26. J. Pablo Duarte Park – Site Furnishings.
27. J. Pablo Duarte Park – Walkways.
28. Westend Park – Playground & Site Furnishings.
29. African Square Park – Playground Equipment.
30. Eaton Park – Project rescinded per community's request.
31. Hadley Park – Score Board.
32. Gibson Park Youth Center Hurricane Shutters.

Ed Blanco - Parks & Recreation Dept. - reported on Items 13 through 32.

Five projects were completed, including African Square Park Court Improvements, Southside Park Court Improvements, Riverside Park Court Improvements, Triangle Park Court Improvements and Hadley Park Score Board.

Eight projects are works in progress, including Athalie Range Park Court Improvements, Henry Reeves Park Court Improvements, Henry Reeves Park Playground Equipment, Henderson Park Court Improvements, Juan Pablo Duarte Park Site Furnishings, Juan Pablo Duarte Park Walkways, Westend Park Playground & Site Furnishings and African Square Park Playground Equipment.

Two projects were rescheduled -- Belafonte Tacolcy Park Court Improvements and Sewell Park Steel Picket Fence Project.

Two late-starting projects -- Lemon City Park Grant and Gibson Park Youth Center Hurricane Shutters.

Three cancelled projects -- Eaton Park Playground Equipment (Project rescinded per community's request), Shenandoah Park Court Improvements and the Parks Master Plan.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: ATHALIE RANGE PARK - PLAYGROUND SHADE
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? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$33,000 (\$1,350,000 total allocated, remaining balance \$1,262,000)
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Parks Improvements
ACCOUNT CODE(S): CIP # 331419
If grant funded, is there a City match requirement? [] YES [] NO
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Ed Blanco 305.416.1253
DESCRIPTION OF PROJECT: Furnish all materials, labor, and equipment, necessary to complete installation of a 60ft x 60ft shade structure with a 10ft entry height shade structure, large enough to cover the existing play structure and new spring riders. Permits and inspections are included in cost. Vendor Leadex Corporation (lowest bidder). The cost estimate is based on Dade County Bid # 4907-2/03-1.

ADA Compliant? [] YES [] NO [] N/A
Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 2/24/04
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 9/11/03
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

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

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

6. COMMENTS:
APPROVAL: [Signature] DATE: 2/24/04
BOND OVERSIGHT BOARD

MOVED: M. REYES
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY; R. VANGATES

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

- Playground Shade and Equipment at Athalie Range Park.

Total dollar amount: \$33,000-Playground shade;
\$52,000-Playground equipment
Source of funds: Homeland Defense/Neighborhood Park
Improvements and Acquisitions
Report by: Ed Blanco - Parks & Recreation
Date approved by Audit Subcommittee: February 18, 2004

Scope of work re playground shade includes furnishing of all materials, labor and equipment necessary to complete installation of a 60'-by-60' shade structure with a 10' entry height shade structure large enough to cover the existing play structure and new spring riders. Shade structures are needed at the park, as well as purchase of playground equipment. Permits and inspections are included in the cost.

Scope of work re playground equipment includes furnishing of all materials, labor and equipment necessary to complete installation of temporary fence around construction area; spring see-saw; parcourse joint fitness center; GT stock spring rider; Clifford the Dog spring rider; mini-bike spring rider; single post two-belt swing; three deluxe six-foot benches with intermediate armrests; pour-in-place safety surfacing on existing slab; complete volleyball.

HD/NIB MOTION 04-14

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE ATHALIE RANGE PARK-PLAYGROUND EQUIPMENT PROJECT AND THE ATHALIE RANGE PARK-PLAYGROUND SHADE PROJECT; FURTHER RECOMMENDING THAT \$52,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITION FUNDS BE ALLOCATED TO THE ATHALIE RANGE PARK-PLAYGROUND EQUIPMENT PROJECT AND THAT \$33,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITION FUNDS BE ALLOCATED TO THE ATHALIE RANGE PARK-PLAYGROUND SHADE PROJECT.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: WEST BUENA VISTA PARK - PLAYGROUND EQUIPMENT
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? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$30,000 (\$30,000 total allocated)
SOURCE OF FUNDS: HDNI Donds - Neighborhood Parks Improvements
ACCOUNT CODE(S): CIP # 331419

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

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Ed Blanco 305.416.1253

DESCRIPTION OF PROJECT: Vendor Hunter Knepschild Company (lowest bidder). The cost estimate is based on Dade County Bid # 4907-2/03-1; City Resolution # 03-934. Install curved balance beam, 6-way spring saw, triple slide, in-ground benches with back and center arm, in-ground round tables, trash receptacles, flat top gallon receptacle, trash liners, hexagon benches, stand alone climber, excavate new area, demolish existing plastic border, install concrete curb, trap sand, and project sign.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 2/24/04
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 9/11/03
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

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

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

6. COMMENTS: Park is finished.

APPROVAL: Robert O. Fland DATE: 2/24/04
BOND OVERSIGHT BOARD

MOVED: M. REYES
SECONDED: J. REYES
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.

- **Playground Equipment at West Buena Vista Park.**

Total dollar amount: \$30,000
Source of funds: Homeland Defense/Neighborhood Park
Improvements & Acquisitions
Report by: Ed Blanco - Parks & Recreation
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes installation of curved balance beam, six-way spring saw, triple slide, in-ground benches with back and center arm, in-ground round tables, trash receptacles, flat top gallon receptacle, trash liners, hexagon benches, stand alone climber, excavation of new area, demolition of existing plastic border; installation of concrete curb, trap, sand and project sign. \$30,000 is being requested for playground equipment, which is also part of the scope of this project.

HD/NIB MOTION 04-16

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE WEST BUENA VISTA PARK-PLAYGROUND EQUIPMENT PROJECT; FURTHER RECOMMENDING THAT \$30,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: L. de ROSA
SECONDED: M. REYES
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.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 2/24/04 DISTRICT: 1
NAME OF PROJECT: MOORE PARK - SHADE STRUCTURE
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? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$ 80,000 (\$1,350,000 allocated; estimated current balance is \$425,032)
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: Engineer and design shade structure, install cantilever shade units, and site preparation. Cost includes permitting. The cost estimate is based on Dade County Bid # 4907-2/03-1; City Resolution # 03-934.

ADA Compliant? [] YES [] NO [] N/A
Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 2/24/04
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 9/11/03
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

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

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

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

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

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

6. COMMENTS:
APPROVAL: [Signature] DATE: 2/24/04
BOND OVERSIGHT BOARD

- Shade Structure at Moore Park.

Total dollar amount: \$80,000
Source of funds: Homeland Defense/Parks & Recreation
Report by: Ed Blanco - Parks & Recreation Dept.
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes engineer and design of shade structure, installation of cantilever shade units and site preparation.

HD/NIB MOTION 04-17

A MOTION TO ADOPT THE RECOMMENDED APPROVAL OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE MOORE PARK-SHADE STRUCTURE PROJECT; FURTHER RECOMMENDING THAT \$80,000 OF HD/NIB-PARKS & RECREATION FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: L. de ROSA
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.

- Pool Building Floors at Hadley Park.

Total dollar amount: \$36,000
Source of funds: Homeland Defense/Neighborhood Park Improvements & Acquisitions
Report by: Ed Blanco - Parks & Recreation
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes furnishing of all labor and materials to prepare epoxy flooring and to install seamless epoxy floors in both the women's and men's locker rooms and the exercise room. Mr. Blanco provided samples of the flooring material to be used on this project. Hadley Pool is one of the two City pools that are used year-round.