MEMORANDUM

MIAMI-DADE COUNTY

Date: July 10, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(M)3(B)

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation for Park Trail Improvements,
Project No: E05-PARK-01; Contract No: 999999-05-002-2

This item is being substituted to clarify that the award amount is $1,444,751 for Kimley-Horn and Associates, Inc., as amended during the March 12, 2007 Recreation and Cultural Affairs Committee meeting.

Recommendation

This Recommendation for Award for PSA contract number 999999-05-002-2 between Kimley-Horn and Associates, Inc. and Miami-Dade County has been prepared by the Park and Recreation Department and is recommended for approval.

Scope

PROJECT NAME: Park Trail Improvements

PROJECT NO: E05-PARK-01 GOB

CONTRACT NO: 999999-05-002-2

PROJECT DESCRIPTION: Planning, design, permitting, and construction administration services for implementing various Park and Recreation Department and other segments of the Countywide North Miami-Dade and South Miami-Dade Trails greenway network and support amenities at trailheads.

Planning Activities: Trail master planning, organizing and facilitating community workshops and stakeholder meetings, multi-agency coordination, project implementation planning, acquisition analysis, right-of-way acquisition and use agreement, traffic studies, permitting, maintenance and management planning.

Design, Permitting, and Construction Administration: Complete schematic to construction documents for various trails and trailheads identified in both the South Miami-Dade and North Miami-Dade Greenway Plans, as well as spur trails and trailheads located on adjacent park properties. Development on and adjacent to trailheads, includes but is not limited to: site work; paved and unpaved trail surfaces; signage; road crossing signalization; information kiosks; pedestrian, bicycle, and equestrian bridges; shelters and site furnishings; landscaping; lighting; restrooms; utilities; parking; right-of way planning, analysis, and acquisition. This project consists of three (3) PSA Agreements at $1,294,000 each.

PROJECT LOCATION: North Miami-Dade Greenways, South Miami-Dade Greenways, Ludlam / Florida East Coast Railroad right-of-way, bike paths adjacent to SFWMD canals, and greenways park trailheads.

PROJECT SITES:	LOCATION	DIST	ESTIMATE	T-S-R
	Greenways and Trails, District 1	1	$116,666.67	0 -0 -0
	Greenways and Trails, District 6	6	$166,666.67	0 -0 -0
	Greenways and Trails, District 8	8	$245,666.67	0 -0 -0
	Three pedestrian/bicycle bridges in Miami-Dade County	30	$98,333.33	0 -0 -0
	Bike Path Construction on Ludlam Avenue	30	$166,666.67	0 -0 -0
	South Dade Greenways	30	$230,417.67	0 -0 -0
	#71143- Various BCC 11	11	$8,333.33	0 -0 -0
	#71144- Various BCC 12	12	$16,666.66	0 -0 -0
	#70409- Various BCC 8	8	$13,333.33	0 -0 -0
	Greenways and Trails, District 7	7	$53,333.33	0 -0 -0
	#71141- From Dadeland North Station to SW 40 St.	7	$26,666.67	0 -0 -0
	#70619- From SW 40 St. to NW 12 St.	6	$26,666.67	0 -0 -0
	#70404- SW 117 Ave from SW 16 St. to SW 107 Ave at SW 79 St.	30	$16,666.66	0 -0 -0
	#71136- I-95 and Snake Creek Canal (east)	4	$16,666.67	0 -0 -0
	#70402- I-95 and Snake Creek Canal (west)	1	$16,666.67	0 -0 -0
	#70359- North Dade Greenway	1	$51,333.33	0 -0 -0
	#70362- South Dade Greenway	8	$110,000.00	0 -0 -0
	#70361- South Dade Greenway	7	$32,000.00	0 -0 -0
	#70360- North Dade Greenway	6	$32,000.00	0 -0 -0
		Total:	$1,444,751.00	

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E05-PARK-01 GOB

USING DEPARTMENT: Park and Recreation Department

MANAGING DEPARTMENT: Park and Recreation Department

Fiscal Impact / Funding Source

FUNDING SOURCE: Building Better Communities (GOB) Bonds, Capital Outlay Reserve Funds (CORF), and Florida Department of Transportation (FDOT) Funds

PTP FUNDING: No

GOB FUNDING: Yes

GOB PROJECTS:

GOB PROJECT / DESCRIPTION	GOB ALLOCATION
145-GOB - Bike Path Improvements along South Florida Water Management District (SFWMD) Canals	$38,333.33
140-GOB - New Bike Trail on Snake Creek Bridge over Interstate I-95	$33,333.33
144-GOB - Ludlam Bike Trail	$53,333.33
141-GOB - Bike Path Improvements on ~~Snapper Creek Trail~~	$16,666.66
51-GOB - South Dade and North Dade Greenway and Trail	$225,333.35
Project Totals	$367,000.00

CAPITAL BUDGET PROJECTS:

BUDGET PROJECT / DESCRIPTION	AWARD ESTIMATE
Book Page: - Funding Year: Resolution R-250-05, South Miami-Dade Greenways	$344,400.00
Book Page: - Funding Year: Resolution R-856-05, Black Creek Trail (South Miami-Dade Greenway)	$60,000.00
Book Page: - Funding Year: Resolution R-1445-04, Greenway Signage Project	$30,000.00
Book Page: - Funding Year: Resolution R-1446-04, Ludlam Trail Acquisition Analysis	$166,666.67
Book Page: - Funding Year: Resolution R-133-05, Three Bridges Project	$63,333.33
Book Page: - Bike Path Improvements Along South Florida Water Management District (SFWMD) Canals. Funding Year: Per e-mail from OSBM, this	$38,333.34

project will be included in the FY 2007-08 Proposed Capital Budget and Multi-Year Capital Plan.	
Book Page: - Bike Path Improvements On Snapper Creek. Funding Year: Per e-mail from OSBM, this project will be included in the FY 2007-08 Proposed Capital Budget and Multi-Year Capital Plan.	$16,666.67
Book Page: - New Bike Trail On Snake Creek Bridge Over I-95. Funding Year: Per e-mail from OSBM, this project will be included in the FY 2007-08 Proposed Capital Budget and Multi-Year Capital Plan.	$33,333.34
932610- Greenways And Trails - Commission District 01 - Building Better Communities Bond Program, Book Page: 196, Funding Year: Prior Years and Future GOB Funding	$116,666.67
~~937230- Greenways And Trails - Commission District 06 - Building Better Communities Bond Program, Book Page: 197, Funding Year: Prior Years~~	~~$166,666.66~~
933200- Greenways And Trails - Commission District 07 - Building Better Communities Bond Program, Book Page: 197, Funding Year: Future GOB Funding	$53,333.33
936760- Greenways And Trails - Commission District 08 - Building Better Communities Bond Program, Book Page: 198, Funding Year: FY 2006-07 and Prior Years	$245,666.66
Book Page: - Bikepath Construction On Ludlam Avenue. Funding Year: Per e-mail from OSBM, this project will be included in the FY 2007-08 Proposed Capital Budget and Multi-Year Capital Plan.	$53,333.33
933030 - Three Bridges Greenway Project Book Page: 199 Funding Year: Prior Years	$56,351.00
Project Totals:	$1,444,751.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	TYPE	CODE	DESCRIPTION
	Prime	16.00	General Civil Engineering
	Other	1.01	Transportation Planning – Urban Area And Regional Transportation Planning
	Other	3.03	Highway Systems – Bridge Design
	Other	3.04	Highway Systems – Traffic Engineering Studies
	Other	3.11	Highway Systems - Signalization
	Other	9.02	Soils, Foundations, and materials Testing – Geotechnical and Materials Engineering Services
	Other	11.00	General Structural Engineering
	Other	12.00	General Mechanical Engineering
	Other	13.00	General Electrical Engineering
	Other	14.00	Architecture
	Other	15.01	Surveying And Mapping – Land Surveying
	Other	17.00	Engineering Construction Management
	Other	20.00	Landscape Architecture
	Other	21.00	Land Use Planning

NTPC'S DOWNLOADED: 100

PROPOSALS RECEIVED: 11

CONTRACT PERIOD: 2,920 Days. The term of this Agreement shall start upon execution by the parties hereto and extend for 2,920 days from the effective date of this Agreement or until completion of the warranty period, whichever occurs first. This PSA is not for the design only; it also includes the permitting, construction oversight, closeout and one-year warranty on construction phases.

CONTINGENCY PERIOD: 292 Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: $3,882,000 Three (3) PSA contracts at $1,294,000 each.

BASE CONTRACT AMOUNT:	$1,294,000	One PSA Contract to Kimley-Horn and Associates, Inc.		
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI-DADE COUNTY CODE):	**TYPE** PSA	**PERCENT** 10%	**AMOUNT** $129,400	**COMMENT**
ART IN PUBLIC PLACES:	$21,351	1.50%		
TOTAL DEDICATED ALLOWANCE:	$21,351			
TOTAL AMOUNT:	$1,444,751			

Track Record / Monitor

EXPLANATION:	Kimley-Horn and Associates, Inc., record is an overall performance average of 4.0 out of 4.0.
SUBMITTAL DATE:	7/7/2006
ESTIMATED NOTICE TO PROCEED:	5/15/2007
PRIME CONSULTANT:	Kimley-Horn and Associates, Inc.
COMPANY PRINCIPAL:	Stewart Robertson, P.E.
COMPANY QUALIFIERS:	Stewart Robertson, P.E.
COMPANY EMAIL ADDRESS:	stewart.robertson@kimley-horn
COMPANY STREET ADDRESS:	1691 Michigan Avenue, Suite 400
COMPANY CITY-STATE-ZIP:	Miami Beach, FL 33139
YEARS IN BUSINESS:	40
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	8 contracts for $8,216,606
SUBCONSULTANTS:	Geosol,Inc.; Louis J. Aguirre & Associates, P.A.; MC Harry Associates; Robayna and Associates, Inc.; CMA Enterprise, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 3/29/2006 **SIGNOFF DATE:** 3/29/2006

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**MEASURE**	**GOAL**	**COMMENT**
	CBE	20.00%	
	CWF	0.00%	Not Applicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME/PHONE/EMAIL: John Gouthro 305-755-7868 Gouthro@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: David Livingstone 305-755-7824 dcl@miamidade.gov

Background

BACKGROUND: This project is for planning, design, permitting, and construction administration services for implementing various Park and Recreation Department and other segments of the countywide North Miami-Dade and South Miami-Dade trails greenway network and support amenities at trailheads.

BUDGET APPROVAL FUNDS AVAILABLE: DPA 5-6-07

OSBM DIRECTOR 5-7-07 **DATE**

APPROVED AS TO LEGAL SUFFICIENCY:

COUNTY ATTORNEY 5/14/7 **DATE**

ASSISTANT COUNTY MANAGER 5/23/07 **DATE**

ATTACHMENT A

DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

Project/Contract Title: PARK TRAIL IMPROVEMENTS (SIC 871)
RC Date: 03/29/2006
Project/Contract No: E05-PARK-01
Funding Source:
Item No: 1-01
Department: PARKS & RECREATION
GOB
Estimated Cost of Project/Bid: $4,334,253.00
Resubmittal Date(s):
Description of Project/Bid: TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES FOR THREE (3) FULL SERVICE PROJECT SPECIFIC ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENTS (PSA). THESE SERVICES ARE REQUIRED FOR PLANNING, DESIGN, PERMITTING AND CONSTRUCTION ADMINISTRATION FOR THE PARK TRAIL IMPROVEMENTS, AND WILL ALSO ASSIST THE DEPARTMENT IN IMPLEMENTING THE COUNTYWIDE (NORTH AND SOUTH MIAMI-DADE) TRAILS GREENWAY NETWORK AND SUPPORT AMENITIES AT TRAILHEADS.

Contract Measure Recommendation

Measure	Program	Goal Percent
Goal	CBE	20.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

Funding Sources: General Obligation Bonds, MDPR Capital Outlay Reserve Funds (CORF), and Florida Department of Transportation Funds (Awarded to MDPR from FDOT's Local Agency Program "LAP")

Project consist of three (3) agreements @ $1,444,751.00 each (totaling $4,334,253.00)

The 20% CBE goal applies to all three (3) agreements.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	CBE	$43,342.53	1.00%	25
GENERAL ELECTRICAL ENGINEERING	CBE	$43,342.53	1.00%	24
ARCHITECTURE	CBE	$650,137.95	15.00%	38
HIGHWAY SYSTEMS-SIGNALIZATION	CBE	$130,027.59	3.00%	21
	Total	$866,850.60	20.00%	

Living Wages: YES [ ] NO [X]
Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 20% **Bid Preference** _____

% Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — 3.20.06 Date — County Manager — 3/29/06 Date

DBD\Forms\ 2005\07\8

ATTACHMENT B

Memorandum

MIAMI-DADE COUNTY

Date: August 23, 2006

To: Roger Hernstadt, Director
Office of Capital Improvements

From: Marsha E. Jackman, Director
Department of Business Development

Subject: CBE Compliance Review
Project No. E05-PARK-01
Park Trail Improvements

The Department of Business Development (DBD) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE) Program for Architectural and Engineering Services. The contract measure established for this project is a 20% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Kimley-Horn and Associates, Inc. (#1), URS Corporation Southern (#2), Marlin Engineering, Inc. (#4), and Post, Buckley, Schuh, & Jernigan, Inc. (#5) for compliance review.

Kimley-Horn and Associates, Inc. (#1) submitted the required Schedule of Participation that listed CBE sub-consultants Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 3%, Louis J. Aguirre & Associates, P.A. to perform General Mechanical Engineering and General Electrical Engineering at 5%, M.C. Harry and Associates, Inc. to perform Architecture at 7%, and Robayna and Associates, Inc. to perform Surveying and Mapping – Land Surveying and Engineering Construction Management at 10%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Kimley-Horn and Associates, Inc. is in compliance with the CBE Participation Provisions.

URS Corporation Southern (#2) submitted the required Schedule of Participation that listed CBE sub-consultants Curtis & Rogers Design Studio, Inc. to perform Landscape Architecture at 15%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping – Land Surveying at 5%, and Kaderabek Company to perform Geotechnical and Materials Engineering Services at 3%. The Letters of Intent submitted were in agreement with the Schedule of Participation. URS Corporation Southern is in compliance with the CBE Participation Provisions.

Marlin Engineering, Inc. (#4) submitted the required Schedule of Participation that listed CBE sub-consultants Geosol, Inc. to perform Geotechnical and Materials Engineering Services at 5%, Triangle Associates, Inc. to perform General Structural Engineering at 7.5%, and M.E.P. Engineering, Corporation to perform General Mechanical Engineering and General Electrical Engineering also at 7.5%. The Schedule of Participation also listed the following Non-CBEs (who are not being utilized to meet the goal): Rosenberg Gardner Design, ACAI Associates, Inc., Consulting Engineering & Science, Inc., Glassland Acquisition Service Specialists, and Miller Legg Associates, Inc. The Letters of Intent submitted were in agreement with the Schedule of Participation. Marlin Engineering, Inc. is in compliance with the CBE Participation Provisions.

Post, Buckley, Schuh, & Jernigan, Inc. (#5) submitted the required Schedule of Participation that listed CBE sub-consultants Rodolfo Ibarra, P.E., P.A. to perform General Civil Engineering and Engineering Construction Management at 8%, Kaderabek Company to perform Geotechnical and Materials Engineering Services at 4%, and Hadonne Corporation to perform Surveying and Mapping – Land Surveying at 8%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Post, Buckley, Schuh, & Jernigan, Inc. is in compliance with the CBE Participation Provisions.

Please note that DBD staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Luisa Millan-Donovan, OCI
Patricia Thomas, DBD
Jeboria Stanley, DBD
File

DEPARTMENT OF
BUSINESS DEVELOPMENT

A&E Firm History Report

From: 02/01/2002 To: 02/07/2007

ATTACHMENT B

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
9130 S Dadeland Blvd, Suite 102
Miami, FL 33156-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REQ TO DATE REPORTED	SUBCONTRACTORS
E02-MPO-01 GENERAL TRANSPORTATION PLANNING CONSULTANT SERVICES	1	MP	GOAL DBE 10%	03/13/2003	$210,000 $210,000	$0	$0	* CMA ENTERPRISE INCORPORATED - $0.00 * OMNI CONSULTING SERVICES - $0.00
E02-MDAD-04 A/E SERVICES - MIA AIRFIELD SECURITY (SIC 871)	1	AV	GOAL DBE 18%	05/11/2004	$2,005,000 $2,005,000	$0	$0	* CIVIL WORKS, INC. - $0.00 * GARTEK ENGINEERING CORPORATION - $0.00 * WILLIAM A. BERRY & ASSOCIATES, INC. - $0.00
E04-WASD-01 DESIGN OF 72-INCH RAW WATER MAIN	1	WS	GOAL CBE 35%	02/17/2005	$1,387,500 $1,387,500	$0 11/29/2006	$0	* CES CONSULTANTS, INC. - $0.00 * CIVIL WORKS, INC. - $0.00 * DR. G. SAUER CORPORATION - $0.00 * GEOSOL, INC. - $0.00 * ROBAYNA AND ASSOCIATES, INC. - $0.00
E04-SEA-01 SECURITY AND COMMUNICATIONS FOR THE PORT OF MIAMI (SIC 871)	1	SP	NO MEASURE CBE	06/17/2005	$2,522,727 $2,522,727	$0 11/29/2006	$0	
E05-PW-03 PTP SW 216TH STREET FROM FLORIDA TURNPIKE TO SW 127TH AVENUE (SIC 871)	1	PW	GOAL CBE 25%	05/09/2006	$441,379 $441,379	$0	$0	* MILIAN, SWAIN & ASSOCIATES, INC. - $0.00

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DEPARTMENT OF
BUSINESS DEVELOPMENT

A&E Firm History Report

From: 02/01/2002 To: 02/07/2007

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
9130 S Dadeland Blvd, Suite 102
Miami, FL 33156-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E05-WASD-13, GOB NW 37TH AVENUE WATER AND SEWER IMPROVEMENTS (SIC 871)	1	WS	GOAL CBE 30%	11/13/2006	$1,650,000	$0 11/29/2006	$0		* ARCHITECTS INTERNATIONAL, INC. - $0.00 * CIVIL WORKS, INC. - $0.00 * GEOSOL, INC. - $0.00 * ROBAYNA AND ASSOCIATES, INC. - $0.00 * VITAL ENGINEERING, INC. - $0.00
					$1,650,000				

Total Award Amount	$8,216,606
Total Change Orders Approved by BCC	$0
	$8,216,606
Total Change Orders Approved After Requested Date Range	$0
Total Change Orders Pending	$0
	$8,216,606

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DEPARTMENT OF
BUSINESS DEVELOPMENT

A&E Firm History Report

From: 02/01/2002 To: 02/07/2007

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
9130 S Dadeland Blvd, Suite 102
Miami, FL 33156-0000

SUBCONTRACTORS

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	SUBCONT AMOUNT	PAID TO SUB	PERIOD ENDING	PRIMES	AWARD AMOUNT	PAID TO PRIME	REQ TO DATE
E03-MDT-03R PTP (TR04-SDC SOUTH DADE CORRIDOR ALTERNATIVE ANALYSI (AA)(SIC 871)	1	MT	GOAL - DBE DBE 15%	10/12/2004	$0	$276,941.23		THE CORRADINO GROUP, INC.	$1,500,000	$0	$0
									$1,500,000		
A02-MDAD-02/H010A SOUTH TERMINAL SUPPLEMENTAL A/E SERVICES-TERMINAL (SIC 871)	1	AV-STP	GOAL CBE 24%	11/04/2003	$0	$49,242.60		PEREZ & PEREZ ARCHITECTS PLANNERS, INC.	$5,062,500	$0	$0
Change Order # 1	MAY-03-05								$2,531,250		
Change Order # 2	JUL-06-06								$1,428,750		
Change Order # 3									$3,508,750		
									$12,531,250		

Total Subcontractor Amount $0

13

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

ATTACHMENT C

Memorandum

MIAMI-DADE COUNTY

Date: September 6, 2006

To: George M. Burgess
County Manager

From: Amado Gonzalez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Park and Recreation Department
Park Trail Improvements
OCI Project No. E05-PARK-01 GOB

The Competitive Selection Committee has completed the evaluation of proposals submitted in response to the above referenced OCI Project No. following the guidelines published in the Notice to Professional Consultants (NTPC).

OCI Project No.: E05-PARK-01 GOB

Project Title: Park Trail Improvements

Scope of Services: The scope of services consists of architectural and engineering services, which will include but not be limited to, planning, design, permitting, and construction administration services, for the implementation of various greenway network and support amenities at trailheads for the North Miami Dade and South Miami Dade areas.

Planning Activities include trail master planning, organizing and facilitating community workshops and stakeholder meetings, multi-agency coordination, project implementation planning, acquisition analysis, right-of-way acquisition and use agreement, traffic studies, permitting, maintenance and management planning.

Design, Permitting, and Construction Administration include schematic, design development, construction documents and construction administration services for various trails and trailheads identified in both the South Miami-Dade and North Miami-Dade Greenway Plans, as well as spur trails and trailheads located on adjacent park properties. Development on and adjacent to trailheads, includes but is not limited to: site work; paved and unpaved trail surfaces; signage; road crossing signalization; information kiosks; pedestrian, bicycle, and equestrian bridges; shelters and site furnishings; landscaping; lighting; restrooms; utilities; parking; right-of-way planning, analysis, and acquisition.

Term of contract: Three (3) consultants will be retained under a non-exclusive professional services agreement (PSA) with an effective term of eight (8) years, or until completion of the warranty period, whichever occurs first.

Review Committee: Review Committee recommended twenty (20%) percent Community Business Enterprise (CBE) goal on March 29, 2006, for each project.

Date of County Manager's approval to advertise/initiate: June 7, 2006

Number of proposals received: Eleven (11)

Name of Proposers: Please refer to the attached List of Respondents (LOR).

First-Tier Results: See attached First-Tier Final Ranking Report

Second-Tier Results: Not applicable. Based on their professional expertise, the Competitive Selection Committee determined that the information provided in the proposals is sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed below:

1. Maggie Tawil, MDPR
2. Jorge L. Mora, MDPR
3. Zafar Ahmed, CED

Request for authorization to enter negotiations:
Pursuant to the above captioned code, it is hereby requested that the County Manager approve the selection of the following consulting firms, in the following order of preference, for negotiations:

~~RANKING OF RESPONDENTS~~
SELECTION FOR PSA NEGOTIATION
THREE (3) AGREEMENTS with 20% CBE GOALS (EACH)

1. URS Corporation Southern
2. Kimley-Horn and Associates, Inc.
3. Marlin Engineering, Inc.

The following teams of firms are the alternates:

1. Post, Buckley, Schuh & Jernigan, Inc.

2. Carter & Burgess, Inc.

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners as an attachment to the County Manager's memorandum to the Board:

1. A general description of the project(s).
2. The total cost of the project and source of funding.
3. A brief description of the selection process.
4. All consultant fees and how compensation amounts were computed.
5. Estimated project timetables, including the project completion date.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Authorization to negotiate is:

Approved Date

Not Approved Date

Attachments:
1. List of Respondents
2. First-Tier Final Ranking Report

c: Clerk of the Board of County Commissioners
Alex Munoz, Assistant County Manager
Vivian Donnell-Rodriguez, Director, Park and Recreation Department
Competitive Selection Committee

ag: P:\PSA\ENGINEERING PROJECTS\2005 Engineering Projects\E05-PARK-01\Negotiations\Sub-Folder Negotiations\Negotiations Authorization Memo -9-5-06.doc

PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI DADE COUNTY, FLORIDA AND CONSULTANT FOR PROFESSIONAL SERVICES

WHEREAS, The County has selected the Consultant in accordance with Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act) and in accordance with Section 2-10.4, Code of Miami-Dade County and

WHEREAS, this Agreement has been entered into this_____day of_____ in the year two thousand and six, BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County" or "Owner" and Consultant, **Kimley-Horn and Associates, Inc.**, hereinafter called the Consultant, for the following Project:

Professional Services Agreement For Park Trail Improvements Project No. E05-PARK-01, GOB

(999999-05-002-2)

The County and the Consultant agree as follows:

ARTICLE 1 - DEFINITIONS

1.01) BASIC SERVICES: Those professional services defined in Section 2.01.

1.02) ADDITIONAL SERVICES: Those professional services defined in Section 2.02.

1.03) BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the Owner.

1.04) CONSULTANT: The Architect/Engineer who has entered into a contract with the Owner to provide professional services under this Agreement. The Consultant shall act as the Owner's representative during the Construction Phase of the project, inclusive of the Warranty Phase.

1.05) CONTRACTOR: The firm who has entered into a Contract with the Owner for the construction of County facilities and incidentals thereto.

1.06) OWNER: Miami-Dade County, a political subdivision of the State of Florida.

1.07) PROJECT: The construction and all services and incidentals thereto of the scope of work as contemplated and budgeted by the Owner, and listed in this Agreement.

1.08) SERVICE ORDER: A document issued by the Owner to the Consultant authorizing the performance of specific professional services, stating the scope of the work, the time for completion and amount of the fee authorized for such services. In case of emergency, the

Director reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter.

1.09) USING AGENCY: Miami-Dade Park and Recreation Department hereinafter referred to as the "Department". The Department's Director or her designee shall act on behalf of the Owner on all matters pertaining to this Agreement.

1.10) SCOPE OF WORK: The scope of services consists of architectural and engineering services, which will include but not be limited to, planning, design, permitting, and construction administration services, for the implementation of various greenway network and support amenities at trailheads for the North Miami Dade and South Miami Dade areas.

Planning Activities include trail master planning, organizing and facilitating community workshops and stakeholder meetings, multi-agency coordination, project implementation planning, acquisition analysis, right-of-way acquisition land use agreement, traffic studies, permitting, maintenance and management planning.

Design, Permitting, and Construction Administration include schematic, design development, construction documents and construction administration services for various trails and trailheads identified in both the South Miami-Dade and North Miami-Dade Greenway Plans, as well as spur trails and trailheads located on adjacent park properties. Development on and adjacent to trailheads, includes but is not limited to: site work; paved and unpaved trail surfaces; signage; road crossing signalization; information kiosks; pedestrian, bicycle, and equestrian bridges; shelters and site furnishings; landscaping; lighting; restrooms; utilities; parking; right-of-way planning, analysis, and acquisition.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

2.01) BASIC SERVICES: The Consultant agrees to provide complete professional architectural and engineering services for the five Phases enumerated herein, including all civil engineering, structural engineering, architectural, mechanical/plumbing engineering, electrical engineering and landscape design services required for the Project. The drawings shall be produced by Computer Aided Design (CADD) in a version acceptable by the Owner. These services are hereinafter referred to as "Basic Services". The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend. When a set of documents is referred to hereunder, it shall mean a bound set of all documents which are 24" X 36" or smaller.

If required, the Consultant shall provide all necessary coordination and review of the analysis to comply with Ordinance 94-73 – Value Analysis and Life Cycle Costing as

part of his Basic Services. The Consultant shall incorporate all Owner approved Value Analysis and Life Cycle Costing recommendations at the end of the Design Development Phase as part of their Basic Services.

If a Construction Manager at Risk is assigned by the Owner to the Project, the Consultant shall as part of his/her Basic Services, coordinate with the Construction Manager through phases I, II and III of the Project at no additional cost to the Owner to ensure that the Owner-approved Construction Manager comments and suggestions are incorporated.

Basic Services shall include forty (40) hours for coordination with the selected artist and meetings with the Department of Art in Public Places, Section 2-11.15 of the Code – Art in Public Places is applicable to the assigned project (See Article 8.09.G.)

2.01.A) Phase I - Programming and Schematic Design:

2.01.A.1) Upon receipt of an authorization to proceed from the Owner, the Consultant and his/her Sub-Consultants shall visit the site to verify all existing conditions. The Consultant and his/her Sub-Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required to verify the adequacy and conditions of existing systems; utilities; etc; on which the design intent is based. The Consultant shall timely indicate/recommend to the Owner what (if any) additional testing and/or verification process(es) is/are needed to reasonably determine that the existing conditions (i.e. electrical; mechanical; plumbing; structural systems; and others) can be relied upon for the successful completion of the scope of the work. The Consultant shall confer with representatives of the Owner to establish a Program consisting of a detailed listing of all functions, spaces and elements together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programming elements.

2.01.A.2) The Consultant shall prepare and present in writing, and if an oral presentation, for approval by the Owner, a Design Concept and Schematics Report, comprising Schematic Design Studies, a Project Development Schedule and a statement of Probable Construction Costs as defined below:

2.01.A.2A) The Schematic Design Studies shall consist of site plans, floor plans, elevations, sections and all other elements required to show the scale and relationship of the components and design concepts of the whole. Site plans

shall include a zoning analysis and identification of any special site or environmental requirements affecting the site. The floor plans may be single line diagrams.

2.01.A.2B) A simple perspective rendering or sketch, model or photograph thereof shall be provided if requested by the Owner to further show the design concept. Studies shall include a general description of the major components (civil, structural, mechanical and electrical systems) of the Project.

2.01.A.2C) The Project Development Schedule shall show the proposed completion date of each Phase of the Project: (1) Design Development; (2) Construction Documents Development; (3) Bidding and Award of Contract; and (4) Construction. The Consultant shall be held directly responsible for adhering to the Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Sections 8.04.C).

2.01.A.2C.1) Each time any portion of the Project Development Schedule is not met through no fault of the Owner, and/or a required submittal is incomplete the Consultant must submit an Updated Project Development Schedule in accordance with the requirements of 2.01.A.2B above within seven (7) calendar days. Said Development Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and proposal for recovering lost time. When delays are Owner-caused, the Consultant shall so state. The Owner must approve all updated Project Development Schedules.

2.01.A.2D) The Statement of Probable Construction Costs shall include a detailed breakdown of the estimated cost of the building(s), including fixed equipment, site improvements, professional fees, construction contingency allowance, movable equipment (as applicable), utility service extensions and funding allocation evaluation comprising a brief description of the basis for estimated costs. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 16 Divisions. Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Cost or scope

reduction recommendations must be included with the submittal at no additional cost to the Owner if necessary to meet the Project's allocated budget. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project. Said portions of the Code include, but are not limited to (Refer to Section 8.09.B):

Section 2-11.16 - Responsible Wages and Benefits;

Section 2-10.76 - Inspector General

Section 2-11.15 - Art in Public Places.

2.01.A.2E) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the owner.

2.01.A.3) The Consultant shall submit eight (8) copies of documents required under this Phase, without additional charge as part of basic services, for review and approval by the Owner. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

2.01.B) Phase II - Design Development

2.01.B.1) Upon receipt of an authorization to proceed from the Owner, and based on the approved Programming and Schematic Design documents, the Consultant shall prepare for approval by the Owner and present in writing and, if requested by the Owner, at an oral presentation, the following: Design Development Documents, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below:

2.01.B.1A) The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, sections, etc.),

outline specifications, and other documents that delineate and describe the character of the entire Project with respect to architectural design; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes and other items incidental thereto as may be appropriate and applicable. Consultant's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the Owner) of Phase II documents, to explain the design concept of their systems.

2.01.B.1B) An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.A.2B).

2.01.B.1C) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.2D). An authorization to proceed with Phase III will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.B.1C.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.

2.01.B.2) The Consultant shall submit eight (8) copies of documents required under this Phase, without additional charge as part of basic services, for review and approval by the Owner.. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

2.01.B.3) The Consultant shall return to the Owner review (check) sets of documents from the Schematic Design Phase submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01.C) Phase III - Construction Documents Development

2.01.C.1) Upon receipt of an authorization to proceed from the Owner the Consultant and his/her Sub-Consultants shall visit the site once again to confirm if there have been any changes to the existing site conditions. The Consultant shall promptly inform the Owner of any changes that could require restoring site to previous existing conditions, or that shall require the Consultant and his/her Sub-Consultants to modify the plans and drawings to adjust to newly encountered conditions. The Consultant shall, based on the approved Design Development Documents and this subsequent site visit, prepare the Final Construction Documents setting forth in detail the requirements for the construction of the Project, including the Proposal-Agreement (Bid) form, Conditions of the Contract with all necessary information for the bidders, complete drawings and the Project Manual. The Consultant is responsible for complete coordination between the architectural/engineering disciplines and compliance of the Design and Construction Documents with all applicable Codes.

2.01.C.2) Fifty percent (50%) Construction Documents Submittal: The Consultant shall (at no additional charge as part of basic services) make a fifty percent (50%) Construction Documents submittal, for review and approval by the Owner, which shall include the following:

2.01.C.2A) Eight (8) sets of all fifty percent (50%) construction drawings. The Consultant shall include a complete index of drawing sheets with all anticipated drawings necessary to fully define the construction and an estimate of the current percent of completion of each of the drawings.

2.01.C.2B) Eight (8) sets of the Project Manual. The Consultant shall in his/her preparation of the Project Manual, use CSI Standards, including the 16-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). The Project Manual at the 50% Construction Documents submittal shall include all sections of "Division 1" which shall be one hundred percent (100%) completed, and one hundred percent (100%) of the technical specification sections, which shall be fifty percent (50%) completed to include the section's contents. These specifications shall be in final form, except as may be revised through the review process and shall be more than merely outline specifications as submitted during the Design Development Phase.

2.01.C.2C) Color boards, which shall show complete color selections for all finish materials.

2.01.C.2D) An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.A.2B).

2.01.C.2E) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.2D). An authorization to proceed with Phase IV will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.C.2E.1) If the updated statement of Probable Construction Costs exceeds allocated funds, and the increase is not the fault of the Owner through increased scope changes, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.

2.01.C.2F) The Consultant may be authorized to include in Construction Documents approved additive alternate bid items, to permit the Owner to award a Construction Contract within the limit of the Total Allocated Funds.

2.01.C.3) The Consultant shall return to the Owner review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents.

2.01.C.4) The Consultant shall not proceed with further Construction Documents Development until approval of the 50% documents is received from the Owner and authorization issued to proceed with the next phase. Approval by the Owner shall be for progress only and does not relieve the Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. The Consultant shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 50% Documents review (check) set shall be returned to the Owner.

2.01.C.5) Rendering Requirements: At approximately seventy-five percent (75%) completion of the Construction Documents, the Consultant shall submit several simple studies of proposed perspective drawings of the Project indicating suggestions for angles of view and general composition of a rendering. Upon the Owner's selection of a perspective format, the Consultant shall execute final renderings for submission with one hundred percent (100%) Construction Documents submittal.

2.01.C.6) One hundred percent (100%) Construction Documents Submittal: The Consultant shall (as part of basic services) make a one hundred percent (100%) Construction Documents submittal, for final review, comments, and approval by the Owner. The Owner shall review documents for program compliance only; it is the Consultant's responsibility to coordinate his/her work as well as the work generated by the various Sub-consultants involved with the Project. The one hundred percent (100%) submittal shall include the following:

2.01.C.6A) Eight (8) sets of all one hundred percent 100% construction drawings.

2.01.C.6B) Eight (8) sets of the Project Manual. These specifications shall be in final form, except as may be revised through the review process.

2.01.C.6C) Eight (8) sets of all reports, programs, and similar documents necessary for the issuance of documents for bidding and Construction Contract award.

2.01.C.6D) Final rendering submittal consisting of two (2) 20" x 30" framed and glassed (in non-reflective glazing) perspective rendering in color and two (2) 10" x 15" framed color photographic copies of the rendering.

2.01.C.6E) An updated Development Schedule showing the proposed completion date of each Phase of the Project (Refer to Section 2.01.A.2B) and proposed date of occupancy.

2.01.C.6F) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.2C). The Statement of Probable Construction Costs shall include all adjustments necessary for projected award date, changes in requirements, or general market conditions. If the Statement of Probable Construction Cost exceeds the total allocated budget for construction, the Consultant is responsible and shall review

materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items, reasonable adjustment in the scope of the Project and/or Additive Alternates that will result in bids within the allocated budget. All such changes in the Contract Documents shall be made at no additional cost to the Owner. It is agreed that any "Statement of Probable Construction Costs" or Cost Estimate prepared by the Consultant represents a reasonable estimate of cost in his/her best judgment as a professional familiar with the local construction industry, applicable County Resolutions, Administrative Orders and Ordinances and that the Consultant has no control over the market conditions. The Consultant therefore, cannot and does not guarantee that bids will not vary from the Cost Estimate.

2.01.C.6F.1) If the updated statement of Probable Construction Costs exceeds allocated funds not the fault of the Owner through increased scope changes, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.

2.01.C.7) The Owner's permit expeditor, not the Consultant will usher or "walk-through" the permit documents through the Miami-Dade County Building Department and other applicable regulatory agencies. The Consultant shall address revisions and attend meetings as required to resolve code compliance comments. The Consultant shall assist the Owner in filing and following-up for permit approvals at the earliest practicable time during the performance of the services. The Consultant is responsible for preparing all the necessary portions of the Contract Documents necessary for approval by County, State and/or Federal authorities having jurisdiction over the Project by law or contract with the County and shall assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the Owner of the one hundred percent (100%) Contract Documents. The Consultant shall promptly, at any time during the performance of the Services hereunder, advise the Owner of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of such authorities. The Consultant will be issued a reimbursable expense Service

Order for "dry-run" and other permit fees paid to authorities that have jurisdiction over the work.

2.01.C.8) The Consultant shall make all required changes and resolve all questions presented by the Owner and/or permitting authorities on the documents. The one hundred percent (100%) complete check set(s) shall be returned to the Owner. Upon final approval by the Owner, the Consultant shall furnish three (3) sets of all drawings and Project Manuals to the Owner, without additional charge.

2.01.C.9) The Consultant shall return to the Owner review (check) sets of the fifty percent (50%) construction Documents submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents.

2.01.C.10) If requested by the Owner, the Consultant shall prepare and/or assist the Owner in the preparation of documents to initiate the bid and award for the Project.

2.01.D) Phase IV - Bidding and Award of Contract

2.01.D.1) Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having jurisdiction, and acceptance by the Owner of the Bid Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the Owner in obtaining bids, preparing and awarding the Construction Contract. The Owner, for bidding purposes, will have the bid documents (drawings and Project Manual) printed through its existing agreements with printing firms, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.

2.01.D.2) Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:

2.01.D.2A) If requested by the Owner, the Consultant shall assist the Owner, in issuing the Bid Documents to prospective bidders.

2.01.D.2B) The Consultant shall record all questions, prepare and issue an appropriate response to such questions (Addenda), if any are required, during the bidding period. When requested by the Owner, the Consultant shall advise all bidders to submit in writing, any questions to which a response is necessary

to prepare a bid on the Project. The Consultant shall maintain a complete log of addenda issued on an Owner furnished form. No addenda shall be issued without the Owner's concurrence.

2.01.D.2C) The Owner has established a policy requiring a "Pre-Bid Meeting", for Projects. The Consultant shall attend all Pre-Bid Meetings and require attendance of major sub-consultants at such meetings. The Consultant shall record the minutes of said meetings. The Consultant shall prepare, no later than two (2) days after said meeting, minutes of meeting(s), prepare, and issue Addenda responding to issues raised at the pre-bid meeting(s).

2.01.D.2D) The Consultant shall be present at the bid opening with the Owner's staff.

2.01.D.3) The Consultant shall assist the Owner in the evaluation and analysis of bids, determining the responsiveness of bids and the preparing of documents for Award of Contract. If the lowest responsive Base Bid received exceeds the Total Authorized Design Value for Construction, the Owner may:

2.01.D3A) Approve the increase in the Project Budget and award a Contract;

2.01.D.3B) Reject all bids and re-bid the Project within a reasonable time with a reduced scope at no additional compensation to the Consultant;

2.01.D.3C) Direct the Consultant to revise the scope and/or manner of construction, and re-bid the Project. If the bid price exceeds total allocated funds by more than 10% the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the Total Authorized Design Value. The Owner shall recognize construction market cost fluctuation before exercising this option.

2.01.D.3D) Suspend or abandon the Project.

2.01.E) Phase V - Administration of the Construction Contract

2.01.E.1) The Construction Phase will commence with the award of a Construction Contract and will terminate when the Owner

approves the Contractor's final Capital Project Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract and this Agreement.

2.01.E.2) The Consultant, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and shall have the authority to act on behalf of the Owner to the extent provided in the Construction Contract.

2.01.E.3) The Consultant shall visit the site to conduct construction meetings, field inspections once a week and at any time at the request of the Owner. The Consultant shall visit the site at all key construction events, and to ascertain the progress of the work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Sub consultants shall be required to visit the site as appropriate to conduct field inspections, to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents and at the request of the Owner. The Consultant and their Sub consultants shall provide all certifications and inspections required by the authorities having jurisdiction. Threshold inspection (when required by the nature of the work as determined by the regulatory agencies having jurisdiction) shall be provided by the Consultant and compensated as an Additional/Reimbursable service. On the basis of on-site observations, the Consultant and their Sub consultants shall endeavor to safeguard the Owner against defects and deficiencies in the work of the Contractor. The Consultant will be responsible at no additional cost to the Owner for writing and distributing minutes of all meetings and field inspection reports they are asked to attend. The Consultant shall distribute the minutes within two (2) days of said meeting. The Consultant and their Sub consultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work for which the Contractor is responsible. The Consultant and their Sub consultants will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the Contract unless such failure of performance results from the Consultant's acts, errors or omissions.

2.01.E.4) The Consultant shall furnish the Owner with a written report of all observations of the work and require all Sub consultants to do same during each visit to the site. The report shall also note the general status and progress of the work. Copies of said report shall be submitted to the Contractor and Owner within two (2) days of

the site visit. Copies of the reports shall be attached to the request for monthly professional services payment for the Construction Administration Services Phase. If requested by the Owner, the Consultant and/or Sub consultants shall provide additional detail on written reports of observations of the work. The Consultant's failure to provide written reports of all site visits or minutes of meeting in accordance with this Agreement shall result in a proportional reduction in Construction Administration fees paid to the Consultant. The Consultant and their Sub consultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "record drawings".

2.01.E.5) Based on observations at the site and consultation with the Owner, the Consultant shall promptly review the Contractor's payment requisitions, determine the amount due the Contractor, and shall recommend approval of such amount. This recommendation shall constitute a representation, by the Consultant, to the Owner, that to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to amounts stated on the requisition subject to:

~~**2.01.E.5A)** Detailed evaluation of the work for conformance~~ with the Contract Documents;

2.01.E.5B) The results of testing required by the Contract Documents; for which final results have not been received,

2.01.E.5C) Minor deviations from the Contract Documents correctable prior to completion;

2.01.E.5D) Specific written representations made by the Contractor on the Capital Project Payment Certificate or attachments thereto; and prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Owner on the status of the work relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the payment requisition review field meeting and shall not be cause for delay in timely payment to the Contractor pursuant to the Miami Dade County Prompt Payment Ordinance hereby included by reference.

2.01.E.6) For purposes of this Phase, the Consultant shall be the interpreter of the Contract Documents. The Consultant shall make written recommendations on all claims from the Contractor relating to the execution and progress of the work and all other matters or questions related thereto.

2.01.E.7) The Consultant shall have the authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in their opinion, the Consultant considers it necessary or advisable to ensure compliance with the Contract Documents, they will have the authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated or delivered to the Project, or installed and completed.

2.01.E.8) The Consultant shall promptly review and approve shop drawings, samples, and other submissions from the Contractor at no additional charge to the Owner. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Owner and shall be authorized by Change Proposal Request. The Consultant shall have a maximum of fourteen (14) calendar days from receipt of shop drawings or other submittals by the Contractor, to return said shop drawings or submittals to the Contractor with comments indicating either approval or disapproval.

2.01.E.9) The Consultant shall initiate and prepare required documentation for Changes as required by their own observations or as requested by the Owner, and shall review and recommend action on proposed Changes at no additional charge to the Owner. Where the Contractor submits a request for Change Order or Change Proposal Request, the Consultant shall, within fourteen (14) calendar days, review and submit to the Owner, their recommendation along with an analysis and/or study supporting such recommendation as applicable at no additional charge to the Owner.

2.01.E.9A) The Consultant shall not receive additional compensation for revisions to drawings associated with changes to the contract due to errors or omissions for which the Consultant is responsible.

2.01.E.10) The Consultant and his/her Sub-Consultants shall examine the work upon receipt of the "Contractor's Request for Substantial Completion Inspection" and shall recommend execution of a "Certificate of Acceptance for Substantial Completion" after first

ascertaining that the Project meets minimum requirements for substantial completion in accordance with the Contract requirements. The Consultant and their sub-consultants in conjunction with the Owner shall prepare a "Punch List" of any defects and discrepancies in the work. The Consultant shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor upon satisfactory completion of all items on the "Punch List" and receipt of all necessary close-out documentation from the Contractor, including but not limited to all warranties, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the Contract Documents.

2.01.E.11) The Consultant shall monitor and provide assistance relative to instruction of the Owner's personnel in the operation and maintenance of any equipment or system, and initial start-up and testing, adjusting and balancing of equipment and systems to assure a smooth transition from construction to occupancy of the Project.

2.01.E.12) The Consultant shall furnish to the Owner the original documents revised to "record drawings and specifications" condition within thirty (30) days of receipt of the field record set from the Contractor. Transfer of changes made by approved "Change Proposal Requests", "Requests for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "record" documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for his/her convenience shall be marked by the Contractor on the "Field Record Set" and transferred to a copy of the original Contract Documents ("Final Record Set") by the Consultant. The original documents, the "Field Record Set" and the "Final Record Set" shall become the property of the Owner.

2.01.E.13) The Consultant shall furnish to the Owner one complete set of "Record Drawings" in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 14 or 2000) formatted on a CD, in drawing (*.dwg) files and one complete set of "Record Drawings" in AutoCADD formatted on a CD, in PLT format (print ready.) Such CD's shall become the property of the Owner.

2.01.E.14) The Consultant shall furnish to the Owner one simplified site plan and floor plan(s) reflecting "Record Drawings" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor area. Two (2) copies shall be furnished on 11" x 17" sheets and in

Auto CADD formatted on a CD, in drawing (*.dwg) format and one in PLT format (print ready.) Such CD's shall become the property of the Owner.

2.01.F) Warranty Administration

2.01.F.1) The Consultant and his/her Sub-Consultants shall assist the Owner with inspections of defects reported during the one-year warranty period and shall oversee and represent the Owner with the correction of defective Work or warranty corrections that may be discovered during said warranty period at no additional cost to the Owner. The Consultant and his/her Sub-Consultants (as needed) should participate with the Owner's representatives in the one year warranty inspection, coordinate the issuance of any corrective punch lists required as a result of such inspection; and monitor the contractor's compliance with such corrective punch lists. The Consultant's assistance may be sought by the Owner for warranties exceeding one year, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.

2.02) ADDITIONAL SERVICES

2.02.A) Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement for Architectural and other Engineering services related to this project site. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Section 5.02 and will be paid from the Allowance Account referenced in Section 8.09M .

2.02.A.1) Financial feasibility, life cycle costing, or other special studies. Planning surveys, site evaluations, or comparative studies of prospective sites.

2.02.A.2) Design services relative to future facilities, systems and equipment associated with the site, but that are not intended to be constructed as part of this Project.

2.02.A.3) Research, analysis, and recommendations for design criteria packages for design/ build projects associated with this site.

2.02.A.4) Any additional special professional services (other than the normal architectural, civil, structural, mechanical, electrical engineering and landscape services) as may be required for the Project, including but not limited to: survey, acoustical, food services, theatrical, electronic, artists, sculptors and soils Consultant.

2.02.A.5) The Services of full-time Field Representative(s) during construction, including the services of a special inspector for those items not included in the certification required by the authorities having jurisdiction and threshold inspection.

2.02.A.6) The provision of technical support staff to augment the Park and Recreation Department staff including but not limited to: drafting and clerical staff on an as needed basis for Projects associated with this site.

2.02.A.7) Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).

2.02.A.8) Preparing to serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

2.02.A.9) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

2.02.A.10) Services for planning tenant or rental spaces unless included in the scope of work.

2.02.A.11) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.

2.02.A.12) Professional Services for Option A (see section 1.10).

2.03) REIMBURSABLE EXPENSES

2.03.A) Reimbursable Expenses are those authorized by the Owner in addition to the "Basic Services" and "Additional Services" and consist of actual expenditures made by the Consultant and the Consultant's employees, Sub consultants and Special Consultants in the interest of the Project for the following purposes:

2.03.A.1) Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;

2.03.A.2) Costs/Fees paid for securing approvals of authorities having jurisdiction over the work;

2.03.A.3) Reproductions, excluding those for the office use of the Consultant and check/review sets required by the Agreement;

2.03.A.4) Mailing of Bid Documents (if required).

2.03.A.5) Courier services.

2.03.A.6) Other equipment or supplies, if specifically requested and authorized by the Owner.

2.03.A.7) Reimbursable Expenses shall be paid from a dedicated allowance account if one is established for such purposes. Otherwise, payments will be made from the allowance account as provided under Section 5.02, and will be paid from the allowance account referenced in Section 8.09M.

ARTICLE 3 – SUBCONSULTANTS

3.01) DEFINITION

3.01.A) A Sub consultant is a person or organization which is properly registered as a professional Architect, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the Consultant to furnish professional services for the scope of work described under Section 1.10.

3.02) SUBCONSULTANTS' RELATIONS

3.02.A) All services provided by the Sub consultants shall be pursuant to appropriate agreements between the Consultant and Sub consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner.

3.02.B) The Consultant proposes to utilize the following Sub consultants for the Project:

Firm Name: GEOSOL, INC.

Consulting Service: SOILS, FOUNDATIONS AND MATERIALS TESTING – DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES

Firm Name: LOUIS J. AGUIRRE & ASSOCIATES, P.A.

Consulting Service:GENERAL MECHANICAL ENGINEERING & GENERAL ELECTRICAL ENGINEERING

Firm Name: M. C. HARRY AND ASSOCIATES, INC.

Consulting Service: ARCHITECTURE

Firm Name: ROBAYNA AND ASSOCIATES, INC.

Consulting Service: SURVEYING AND MAPPING – LAND SURVEYING & ENGINEERING CONSTRUCTION MANAGEMENT

Firm Name: CMA ENTERPRISE INCORPORATED

Consulting Service: PUBLIC INVOLVEMENT

3.02.C) The Consultant shall not change any Sub consultant without the Owner's approval. A written request from the Consultant must be submitted to the owner, stating the reasons for the proposed change.

~~3.02.D)~~ ~~The Consultant is required under this Agreement to achieve the following~~ Contract measures applied to this project as shown in the attached Schedule of Participation and letter of Intent as presented in the Consultant's proposal for the project.

20% Community Business Enterprise (CBE) Goal

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

4.01.A) The Owner, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as an Additional Service. The Consultant will be entitled to rely on the accuracy and completeness of all information provided by the Owner.

4.01.A.1) A survey of the proposed Project site if available. The survey shall give boundary dimensions, location of existing structures or similar site improvements; trees; the grades and lines of street, pavement and adjoining properties; right of ways, restrictions and easements; topographic data of the building site; and information as it relates to sewer, water, gas and electrical services available to the site.

4.01.A.2) Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; and if required by the Consultant, an appropriate professional interpretation thereof and recommendations. The Consultant shall recommend such necessary tests to the Owner.

4.01.A.3) Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Section 2.01.A.1 of this Agreement.

4.02) PROJECT MANAGEMENT

4.02.A) The Department Director, or her designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Service Orders to the Consultant and all invoices for payment to the Consultant.

4.02.B) The Department Director shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Consultant's work in accordance with approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The Consultant and their Sub consultants should visit the site periodically during the Design Phase to assess existing conditions.

4.02.C) During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant by the "General Conditions" and "Supplementary Conditions" of the construction contract.

ARTICLE 5 - BASIS OF COMPENSATION

5.01) BASIC SERVICES FEE: The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed under Section, 5.01B, of this Agreement called the "Basic Fee".

5.01.A) Percentage of Construction Cost (Not Applicable)

5.01.B) Maximum Compensation

5.01.B.1) Under this compensation basis, the Consultant agrees to perform the Basic Services described in this Agreement for an agreed fixed dollar amount of compensation.

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to **$1,294,000**.

5.01.C) Multiple of Direct Salary Expense

Fees calculated on an hourly basis shall be a multiple of **2.9** times the salary rate paid to personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multiples) exceed **$130.00** per hour for prime and Sub consultant except as specifically provided herein. The rate for personnel shall be as determined from the actual paid salaries reported to the Department of Internal Revenue. If a full-time project Field Representative is required the multiple shall not exceed **2.1**. Said fee shall constitute full compensation for all costs incurred in the performance of the work such as supervision, overhead and profit, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Over-time rates must be authorized by the Owner in advance and at no time exceed time-and-a half. Principals shall not receive additional compensation for performance of over-time work.

5.01.C.1) Personnel directly engaged on the Project by the Consultant may include Architects, Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants and Inspectors engaged in construction, research, design, production of drawings, specifications and related documents, construction inspection and other services pertinent to the Project during all phases thereof.

5.01.C.2) Multiple of Direct Salary Expense services fees shall not include charges for office rent or over-head expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel and substance not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project. Authorized reproduction costs in excess of that required at each Phase of the work shall be considered a Reimbursable Service as defined in Article 2.03 of this Agreement.

5.01.C.3) The consultant shall be compensated at the flat rate of **$130.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal:

R. Russell Barnes, III, P.E.

5.01.D) Fee for Design of Additive Alternates

5.01.D.1) The design of additive alternates authorized by the Owner will be considered a Basic Service.

5.01.D.2) The Consultant shall not be entitled to compensation for Phases I through IV (design through bidding) for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total allocated construction funds. The Owner may recognize exceptional construction market cost fluctuations to relieve the Consultant of this provision, before exercising this option.

5.01.E) Fee for Work Authorized from the Construction Contingency Allowance

5.01.E.1) When a portion or all of the Construction Contingency Allowance is utilized to authorize changes to the Construction Contract, the Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B ~~or 5.01.C of this Agreement, provided that such changes are not~~ attributable to errors or omissions.

5.01.F) Fee for Change Orders to the Construction Contract

5.01.F.1) The Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, for additional design fees ascribed to "Change Order Work", provided that such changes are not attributable to errors or omissions.

5.02) ADDITIONAL SERVICES FEE OR REIMBURSABLE EXPENSES

5.02.A) At the discretion of the Owner, the Consultant may be authorized to incur Reimbursable Expenses described under Section 2.03 of this Agreement. The Owner, as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses on a direct cost basis.

5.02.B) The fee for Additional Services will be computed by one of the methods outlined in 5.01.B and 5.01.C as mutually agreed to by the Owner and the Consultant.

At the discretion of the Owner, the Consultant may be authorized to perform Additional Services described under Section 2.02 of this Agreement.

If the Owner and Consultant cannot agree on a lump sum for Additional Services as described in Article 5.01.B, then the owner may direct the consultant to perform the services as a multiple of direct salary expense as defined in Article 5.01.C. Should the consultant refuse such a service work order; it may become the basis for termination of this agreement. Additional Services as requested will be paid from the Allowance Account as referenced in Section 8.09M.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT FOR BASIC SERVICES

6.01.A) Payment for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

6.01.A.1) 10% upon completion and approval of Phase I (Programming and Schematic)

6.01.A.2) 20% upon completion and approval of Phase II (Design Development)

6.01.A.3) 40% upon completion and approval of Phase III (50% Documents)

6.01.A.4) 65% upon completion and approval of Phase III (100% Documents, submittal of required renderings and permitting and Dry Run)

6.01.A.5) 70% upon completion of Phase IV (Bid and Contract Award)

6.01.A.6) 100% upon completion of Phase V (Construction Administration and approval of all Work pursuant to section 2.01.E)

6.01.B) Partial payments not to exceed 90% in the aggregate may be made during Phase V according to the overall percentage completed of the Construction Contract.

6.01.C) If the Construction Administration time is extended due to the Contractor's failure to substantially complete the work within the contract time, through no fault of the Consultant, they shall be compensated for any

services required and/or expenses not otherwise included in the Basic Services in connection with such time extension(s) as Additional Services. The fee for such services will be mutually agreed to by the Consultant and the Owner, in accordance with Articles 5.01.B or 5.01.C.

6.01.D) All payments will be made upon receipt and review of duly certified invoices stating that the services for which payment is requested have been performed per this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

6.02) PAYMENT FOR ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES

6.02.A) Payment for Additional Services and/or Reimbursable Expenses may be requested monthly in proportion to the services performed.

6.02.B) When such services are authorized as a Multiple of Direct Salary Expense, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged on the Additional Service, multiplied by the multiplier stated in Section 5.01.C of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.

6.02.C) When services are authorized as a Reimbursable Expense, the Consultant shall attach the expense invoice with all supporting data necessary to substantiate costs reimbursement.

6.02.D) All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

ARTICLE 7 - REUSE OF PLANS AND SPECIFICATIONS

7.01) SCOPE OF SERVICES

7.01.A) If the Owner elects to re-use the plans and specifications for other sites, for purposes other than that for which it was prepared, it shall be at the Owner's sole risk and holds the Consultant harmless for any liability arising out of any reuse of documents.

7.01.B) The Consultant shall bind all Sub consultants to the Agreement requirements for re-use of plans and specifications.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND HOLD HARMLESS

8.01.A) Pursuant to section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Owner, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Owner or its officers, employees, agents, and instrumentalities as herein provided.

8.01.B) The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any actions, errors or omissions of the Consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the Owner in no way assumes or shares any responsibility or liability of the Consultant or Sub consultants, the registered professionals (architects and/or engineers) under this Agreement.

8.02) ERRORS AND OMISSIONS

8.02.A) The Owner shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the County may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the construction documents that were prepared by the Consultant. For the purposes of this contract provision, errors and omissions shall be dealt with as follows:

8.02. A.1) Errors and Omissions

It is specifically agreed that any construction changes categorized by the Owner, as caused by an error, an omission or any combination thereof in the contract documents that were prepared by the Consultant will constitute an additional cost to the Owner that would not have been incurred without the error. The damages to the Owner for errors, omissions or any combinations thereof shall be calculated as the total cost of any damages or incremental costs to Miami-Dade County resulting out of the errors or omissions by the Consultant.

Damages shall include delay damages caused by the error, omission or any combination thereof. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination in writing to the Department's Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department's Director, the Consultant shall present any such objections in writing to the County Manager. The Department and the Consultant shall abide by the decision of the County Manager. This paragraph does not constitute a waiver of ~~any party's right to proceed in a court of competent jurisdiction,~~ after the above administrative remedies have been exhausted.

8.02.A.2) **Payment for Damages arising out of Errors, Omissions or any Combination Thereof**

So long as the total damages to the Owner caused by Consultant errors and/or omissions as calculated above remains less than three percent (3.0%) of the total construction cost of the Project, the Owner shall not look to the Consultant and/or the Consultant's insurer for reimbursement for errors and omissions. Should the total damages to the Owner caused by Consultant errors and/or omissions as calculated above exceed three percent (3.0%) of the total construction cost of the Project, the Owner shall recover the total cost of the damages calculated above. To obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract up to the amount of the Consultant's insurance deductible. Should the damages incurred by the Owner exceed the amount due under the contract or the Consultant's insurance deductible, whichever is greater, the Owner shall look to the Consultant and the Consultant's insurer for the remaining amount of additional damages incurred by the Owner. The recovery of additional costs to the Owner under this paragraph shall not limit

or preclude recovery for other separate and/or additional damages that the Owner may otherwise incur.

8.02.A.3) The Consultant shall participate in all negotiations with the Contractor related to this section. Such Consultant participation shall be at no additional cost to the Owner.

8.02.A.4) For purposes of this section, direct and indirect costs shall be defined as in the general conditions section of the construction Project Manual for the Project.

8.03) INSURANCE

8.03.A) The Consultant shall not receive an authorization to begin until they have obtained all insurances required hereunder. The Consultant shall maintain all required insurances for the full term of this Agreement.

8.03.B) Insurance Required

8.03.B.1) Worker's Compensation Insurance: The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440.

8.03.B.2) Public Liability Insurance on a comprehensive basis in an account not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

8.03.B.3) Automobile Liability Insurance: The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $300,000 per occurrence for bodily injury and property damage combined.

8.03.B.4) Professional Liability Insurance: The Consultant shall maintain Professional Liability Insurance in the amount of $1,000,000 providing for all sums which the Consultant shall be legally obligated to pay as damages (deductible permitted not in excess of 10% of the coverage limits) for claims arising out of the negligent provision of services performed by the Consultant or by any person employed by him in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the construction and acceptance of the Project. Any acceptance or allowance by the County of Professional Liability Insurance covering less than the full amount of the Consultant's liability provided under this Agreement shall not in any way limit or reduce the Consultant's liability under this Agreement.

8.03.C) The insurance coverage required shall include those classifications, as listed in standard insurance manuals, which most nearly reflect the operations of the Consultant.

8.03.D) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

8.03.D1) The company must be rated no less than "B" as to management, and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to approval by the Owner's Risk Management Division.

8.03.D2) Within fourteen (14) calendar days from acceptance of the terms of this agreement by both parties and prior to execution, the Consultant shall furnish the Owner (through the Project Manager) photocopies of his/her professional liability insurance policy and certificates of insurance. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, classification required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by Owner. Failure to comply with the insurance requirements listed in section 8.03 may result in the Owner's withholding or delaying payment to the Consultant.

8.04) PERFORMANCE

8.04.A) Performance and Delegation: The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner, and such consent will not be given to any proposed delegation which would relieve the Consultant or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the Consultant's own staff unless otherwise approved by the Owner. The employment of, contract with, or use of services of any other person or firm by the Consultant as Sub consultant or otherwise is subject to approval by the Owner.

8.04.B) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for eight (8) years from the effective date of this Agreement or until completion of the warranty period for projects that have been issued service orders.

8.04.C) Time for Performance: The Consultant agrees to start all work hereunder upon receipt of a Service Order issued by the Owner and complete each Phase within the time stipulated in each Service Order. A reasonable

extension of time for completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for additional compensation.

8.04.C.1) Liquidated Damages: The Owner may impose liquidated damages of $200/ per pay for unapproved/unjustifiable time delays (other than Owner-caused) and/or incomplete submittals.

8.04.C.2) Each time any portion of Phases I through III of the Project Development Schedule prepared by the Consultant is not met for unapproved/unjustified causes (other than Owner caused) the Owner may notify the Department of Business Development (DBD), the Office of Capital Improvements (OCI) and any other entity established by the Owner for tracking the performance of unsatisfactory performance.

8.04.D Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the Owner as evaluation criteria for future solicitations.

8.05) PROJECT SUSPENSION OR ABANDONMENT

8.05.A) If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner under any phase, the Owner shall give seven days notice to the Consultant of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the Consultant shall remain on the Project under this Agreement but will be compensated only for work issued under a Service Order; the County will not be liable for stand-by, overhead, or any other costs direct or indirect, that the Consultant may incur outside of any direct costs associated with a Service Order. If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner during any phase, the Consultant shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the project. The Owner will have no further obligation or liability to the Consultant.

8.06) TERMINATION OF AGREEMENT

8.06.A) The County may terminate performance of work under this contract in whole or, from time to time, in part if the Owner determines that a termination is in the County's interest. The Owner shall terminate by delivering to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to the County, and upon payment thereof the County will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.

8.07) CONSULTANT'S ACCOUNTING RECORDS

8.07.A) The Owner reserves the right to audit the Consultant's financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for one year after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary to approve any requests for payment by the Consultant.

8.08) OWNERSHIP OF THE DOCUMENTS

8.08.A) The Consultant agrees that all notes, designs, drawings, specifications, models, photographs, reports, surveys, investigations, field reports, and other data produced in performance of this Agreement shall be the sole property of the Owner without restrictions or limitations, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

8.09) COMPLIANCE WITH LAWS

8.09.A) The Agreement shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

8.09.B) The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

8.09.C) The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13, as amended, by having on file or filing within 30 days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, PO Box 521550, Miami, Florida 33152-1550:

8.09.C1) A Source of Income Statement

8.09.C2) A Current Certified Financial Statement

8.09.C3) A copy of the Consultant's current Federal Income Tax Return

8.09.D) AFFIRMATIVE ACTION

8.09.D.1) The Consultant's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the Consultant to Miami-Dade County hereunder. The Consultant shall undertake and perform the affirmative actions specified herein. The Director may declare the Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

8.09.E) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

8.09.E.1) The Consultant's attention is directed to Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

8.09.F) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The Office of the Miami-Dade County Inspector General (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Consultant from OIG, the Consultant shall make all requested records and documents available to the OIG for inspection and copying.

The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

(1) If this contract is completely or partially terminated, the Consultant shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The OIG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, if stated in the Special Conditions, this Contract is federally or state

funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The OIG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Consultant, its officers, agents and employees. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:
The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall

have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

8.09.G) ART IN PUBLIC PLACES

As part of the Basic Services the Consultant shall, upon execution of this Agreement and prior to preliminary design, through the Department initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of Ordinance No. 73-77 and subsequent amendments and guidelines, and should it decide to pursue said installation, the Consultant shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Consultant to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Consultant and the artist(s) during design development of the Project. In consultation with the artist(s) and the Art in Public Places, the Consultant shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project as part of his Basic Services. The Consultant shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of their Basic Services. The Consultant shall provide, as an Additional Service, the technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates, construction procedures/approach, typical sections, profiles and details, structural

support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Consultant shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents as an Additional Service.

8.09.H The Consultant will be responsible for providing a workforce estimate by trades pursuant to instructions from the project manager if this park is within a designated target area as required by Ordinance No. 03-1, Community Workforce Program for Capital Improvement Contracts.

8.09.I The Consultant must also submit with the executed agreement, to be filed with the Clerk of the Board, the attached single executed affidavits and certifications.

8.09.J Utilization Report (UR): Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 AND 3-28 And Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to sub-consultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The reports are to be submitted to the Miami-Dade County Department of Business Development, 111 NW 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibits "A" titled " Utilization Report – Miami-Dade County Work".

8.09.K CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall

determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) following the end of the contract, whichever is later.

8.09.L SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

8.09.M ALLOWANCE ACCOUNT

This project is a Professional Services Agreement for the design of a facility on public property, therefore an estimated Allowance Account of **$129,400** is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the Park and Recreation Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

8.10) MISCELLANEOUS PROVISIONS

8.10.A) This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Service Orders will be issued under this agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.

8.10.B) The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Section 5.01 or 5.02 of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will

be made for the Consultant's time or services in connection with the preparation of any such proposal.

8.10.C) The aggregate sum of all payments for services, including reimbursable expenses to the Consultant under this Agreement shall not exceed **$1,423,400.**

8.10.D) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for eight (8) years from the effective date of this Agreement or until completion of the warranty period for projects that have been issued service orders.

8.10.E) The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.

8.10.F) The Consultant will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials in any form at the project site other than to immediately advise the owner of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.

8.11) SUCCESSORS AND ASSIGNS

8.11.A) The Consultant and the Owner each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors, or other changes in the Ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

8.12) EXTENT OF AGREEMENT

8.12.A) This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except as authorized by the Board of County Commissioners of Miami-Dade County or pursuant to Sections 2-8.2.6 and 2-8.2.7 of the Code.

8.12.B) If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

WHEN THE CONSULTANT IS A CORPORATION

Attest:
Secretary: Gary R Ratay — Signature
Kimley-Horn & Associates, Inc — Legal Name of Corporation

By: GARY R RATAY — Legal Name
Signature

Russell Baggett, Principal — Legal Name and Title

(Corporate Seal)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

WHEN THE CONSULTANT IS AN INDIVIDUAL

Attest:
Witness: _____
Signature

Signature: _____

Witness: _____
Signature

Signature: _____

WHEN THE CONSULTANT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME

Attest:
Witness: _____ _____
Signature Legal Name of Firm

Witness: _____ By:_____
Signature Signature

Date Signed: _____

Legal Name and Title:_____

WHEN THE CONSULTANT IS A PARTNERSHIP

Attest:
Witness: _____ _____
Signature Legal Name of Partnership

By:_____
Signature

Witness: _____ _____
Signature Legal Name and Title

By:_____
Signature

(Seal) _____
Legal Name and Title

By:_____
Signature

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Risk Management Division

Date: 2-1-07

Approved as to Form and Legal Sufficiency:

Assistant County Attorney

Date:_____

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

(Seal)

HARVEY RUVIN
Clerk of the Court

By:_____
Clerk of the Board

Date:_____

GEORGE M. BURGESS
County Manager

By:_____
County Manager

Date:_____

Distribution:
One Original to Consultant
One Original to Clerk of the Board
One Original to Department of Business Development
One Original to Department of Procurement Management
One Original to Project File

cc: Project Manager

ATTACHMENT E

STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

******* FUNDED PROJECTS *******
(dollars in thousands)

ENVIRONMENTAL AND SAFETY IMPROVEMENTS PROJECT # 9348931

DESCRIPTION: Construct improvements to mitigate environmental problems and enhance safety conditions at park facilities

LOCATION: Countywide
Countywide

DISTRICT LOCATED: Countywide
ESTIMATED ANNUAL OPERATING IMPACT: Minimal DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Capital Outlay Reserve	825	850	1,708	858	0	0	0	0	4,241
TOTAL REVENUE:	825	850	1,708	858	0	0	0	0	4,241

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	183	290	290	0	0	0	0	0	763
Construction	642	560	1,418	858	0	0	0	0	3,478
TOTAL EXPENDITURES:	825	850	1,708	858	0	0	0	0	4,241

GREENWAYS AND TRAILS - COMMISION DISTRICT 01 - BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT # 932610

DESCRIPTION: Continue development of North Dade Greenway including Snake Creek Trail and a new bike trail on Snake Creek Bridge

LOCATION: North Miami-Dade County
Various Sites

DISTRICT LOCATED: 1
ESTIMATED ANNUAL OPERATING IMPACT: $270 DISTRICT(s) SERVED: 1

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
FDOT Funds	350	228	0	0	0	0	0	0	578
Other - Non County Sources	60	0	0	0	0	0	0	0	60
Building Better Communities GOB Program	0	0	0	0	0	0	0	1,400	1,400
TOTAL REVENUE:	410	228	0	0	0	0	0	1,400	2,038

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	160	50	28	0	0	0	0	224	462
Construction	0	200	200	0	0	0	0	1,176	1,576
TOTAL EXPENDITURES:	160	250	228	0	0	0	0	1,400	2,038

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STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

******* FUNDED PROJECTS *******
(dollars in thousands)

GREENWAYS AND TRAILS - COMMISSION DISTRICT 06 - BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT # 937230

DESCRIPTION: Continue development of North Dade Greenway including Ludlam trail and the Ludlam bike trail

LOCATION: West Miami-Dade County
Various Sites

DISTRICT LOCATED: 6
ESTIMATED ANNUAL OPERATING IMPACT: $220 DISTRICT(s) SERVED: 6

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
FDOT Funds	500	0	0	0	0	0	0	0	500
Building Better Communities GOB Program	0	0	0	0	0	0	0	800	800
TOTAL REVENUE:	**500**	**0**	**0**	**0**	**0**	**0**	**0**	**800**	**1,300**
EXPENDITURE SCHEDULE:	**PRIOR**	**2006-07**	**2007-08**	**2008-09**	**2009-10**	**2010-11**	**2011-12**	**FUTURE**	**TOTAL**
Planning and Design	250	250	0	0	0	0	0	160	660
Construction	0	0	0	0	0	0	0	640	640
TOTAL EXPENDITURES:	**250**	**250**	**0**	**0**	**0**	**0**	**0**	**800**	**1,300**

GREENWAYS AND TRAILS - COMMISSION DISTRICT 07 - BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT # 933200

DESCRIPTION: Continue development of South Dade Greenway

LOCATION: South Miami-Dade County
Various Sites

DISTRICT LOCATED: 7
ESTIMATED ANNUAL OPERATING IMPACT: $220 DISTRICT(s) SERVED: 7

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	0	0	0	800	800
TOTAL REVENUE:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**800**	**800**
EXPENDITURE SCHEDULE:	**PRIOR**	**2006-07**	**2007-08**	**2008-09**	**2009-10**	**2010-11**	**2011-12**	**FUTURE**	**TOTAL**
Planning and Design	0	0	0	0	0	0	0	160	160
Construction	0	0	0	0	0	0	0	640	640
TOTAL EXPENDITURES:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**800**	**800**

STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

******* FUNDED PROJECTS *******
(dollars in thousands)

THREE BRIDGES GREENWAY PROJECT **PROJECT # 933030**

DESCRIPTION: Provide match needed for grant-funded project

LOCATION: Various Sites
Various Sites

DISTRICT LOCATED: Countywide
ESTIMATED ANNUAL OPERATING IMPACT: Minimal DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Capital Outlay Reserve	105	0	0	0	0	0	0	0	105
FDOT Funds	0	0	138	800	0	0	0	0	938
TOTAL REVENUE:	**105**	**0**	**138**	**800**	**0**	**0**	**0**	**0**	**1,043**

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	105	0	90	90	0	0	0	0	285
Construction	0	0	0	360	398	0	0	0	758
TOTAL EXPENDITURES:	**105**	**0**	**90**	**450**	**398**	**0**	**0**	**0**	**1,043**

Local Parks - New

COUNTRY CLUB OF MIAMI COMMUNITY CENTER (FERRI PROPERTY) **PROJECT # 9345330**

DESCRIPTION: Plan, design, and construct area previously known as the Ferri Property including development of a community center

LOCATION: Miami Gardens Dr and Old Elm Rd
Unincorporated Miami-Dade County

DISTRICT LOCATED: 13
ESTIMATED ANNUAL OPERATING IMPACT: Minimal DISTRICT(s) SERVED: 13

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Other - Non County Sources	500	0	0	0	0	0	0	0	500
QNIP Phase IV UMSA Bond Proceeds	1,920	0	0	0	0	0	0	0	1,920
TOTAL REVENUE:	**2,420**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,420**

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	568	300	300	0	0	0	0	0	1,168
Construction	0	100	700	452	0	0	0	0	1,252
TOTAL EXPENDITURES:	**568**	**400**	**1,000**	**452**	**0**	**0**	**0**	**0**	**2,420**

COUNTRY CLUB OF MIAMI COMMUNITY CENTER (FERRI PROPERTY) - BUILDING BETTER COMMUNITIES BOND PROGRAM **PROJECT # 936480**

DESCRIPTION: Construct local park improvements including building construction and vehicle and pedestrian circulation improvements

LOCATION: Miami Gardens Dr and Old Elm Rd
Unincorporated Miami-Dade County

DISTRICT LOCATED: 13
ESTIMATED ANNUAL OPERATING IMPACT: $342 DISTRICT(s) SERVED: 13

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	242	47	747	1,016	48	0	0	0	2,100
TOTAL REVENUE:	**242**	**47**	**747**	**1,016**	**48**	**0**	**0**	**0**	**2,100**

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Construction	0	0	0	2,052	48	0	0	0	2,100
TOTAL EXPENDITURES:	**0**	**0**	**0**	**2,052**	**48**	**0**	**0**	**0**	**2,100**

STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

******* FUNDED PROJECTS *******
(dollars in thousands)

GREENWAYS AND TRAILS - COMMISSION DISTRICT 08 - BUILDING BETTER COMMUNITIES BOND PROGRAM **PROJECT # 936760**

DESCRIPTION: Continue development of South Dade Greenway including trails and segments

LOCATION: South Miami-Dade County
Various Sites

DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: $360 DISTRICT(s) SERVED: 8

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
FDOT Funds	1,290	90	510	0	1,880	2,645	0	0	6,415
Building Better Communities GOB Program	0	0	51	109	227	197	1,539	1,877	4,000
TOTAL REVENUE:	**1,290**	**90**	**561**	**109**	**2,107**	**2,842**	**1,539**	**1,877**	**10,415**

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	300	351	209	327	243	250	0	0	1,680
Construction	0	350	200	313	1,641	2,615	1,339	1,677	8,135
Project Contingency	0	0	0	0	0	200	200	200	600
TOTAL EXPENDITURES:	**300**	**701**	**409**	**640**	**1,884**	**3,065**	**1,539**	**1,877**	**10,415**

PARK FACILITIES SEWER CONNECTIONS **PROJECT # 9341011**

DESCRIPTION: Connect park facilities currently on septic tanks to sewers as mandated by state and local codes

LOCATION: Countywide
Countywide

DISTRICT LOCATED: Countywide
ESTIMATED ANNUAL OPERATING IMPACT: Minimal DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Capital Outlay Reserve	15,000	1,200	600	0	0	0	0	0	16,800
TOTAL REVENUE:	**15,000**	**1,200**	**600**	**0**	**0**	**0**	**0**	**0**	**16,800**

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	4,420	204	50	0	0	0	0	0	4,674
Construction	10,580	996	550	0	0	0	0	0	12,126
Project Contingency	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES:	**15,000**	**1,200**	**600**	**0**	**0**	**0**	**0**	**0**	**16,800**

(c)

ATTACHMENT E

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(M)(1)(C)
03-01-05

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-250-05

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE A CONTRACT FOR UP TO $4,500,000 IN FEDERAL FUNDS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN AND DEVELOP GREENWAY TRAILS IN SOUTH DADE AND FURTHER AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND EXECUTE AMENDMENTS AS REQUIRED

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute a contract for up to $4,500,000 in federal funds with the Florida Department of Transportation to design and develop greenway trails; and authorizes the County Manager or his designee to execute such agreements as are required by this governmental body following approval by the County Attorney's Office; to receive and expend all monies for the purposes described in the funding request; and to file and execute any necessary amendments to the agreement for and on behalf of Miami-Dade County, Florida; and to expedite the necessary construction contracts and professional services agreements under Section 2-8.2.7 of the Code of Miami-Dade County.

The foregoing resolution was offered by Commissioner Rebeca Sosa, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	aye		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Dr. Barbara Carey-Shuler	absent
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of March, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MMC

Mariela Martinez-Cid

ATTACHMENT E

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(M)(1)(B)

07-07-05

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-856-05

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN APPLYING FOR $900,000 IN GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION THROUGH THE METROPOLITAN PLANNING ORGANIZATION FOR THE DESIGN AND CONSTRUCTION OF THE NORTHERN PORTION OF SEGMENT B OF THE BLACK CREEK TRAIL; AND FURTHER AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND EXECUTE AMENDMENTS AS REQUIRED, AND TO EXPEDITE CONSTRUCTION CONTRACTS AND PROFESSIONAL SERVICES AGREEMENTS UNDER SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Manager's action in applying for $900,000 in grant funds from the Florida Department of Transportation through the Metropolitan Planning Organization for the design and construction of the northern portion of segment B of the Black Creek Trail; and authorizes the County Manager or his designee to execute such contracts and amendments as are required by this governmental body following approval by the County Attorney's Office; to receive and expend all monies for the purposes described in the funding request; and to file and execute any necessary amendments to the agreement for and on behalf of Miami-Dade County, Florida; and to expedite the necessary construction contracts and professional services agreements under Section 2-8.2.7 of the Code of Miami-Dade County.

ATTACHMENT E

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Sally A. Heyman and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	aye		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency. DDC

By: KAY SULLIVAN
Deputy Clerk

Diamela Del Castillo

ATTACHMENT E

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(J)(1)(C)
02-01-05

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-133-05

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE A CONTRACT FOR UP TO $950,000 IN GRANT FUNDS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF THREE PEDESTRIAN BRIDGES ALONG THE SOUTH DADE GREENWAY NETWORK AND FURTHER AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND EXECUTE AMENDMENTS AS REQUIRED

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute a contract for up to $950,000 in grant funds with the Florida Department of Transportation for the design and construction of three pedestrian bridges along the South Dade Greenway Network; and authorizes the County Manager or his designee to execute such agreements as are required by this governmental body following approval by the County Attorney's Office; to receive and expend all monies for the purposes described in the funding request; and to file and execute any necessary amendments to the agreement for and on behalf of Miami-Dade County, Florida.

ATTACHMENT E

The foregoing resolution was offered by Commissioner Rebeca Sosa, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	absent		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	absent	Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Mariela Martinez-Cid

By: KAY SULLIVAN
Deputy Clerk

ATTACHMENT B

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Not On
Agenda Item No. 3(J)(1)(A)
12-14-04

RESOLUTION NO. R-1445-04

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE A CONTRACT FOR UP TO $100,000 IN GRANT FUNDS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A GREENWAY SIGNAGE DEMONSTRATION PROJECT AND FURTHER AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND EXECUTE AMENDMENTS AS REQUIRED

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute a contract for up to $100,000 in grant funds with the Florida Department of Transportation for a greenway signage demonstration project; and authorizes the County Manager or his designee to execute such agreements as are required by this governmental body following approval by the County Attorney's Office; to receive and expend all monies for the purposes described in the funding request; and to file and execute any necessary amendments to the agreement for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner Natacha Seijas, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman aye
Dennis C. Moss, Vice-Chairman aye

Bruno A. Barreiro	absent	Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	absent	Barbara J. Jordan	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of December, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MMC

Mariela Martinez-Cid

ATTACHMENT E

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Not On
Agenda Item No. 3(J)(1)(B)
12-14-04

RESOLUTION NO. R-1446-04

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE A CONTRACT FOR $500,000 IN FEDERAL APPROPRIATION FUNDS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR AN ACQUISITION ANALYSIS AND ENVIRONMENTAL STUDY OF THE LUDLAM TRAIL AND FURTHER AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND EXECUTE AMENDMENTS AS REQUIRED

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute a contract for $500,000 in appropriation funds with the Florida Department of Transportation for an acquisition analysis and environmental study of the Ludlam Trail; and authorizes the County Manager or his designee to execute such agreements as are required by this governmental body following approval by the County Attorney's Office; to receive and expend all monies for the purposes described in the funding request; and to file and execute any necessary amendments to the agreement for and on behalf of Miami-Dade County, Florida.

ATTACHMENT E

Not On
Agenda Item No. 3(J)(1)(B)
Page No. 2

The foregoing resolution was offered by Commissioner Natacha Seijas, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	aye		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	absent	Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	absent	Barbara J. Jordan	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of December, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. rMC

Mariela Martinez-Cid

By: KAY SULLIVAN
Deputy Clerk