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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

MIAMI-DADE COUNTY

Date: July 17, 2008

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

From: George M. Burgess
County Manager

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

Resolution No. R-841-08

Subject: Settlement Agreement and Mutual Release Between Miami-Dade County and Liberty Mutual Surety in Lieu of Litigation, and Bid Waiver and Construction Contract Award Recommendation for Homestead Air Reserve Park - Soccer Field Complex and Restroom / Storage Building - Project No: 693601-02-001-1; Contract No: 693601-02-001-1, in the amount of $2,813,919.46 to **Recreational Design & Construction, Inc**.

Recommendation

It is recommended that the Board: A.) approve the attached Settlement Agreement and Mutual Release between Miami-Dade County and Liberty Mutual Surety (Liberty) in the amount of $1,779,881.99; and B.) waive competitive bidding pursuant to Section 5.03D of the Home Rule Charter and Section 2-8.1B of the County Code and award a construction contract, number 693601-02-001-1, in the amount of $2,813,919.46 to **Recreational Design and Construction, Inc. (RDC)**.

Delegation of Authority - The authority of the Mayor/County Manager to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows: The County manager may negotiate and settle contractor claims.

Scope

PROJECT NAME:	Homestead Air Reserve Park - Soccer Field Complex and Restroom / Storage Building
PROJECT NO:	693601-02-001-1
CONTRACT NO:	693601-02-001-1

PROJECT DESCRIPTION: Completion of the construction of a new field center, a new restroom / storage building, two soccer fields, irrigation, landscaping, two parking lots and walkways. Homestead Air Reserve Park (HARP) is a 212.7 acre area-wide park serving the regional interests of South Miami-Dade County residents.

PROJECT LOCATION: 26851 SW 127 Avenue, Miami FL 33039

PROJECT SITES:

LOCATION	DIST	ESTIMATE	T-S-R
SW 268 ST & SW 127 AVE	9	$1,779,881.99	56-36-39
Park Benefit District #3	30	$981,149.85	- -
Various Locations	13	$ 52,887.62	- -
Total:		$2,813,919.46	

PRIMARY COMMISSION DISTRICT: District 9 Dennis C. Moss

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Park and Recreation Department

MANAGING DEPARTMENT: Park and Recreation Department

Fiscal Impact / Funding Source

OPERATIONS COST IMPACT/FUNDING: $328,500 General Fund

MAINTENANCE COST IMPACT/FUNDING: $60,000 General Fund

LIFE EXPECTANCY OF ASSET: 40 years

FUNDING SOURCES:	**SOURCE**	**AMOUNT**
	Park Benefit District No. 3, Local Park Development	$981,149.85
	Safe Neighborhood Parks Bond Program - Local Park Development	$52,887.62
	Settlement Agreement Funds	$1,779,881.99
	Total Funding:	$2,813,919.46

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECTS:	**BUDGET PROJECT / DESCRIPTION**	**AWARD ESTIMATE**
	SETTLEMENT AGREEMENT FUNDS Book Page: N/A Funding Year: FY2007-08	$1,779,881.99
	9340281-PARK BENEFIT DISTRICT NO. 3 LOCAL PARK DEVELOPMENT Book Page: 195 Funding Year: Prior Years	$981,149.85
	9341001-SAFE NEIGHBORHOOD PARKS BOND PROGRAM - LOCAL PARK DEVELOPMENT Book Page: 195 and 606 Funding Year: Prior Years	$52,887.62
	Project Totals:	$2,813,919.46

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: Not Applicable

BID PACKAGES ISSUED: 1

BIDS RECEIVED: 1

CONTRACT PERIOD: 215 Days

CONTINGENCY PERIOD: 21 Days

IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	Yes
BASE ESTIMATE:	$2,600,116.00
BASE CONTRACT AMOUNT:	$2,516,343.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	Renovation	10%	$251,634.30	The Park and Recreation Department recommends a 10% contingency due to pending retrofit work needed to complete the unfinished project abandoned by the original contractor.
ART IN PUBLIC PLACES :	$20,573.00	0.74%		$24,410.40 of the original AIPP allowance of $44,983.40 has been allocated, leaving an amount of $20,573.00 to be allocated to the project.
PERMIT FEES :	$25,369.16	1.00%		Permit Allowance to reimburse the contractor for permit fees.
TOTAL DEDICATED ALLOWANCE:	$45,942.16			
TOTAL AMOUNT:	$2,813,919.46			

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None, RDC was recently awarded a Design-Build contract for Westwind Lakes Park at the May 6, 2008 Board of County Commissioners meeting. RDC has not previously performed work for the County. There are no prior delinquencies or violations. The Park and Recreation Department will manage the construction contract.

EXPLANATION:	The purpose of this agenda item is to: A.) recommend approval of the attached Settlement Agreement and Mutual Release between Miami-Dade County and Liberty, and B.) to recommend waiver of competitive bidding pursuant to Section 5.03D of the Home Rule Charter and Section 2-8.1B of the County Code and award a construction contract to Recreational Design and Construction (RDC) to complete the construction of a new field center, a new restroom / storage building, two soccer fields, irrigation, landscaping, two parking lots and walkways at HARP.
BID OPEN DATE:	N/A - Bid Waiver
BID BOND EXPIRES:	11/23/2008
BID VALID UNTIL:	N/A - Bid Waiver
ESTIMATED NOTICE TO PROCEED:	7/14/2008
PRIME CONTRACTOR:	Recreational Design & Construction, Inc.
COMPANY PRINCIPAL:	Joseph C. Cerrone III, Steven L. Siems
COMPANY QUALIFIERS:	Joseph C. Cerrone III
COMPANY EMAIL ADDRESS:	Joe@recreationaldesign.com
COMPANY STREET ADDRESS:	3990 Powerline Road
COMPANY CITY-STATE-ZIP:	Oakland Park, Florida 33309
YEARS IN BUSINESS:	14
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	None

SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	Comfort Tech Air Conditioning, Inc., Canseco Electrical Contractors, Inc., Pallais Construction Co. Inc., Affordable Sprinklers, E&M Plumbing, Detailed Sports Turf, Fence Connection Inc., Florida Potting Soils Inc., Gold Coast Turf, Star Paving Corp., and Custom Design Truss Co.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
STANDARD PAYMENT AND PERFORMANCE BOND:	Yes
RESPONSIBLE WAGES:	Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**TYPE**	**GOAL**	**ESTIMATED VALUE**	**COMMENT**
	CSBE	15%	$415,196.60	
	CWP	0.00%	$0.00	Not Applicable

MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME/PHONE/EMAIL:	John Gutierrez	305-755-7830	JGX@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Joel Arango	305-755-5453	Jarango@miamidade.gov

Background

Aventura Engineering & Construction Corp. (Aventura), the original contractor for the project, was terminated by the County for default on January 18, 2008. The recommended settlement agreement (Attachment 1) will settle the obligation under the original contract's payment and performance bond issued by Liberty to Aventura, naming Miami-Dade County as the Obligee.

The scope of work for the original contract awarded to Aventura - Project No. 693601-02-001, on February 8, 2006, included the construction of a new field center, a new restroom / storage building, two soccer fields, irrigation, landscaping, two parking lots and walkways. The contract amount was $2,856,088.94, of which $1,929,273.83 had been paid to the contractor prior to the termination notice.

The Department discovered deficiencies related to schedule and quality beginning in October, 2007, and notified Aventura immediately. The Department notified Aventura of the deficiencies numerous times and requested action and responses. Receiving none, the Department issued the Notice of Termination effective January 18, 2008 for Default. The construction is currently approximately 50% completed. Liberty, the contractor's bonding company, was notified of the deficiencies, including the Notice of Termination.

Under the proposed Settlement, Liberty has agreed to pay the amount of $1,779,881.99 which represents the parties' reasonable assessment of the amount owed under the bond after payment of audited subcontractor and supplier claims and other available bond expenses and defenses. The unexpended funds plus the settlement amount fully funds the cost to complete the work, resulting in no additional funding needed beyond the original contract allocation.

The Department worked in conjunction with the CAO on the termination of Aventura and the preparation of the bid waiver award. The Department is conducting an internal accounting of the invoices paid for work completed by Aventura and is initiating stricter controls and a management review process of all projects to identify contractor slippage earlier and take action to terminate and/or correct deficiencies. The bid waiver recommendation is to a firm that is uniquely qualified to complete this project by virtue of their involvement in other similar projects. The Department identified Recreational Design and Construction, Inc. (RDC) as a firm that has successfully completed comparable projects located in the cities of Doral (Doral Park) and Miami (Grapeland Park). Letters of Recommendation and a listing of similar recent projects are shown as Attachments 2 and 3, respectively. In the last three years, RDC has completed 32 park and recreation projects within Miami-Dade and Broward Counties alone, representing a public investment of over $109 million. Eight of these projects have been within Miami-Dade County and focused on important, visible park projects that had many of the same features as are proposed for HARP.

The negotiated base contract price of $2,813,919.46 has been reviewed and endorsed by the Department and the Architect of Record, Heery International, Inc. A copy of the negotiated cost breakdown is shown in Attachment 4. The recommendation is being made to expedite this project given the time the constructed elements have been exposed to the elements. The prices quoted are for the current state of the facility and further deterioration due to the continued exposure will increase the costs to complete the project. Additionally, this facility was to be completed and opened earlier this year and the Department is doing all it can to complete and deliver the facility to the public. The cost is not expected to exceed the cost of a similar project under the standard County bidding process.

The approval of this agenda item will allow the County to recover funds in the amount of $1,779,881.99 and allow the County to complete the unfinished structures and fields at HARP using RDC as its contractor, thereby delivering the project to the community in the most expeditious manner at the County's disposal. In addition to the completed negotiations with the Surety, staff conferred with the CAO and is pursuing recovery of damages from the Aventura. Liberty has filed suit to recover damages from Aventura on this project and has won a judgment in the amount $2.7M against Aventura on an unrelated project with similar circumstances.

BUDGET APPROVAL FUNDS AVAILABLE:	FOL JGM **OSBM DIRECTOR**	June 2, 2008 * **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**COUNTY ATTORNEY**	6-5-08 **DATE**
CAPITAL IMPROVEMENTS CONCURRENCE:	6/6/08 **OCI DIRECTOR**	6-6-08 **DATE**
	ASSISTANT COUNTY MANAGER	6-18-08 **DATE**
CLERK DATE		**DATE**

* S.T. SETTLEMENT AGREEMENT
RECEIPT CONFIRMATION OF FUNDS.

MEMORANDUM

(Revised)

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

DATE: July 17, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
7-17-08

RESOLUTION NO. **R-841-08**

RESOLUTION AUTHORIZING THE WAIVER OF FORMAL COMPETITIVE BID PROCEDURES, PURSUANT TO SECTION 5.03(D) OF THE MIAMI-DADE COUNTY HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT TO AWARD A CONSTRUCTION CONTRACT TO RECREATIONAL DESIGN AND CONSTRUCTION, INC. TO COMPLETE THE CONSTRUCTION OF IMPROVEMENTS TO HOMESTEAD AIR RESERVE PARK SOCCER FIELD COMPLEX AND RESTROOM STORAGE BUILDING, AND APPROVING THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN MIAMI-DADE COUNTY AND LIBERTY MUTUAL SURETY, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SUCH AGREEMENTS AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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:

Section 1. This Board finds that it is in the best interest of the County to waive formal competitive bid procedures pursuant to Section 5.03(D) of the Miami-Dade County Home Rule Charter and Section 2-8.1(B) of the County Code by a two-thirds (2/3) vote of the Board members present, and authorizes the County Mayor or his designee to execute an agreement with RECREATION DESIGN AND CONSTRUCTION, INC., in the amount of $2,813,919.46, inclusive of allowances and contingency, to complete the construction improvements for the Homestead Air Reserve Park Soccer Field Complex and Restroom Storage Building Project for and on behalf of Miami-Dade County, and to exercise any cancellation and renewal provisions and any and all other rights conferred therein.

Section 2. This Board hereby approves the attached Settlement Agreement and Mutual Release (the "Agreement") in the amount of $1,779,881.99 to Miami-Dade County, and authorizes the County Mayor or designee to execute the Agreement in substantially the form attached hereto, and to execute all other documents necessary to implement the Agreement, subject to the approval of the County Attorney as to legal sufficiency.

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:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman absent

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	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 17th day of July, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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
Monica Rizo

MIAMI-DADE COUNTY SAFE NEIGHBORHOOD PARKS BOND PROGRAM

Miami-Dade Park and Recreation Department Projects

(dollars in thousands)

Park Project	Preliminary Scope of Work *	Total Funding
Country Village	Continue park development to include lighted soccer fields, multipurpose courts, restroom/storage/concession building	$800
Cutler Ridge Neighborhood Land Acquisition	Acquire park, recreation and open space land in older neighborhoods where deficiencies of local park land exist	$1,000
Deerwood	Continue park development to include recreation building	$800
Gwen Cherry Park Expansion	Acquire park, recreation and open space land in older neighborhoods where deficiencies of local park land exist	$1,500
* HAFB Recreation Area	Initiate phase I development to include athletic fields, trails and picnicking	$4,000 *
Lakes by the Bay	Continue park development to include recreation building	$750
Miami West	Further park development to include picnic shelters, walkways and jogging paths, recreation/fitness center and courts	$2,682
Royal Colonial	Initiate development of new community park	$1,000
West Kendall	Acquire 100+ acres of park and recreation land in West Kendall area; complete Phase I District Park development of at least 100 acres to include lighted ballfields, soccer fields, restroom/concession building and maintenance facility	$9,000
Westwind Lakes	Continue development of park to include lighted soccer and multipurpose fields	$675
	LOCAL PARK DEVELOPMENT SUBTOTAL	$24,882
Goulds	Complete recreation building and upgrade other park facilities	$1,000
Highland Oaks	Continue park development to include addition to existing recreation building and walkways along Oleta River	$1,000
Kendall Indian Hammocks	Continue development of park, including community/park offices building, completion of softball complex and restroom/concession/storage building	$1,500
Millers Pond	Continue park development to include recreation building	$800
Perrine	Continue development of 10-acre addition property to include multipurpose courts, athletic fields, upgrade existing recreation center.	$750
Rolling Oaks	Complete park development, to include small community center and lighted athletic fields	$1,800
Ruben Dario	Further park development to include recreation building, additional parking, landscaping and lighting of existing ballfield	$1,000
Southern Estates	Continue park development with lighted soccer fields, tot lot and picnic shelter	$500
Southridge	Complete park development with community football/soccer stadium, recreation center, playground and athletic fields	$2,000
Tamiami	Continue park development, including soccer fields and recreation center expansion	$2,000
The Women's Park	Further development of park to include community center	$1,000
Tropical	Replace stadium field house, provide baseball complex, upgrade equestrian center and electrical utilities and provide automatic irrigation	$4,500
	LOCAL PARK IMPROVEMENTS SUBTOTAL	$17,850
Southridge Community and Aquatics Center	Develop family aquatic center	$2,000
A.D. Barnes Pool Renovation	Renovate and upgrade existing County aquatic facilities, including installation of wet playgrounds	$500
Cutler Ridge Pool Renovation	Renovate and upgrade existing County aquatic facilities, including installation of wet playgrounds	$500
Gwen Cherry Pool Renovation	Renovate and upgrade existing County aquatic facilities, including installation of wet playgrounds	$500
Norwood Pool Renovation	Renovate and upgrade existing County aquatic facilities, including installation of wet playgrounds	$500
South Miami-Dade Pool Renovation	Renovate and upgrade existing County aquatic facilities, including installation of wet playgrounds	$500
Tamiami Pool Renovation	Renovate and upgrade existing County aquatic facilities, including installation of wet playgrounds	$500
	POOL IMPROVEMENTS SUBTOTAL	$5,000
A.D. Barnes	Renovate and upgrade Leisure Access Center	$340
Benito Juarez	Install athletic field lighting, a recreational softball field and improve drainage	$300
Bunche	Enclose patio of recreation center, provide additional landscaping and automatic irrigation	$150
Carol	Replace small recreation building	$250

*Scopes of work may be modified based on refined project cost estimates

HOMESTEAD AIR RESERVE PARK
SOCCER FIELD COMPLEX AND STORAGE BLDG
PROJECT NO: 693601-02-001
(RDC) RECREATIONAL DESIGN AND CONSTRUCTION, INC.

CONTRACT AWARD BREAKDOWN	TOTAL DISTRIBUTION	SNP01 INDEX CODE CPE355935104 $ AMOUNT	WO#	SURETY SETTLEMENT FUNDS $ AMOUNT	WO#	IMPACT FEE INDEX CODE CPE343935017	WO#
BASE CONTRACT:	$ 2,516,343.00	$ 52,887.62	62588	$ 1,779,881.99	N/A	$ 683,573.39	62589
ART IN PUBLIC PLACES:	$ 20,573.00	$ -		$ -		$ 20,573.00	62590
PERMIT FEES	$ 25,369.16	$ -		$ -		$ 25,369.16	62591
IPSIG	$ -	$ -		$ -		$ -	
CONTINGENCY	$ 251,634.30	$ -		$ -		$ 251,634.30	62592
TOTAL	$ 2,813,919.46	$52,887.62		$1,779,881.99		$981,149.85	

SNP	$52,887.62
IMPACT FEES	$981,149.85
SURETY SETTELEMENT	$1,779,881.99
GRAND TOTAL	$2,813,919.46

13

Miami-Dade Parks Department

Work Order by Location & Index (CIPROJ)

Work Order Number: 62589, 62590, 62591, 62592, 62588
Location: HOMESTEAD AIR RESERVE PARK

Date Run: 6/2/2008 1:16:16 PM

Loc District	Index Code Index Type	Fund	Work Order Class	WO Type WO Status	MRC Trade	Project GOB Project Site	Description	Budget	Expenses	Balance	End Date
HOMESTEAD AIR RESERVE PARK											
09	CPE343935017 ALL	IF	62589 HARD	Capital Cap Restricted	BUDGET CONTRACTOR	693601-02-001	SOCCER FIELD COMPLEX & RESTROOM STORAGE BLDG - CONTRACTOR/PARTIAL (RDC)	$683,573.39	$0.00	$683,573.39	
09	CPE343935017 ALL	IF	62590 HARD	Capital Cap Restricted	BUDGET AIPP	693601-02-001	SOCCER FIELD COMPLEX & RESTROOM STORAGE BLDG - AIPP ALLOWANCE (RDC)	$20,573.00	$0.00	$20,573.00	
09	CPE343935017 ALL	IF	62591 HARD	Capital Cap Restricted	DES-DEV FEES	693601-02-001	SOCCER FIELD COMPLEX & RESTROOM STORAGE BLDG - CONTRACTOR PERMIT FEES (RDC)	$25,369.16	$0.00	$25,369.16	
09	CPE343935017 ALL	IF	62592 HARD	Capital Cap Restricted	BUDGET CONTRACTOR	693601-02-001	SOCCER FIELD COMPLEX & RESTROOM STORAGE BLDG - CONTRACT CONTINGENCY (RDC))	$251,634.30	$0.00	$251,634.30	
	Totals WOs for Index CPE343935017		**4**					**$981,149.85**	**$0.00**	**$981,149.85**	
09	CPE355935104 ALL	SNP-01	62588 HARD	Capital Cap Restricted	DES-DEV CONTRACTOR	693601-02-001	SOCCER FIELD COMPLEX & RESTROOM STORAGE BLDG - CONTRACTOR/PARTIAL (RDC)	$52,887.62	$0.00	$52,887.62	
	Totals WOs for Index CPE355935104		**1**					**$52,887.62**	**$0.00**	**$52,887.62**	
								Budget	**Expenses**	**Balance**	
	Totals WOs for Location HOMESTEAD AIR RESERVE PARK			**5**				**$1,034,037.47**	**$0.00**	**$1,034,037.47**	
	Grand Total :		**5**					**$1,034,037.47**	**$0.00**	**$1,034,037.47**	

ATTACHMENT 1

STIPULATION FOR SETTLEMENT

Surety:	**Liberty Mutual Insurance Company**
Principal:	**Aventura Engineering and Construction Corp.**
Obligee:	**Miami-Dade County Parks and Recreation Department**
Project:	**Homestead Air Reserve Park, Soccer Field Complex and Restroom Storage Building, Project #693601-02-001**
Bond No.:	**964007927**

THIS AGREEMENT is made this __ day of May, 2008, between Miami-Dade County Parks and Recreation Department ("the County") and Liberty Mutual Insurance Company ("Liberty") (collectively, the "Parties").

WHEREAS, on April 10, 2006, the County and Aventura Engineering and Construction Corp. ("Aventura") entered into a written contract for the provision of construction services (the "Contract") on the project commonly known as the Homestead Air Reserve Park, Soccer Field Complex and Restroom Storage Building, Project #693601-02-001" (the "Project");

WHEREAS, in connection with the Contract, Liberty, as surety, issued a single instrument Surety Performance and Payment Bond (the "Bond") on behalf of Aventura, as principal, and in favor of the County, as obligee, bearing bond number 964007927 and containing a penal sum in the amount of $2,865,088.94;

WHEREAS, by letter dated January 18, 2008, the County notified Liberty of its intent to default Aventura for abandonment, and ultimately terminated Aventura under the Contract and made demand upon Liberty to satisfy its obligations under the Bond;

WHEREAS, the Parties have engaged in discussions concerning the financial resolution of the County's claims against the Bond, and have agreed upon the terms and conditions set forth herein in full and complete resolution of such claims;

WHEREAS, the Parties recognize that this Agreement is in furtherance of the County's and Liberty's respective rights and obligations under the Contract and the Bond; and

WHEREAS, the Parties wish to memorialize their agreement.

NOW THEREFORE, in consideration of the promises, and other good and valuable consideration, and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** All recitals set forth above are true and correct and are incorporated herein by reference.

2. **Paid Payment Bond Claims.** The Parties agree that it is in the best interests of both the County and Liberty to ensure that all documented and valid payment claims by subcontractors, suppliers and materialmen against the Bond are satisfied. To date, Liberty has investigated and made payment of the following documented and valid claims:

Claimant	Amount Paid
Allied Trucking of Florida	$ 38,696.70
Adonel Concrete	$ 39,674.73
The Mobile Storage Group (*partial payment only*)	$ 683.15
HD Supply Plumbing/HVAC, Ltd.	$ 16,935.74
MPG Technical Group Corp.	$ 6,300.00
PHN Equipment, Inc.	$ 1,210.27
Allied Fastener & Tool, Inc.	$ 7,201.77
A & D Paving, Inc.	$ 83,476.72
Diligent Lawn and Pest Control, Inc.	$ 385.39
George's Crane Service, Inc.	$ 1,550.00
Glass Tech Engineering, Inc.	$ 20,156.39
C & C Concrete Pumping, Inc.	$ 4,830.00
Stock Building Supply	$ 2,661.51
Statewide Electrical Services, Inc. (*partial payment only*)	$ 35,960.28
Florida Irrigation Supply, Inc.	$ 16,829.81
Mobile Mini, Inc.	$ 2,400.89
Mobile Mini, Inc.	$ 1,394.75
Hilti, Inc.	$ 2,557.85
Total Paid Payment Claims	**$ 282,905.95**

The County acknowledges and agrees that the aforementioned payment bond claims satisfied by Liberty to date in the amount of $282,905.95 shall constitute a credit against the penal sum of the Bond, reducing Liberty's overall potential exposure under the Bond on a dollar-for-dollar basis.

3. **Pending Payment Bond Claims.** The Parties recognize that there remain several outstanding payment claims by subcontractors, suppliers and materialmen against the Bond. The outstanding payment claims are as follows:

Claimant	Amount Claimed
The Mobile Storage Group (*after partial payment of $683.15*)	$ 685.00
Comfort Tech	$ 52,154.00
ThysenKrupp Safeway, Inc.	$ 12,503.21
John Abell Corp.	$ 11,066.82
Olimar Sand & Gravel, Inc.	$ 641.47
Sunbelt Rentals, Inc.	$ 5,577.55
Gexpro	$ 6,756.08
Statewide Electrical Services, Inc. (*after partial payment of $35,960.28*)	$ 96,481.67
Sunshine Trucking of South Florida	$ 1,980.00
A.E.S. Portable Sanitation	$ 395.00
Total Outstanding Payment Claims	**$ 188,240.80**
Contingency (25%)	$ 47,060.20
Retainage to Satisfy Outstanding Payment Claims	**$ 235,301.00**

Liberty shall investigate such claims against the Bond and, to the extent that same are documented and valid, seek to resolve such claims in exchange for releases by such claimants in favor of Liberty and the County. Liberty's investigation and/or resolution of such outstanding claims shall not take more than three (3) months, provided that the claimants cooperate fully with Liberty. Any payments by Liberty in resolution of the outstanding payment claims shall constitute a credit against the penal sum of the Bond, reducing Liberty's overall potential exposure under the Bond on a dollar-for-dollar basis. Liberty shall retain the right to contest or

deny any payment claim in whole or in part, and reserves all of its rights and defenses to the payment claims as may exist under the Bond, at law, or in equity.

4. **Contract Balances.** In connection with the settlement reached between the Parties as memorialized herein, it is agreed that the County shall retain any and all available balances under the Contract between the County and Aventura, and shall be entitled to utilize such amounts in the County's absolute and sole discretion. Liberty specifically waives any rights or claim against such amounts.

5. **Bond Defenses.** In settlement of any and all pending claims, in addition to the stipulations provided in this Agreement, the County agrees to provide Liberty with a credit in the amount of $558,000 against the penal sum of the Bond, representing the County's assessment of the reasonable value of those defenses.

6. **Contract Accounting.** Based upon the foregoing recitations, the Parties hereby agree upon the following contract accounting:

Penal Sum of Bond	$ 2,856,088.94
Credit for Bond Defenses	$ (558,000.00)
Credit for Paid Payment Claims	$ (282,905.95)
Retainage for Outstanding Payment Claims	$ (235,301.00)
Remaining Balance under Bond	**$ 1,779,881.99**

7. **Settlement Payments.** Within ten (10) days of full execution of this Agreement, Liberty shall remit payment to the County in the amount of $1,779,881.99, representing the remaining balance under the Bond. Upon completion of Liberty's investigation and/or resolution of the outstanding payment claims identified in paragraph 3 hereof, Liberty shall remit to the County any balances remaining from the $235,301.00 retained to satisfy such outstanding payment claims. The only exception to this paragraph shall be that, if Liberty contests or denies any payment claims set forth in paragraph 3 above, in whole or in part, then all such sums as are contested or denied by Liberty shall be held by Liberty as retainage until such time as the claim is resolved by negotiation, litigation, ADR, or otherwise.

8. **Mutual Release.** In consideration of the Parties' mutual performance and/or payments as specified herein, each of the Parties does hereby expressly RELEASE, ACQUIT and FOREVER DISCHARGE each other of and from any and all claims, rights, demands and/or causes of action of whatsoever kind or nature which either Party has or may ever claim to have, now or in the future, against the other Party under and/or by reason of the Project, the Contract and/or the Bond, and acknowledges that the Bond is hereby rendered null and void.

9. **No Admission of Liability.** This Agreement does not constitute an admission of liability on the part of either of the Parties.

10. **No Third-Party Benefits.** This Agreement shall only extend to and be binding upon the Parties hereto and their respective successors and assigns. Nothing contained in this Agreement shall create any third party beneficiaries to other claimants under the Bond, nor confer any benefit or enforceable rights under this Agreement other than to the Parties hereto and their respective successors, assigns, and reinsurers.

11. **Integrated Agreement.** This Agreement constitutes the whole of the understanding, discussions, and agreements by and between the County and Liberty. The terms and provisions of this Agreement are contractual and not mere recitals. The Parties acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement and shall have been deemed to have merged into the Agreement.

12. **Modifications to and Interpretation of Agreement.** This Agreement may not be modified unless in writing and executed by the Parties hereto. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties, but, if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

13. **Construction of Agreement.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

14. **Admissibility of Agreement.** The Parties hereby agree that this Agreement shall be admissible into evidence in any judicial, administrative or other forum for the purpose of establishing that the Parties are hereby barred from pursuing further litigation or administrative actions as more explicitly expressed herein.

15. **Illegality.** In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

16. **Applicable Law and Venue.** The Parties hereto acknowledge and agree that this Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction and venue of a court of competent jurisdiction within Broward County, Florida. If it becomes necessary for either of the Parties hereto to apply for the enforcement of this Agreement, the Party determined to be the prevailing party shall be entitled to recover from the other Party all reasonable costs, including attorneys' fees (pre-litigation, and litigation at trial and appellate levels) and expenses associated with expert witnesses, travel, and the like. Furthermore, to the extent of any conflict between this Agreement and the underlying Contract, the Parties specifically agree to waive any contractually required mediation or arbitration provisions.

17. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same instrument. Execution of this Agreement may be made upon copies reproduced, or transmitted via facsimile, and a facsimile shall be treated as an original.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals to this Agreement the day and year first set forth above, and the individuals who execute this Agreement personally represent and warrant that they have full authority to execute this Agreement on behalf of the respective Parties.

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

LIBERTY MUTUAL INSURANCE COMPANY

By: J D Gibson
Name: James D Gibson
Title: Senior Surety Specialist
Date: May 23, 2008

L:\Clients\024-Liberty Mutual\1019- Goodwill Industries Liberty v. Aventura\Agreements\Homestead Air Reserve\Stipulation for Settlement (v.1 5-13-08).wpd

ATTACHMENT 2

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 SOUTHEAST THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301-3125 • TEL 754-321-2550 • FAX 754-321-2552

DAMIAN HUTTENHOFF
Director
Athletics & Student Activities

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
Vice Chair BEVERLY A. GALLAGHER
CAROLE L. ANDREWS
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STEPHANIE ARMA KRAFT, ESQ
ROBERT D. PARKS, Ed.D.
MARTY RUBINSTEIN

DR. FRANK HILL
Superintendent of Schools

January 12, 2006

To Whom It May Concern:

This document shall serve as a letter of reference and support for Recreational Design and Construction, Inc. (RDC).

The Broward County School Board and the City of Hallandale Beach partnered to fund a regional stadium complex at Hallandale High School. The stadium complex is designed to serve the educational and interscholastic needs of the students as well as the recreational needs of the community. The primary funding agent for the project was the School Board of Broward County. The City of Hallandale Beach served as the construction manager for the project.

The City of Hallandale Beach hired the design/build firm of Recreational Design and Construction, Inc. for the project. RDC was commissioned to design and build a state of the art facility with the following features:

- 2,500 seat ADA accessible seating
- New press box
- 8 lane, 400 meter, polyurethane track with field events constructed to National High School Federation standards
- New MUSCO lighting
- New field base and turf, graded and crowned, and
- New irrigation and drainage system

The project included the demolition and removal of existing asphalt track and existing field. RDC designed and built an excellent facility that is the pride of Hallandale Beach and the school system. The stadium complex is a first class facility that will be enjoyed by the students and community for years to come. The stadium was designed and constructed in less than a year. This letter serves as evidence that RDC is a quality company that produces quality work.

Sincerely,

Damian Huttenhoff
Director, Athletics and Student Activities

BROWARD COUNTY PROPERTY APPRAISER

LORI PARRISH

Broward County Property Appraiser

January 18, 2006

The School Board of Broward County
Attention: Mike Garretson
600 SE 3rd Avenue
14th Floor
Fort Lauderdale, FL 33301

To Whom It May Concern:

It is with great pleasure that I write this letter of recommendation on behalf of Recreational Design & Construction, Inc. RDC is an efficient, cost-effective design-build firm that is well respected for its fully accessible parks and playgrounds. In addition to completing projects on time and on budget, RDC has extensive experience in the public sector and with community service projects.

I have had the pleasure of working with Mike Rozos and Steve Siems while I was a Broward County Commissioner as well as when RDC designed and built my granddaughter's memorial, Kourtney's Korner, in St. Augustine. Kourtney's Korner is a playground accessible to children with all types of mobility impairments allowing them to use their wheelchairs and other support aids while playing. Mike and Steve contacted their suppliers who allowed us to buy equipment at cost. In addition to donating RDC's time, they donated their personal time and drove to St. Augustine to help cook and serve hot dogs at the park's opening. In fact, Mike stored 700 cupcakes in his hotel room for a day and a half prior to the event.

Recreational Design & Construction's broad range of talent, innovation and cost-savings makes it the ideal firm to design and execute recreational and public facilities. RDC's officers and employees always go the extra mile to ensure every project is a success. I highly recommend them to you.

Thank you, in advance, for your favorable consideration of RDC's proposal. If you require additional information, please do not hesitate to call me.

115 South Andrews Avenue, Room 111 • Fort Lauderdale, FL 33301 • 954-357-6830 • Fax 954-357-8474 • lori@bcpa.net

Sincerely,

Lori Parrish

Lori Nance Parrish
Broward County Property Appraiser

BROWARD COUNTY
FLORIDA

PARKS AND RECREATION DIVISION • Planning and Design
One N. University Drive, Suite 401 • Plantation, FL 33324 • 954-577-4646 • TTY 954-537-2844 • FAX 954-916-3722/1378

Winner of the National Gold Medal Award for Excellence in Park and Recreation Management
Accredited by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA)

August 31, 2005

Mr. Joseph Cerrone III, President
Recreational Design & Construction, Inc.
3990 North Powerline Road
Fort Lauderdale, FL 33309

Re: C.B. Smith Aquatics Park Renovation

Dear Joe,

It's been a long journey but we're there...finally. Just a note to express my thanks for a job well done. It was a pleasure working with you and your staff on the C.B. Smith Aquatics Park. Please relay my best wishes to all of them and everyone who took park in the record breaking task you accomplished. I hope we can work together again in the future.

Sincerely,

Bill Kristen
Project Manager
Broward County Parks and Recreation

Broward County Board of County Commissioners
Josephus Eggelletion, Jr. • Ben Graber • Sue Gunzburger • Kristin D. Jacobs • Ilene Lieberman • John E. Rodstrom, Jr. • Jim Scott • Diana Wasserman-Rubin • Lois Wexler
www.broward.org/parks

City of Hallandale Beach

CITY OF HALLANDALE BEACH
City of Choice

400 South Federal Highway
Hallandale Beach, FL 33009-6433
Phone: (954) 458-3251
Fax: (954) 457-1342

April 30, 2004

Joe Cerrone
Recreational Design & Construction, Inc.
3990 North Powerline Road
Ft. Lauderdale, FL 33309

Joe:

I wanted to take this opportunity to compliment the three members of your team most responsible for the parks improvement program we just completed here in the City of Hallandale Beach. Bill Scott, Scott Greiner and Wayne Trotter were instrumental in making these projects a success for the City and me personally. Bill helped immensely in seeing my vision of each site get articulated on the actual drawings. Scott made sure that that vision was implemented with the actual subcontractors and Wayne made sure that vision actually happened onsite. I can't tell you how much easier project management is when everyone on the contractor/engineering side is on board with what you are trying to do and is working to facilitate that.

I would appreciate if you could make sure that Bill, Scott and Wayne know how much I appreciate their help. I look forward to working with them, you and the rest of RDC's staff on many projects in the future.

Sincerely,

Jeffrey Naftal
Assistant City Manager-Operations

City of Stuart
201 SW Flagler Avenue
Stuart • Florida • 34994

Albie Scoggins, Director
Parks and Recreation Department

Telephone: (772) 288-5339
Fax: (772) 221-4799
ascoggins@ci.stuart.fl.us

December 31, 2002

Mr. Joseph Cerrone
Recreational Design and Construction, Inc.
3990 North Powerline Road
Ft. Lauderdale, FL 33309

Dear Joe:

On behalf of the City of Stuart, I would like to commend your firm for the excellent work in designing and constructing improvements to Flagler Park renovation in Downtown Stuart.

RDC took great care in facilitating our public meetings leading up to this project, incorporating our citizen's and staff recommendations and producing an excellent master plan for future improvements.

More importantly, RDC demonstrated excellent project design skills and construction management services by delivering this project on time and under budget to our City.

Once again, thank you for your excellent performance and another successful project.

Sincerely,

Albie Scoggins,
Parks and Recreation Director
City of Stuart, Florida

BROWARD COUNTY
FLORIDA

Public Works Department - Office of Transportation - TRAFFIC ENGINEERING DIVISION
2300 W. Commercial Boulevard • Fort Lauderdale, Florida 33309 • 954-484-9600 • FAX 954-735-8564

December 5, 2002

Mr. Joseph Cerrone, III
President
Recreational Design & Construction, Inc.
3990 North Powerline Road
Fort Lauderdale, Florida 33309

Subject: **Letter of Appreciation**

This letter is in appreciation of your firm's quick, friendly and cooperative working relationship in the construction of the Traffic Engineering Maintenance Facility. Specifically your firm's Project Manager ***Javier Dominguez*** and Site Superintendent ***Mark Jolly*** have demonstrated enthusiasm and motivation that are resulting in a building that we all can be proud of. Their ability to "make the best better" speaks for the quality of work that they have demonstrated on this project. Working with us to meet the project goals attests to their ability to work as a team.

We greatly appreciate the effort being put forth by your firm and its employees in completing this project successfully.

Sincerely

for Jihad El Eid, P.E.
Director

JEE/mp

Copies: Ed Maurice, P.E., Construction Management
Jack Shim, P.E., Construction Management
Henk Koornstra, P.E., Traffic Engineering
Murali Pasumarthi, Traffic Engineering

Broward County Board of County Commissioners
Josephus Eggelletion, Jr. • Ben Graber • Sue Gunzburger • Kristin D. Jacobs • Ilene Lieberman • Lori Narce Parrish • John E. Rodstrom, Jr. • James A. Scott • Diana Wasserman-Rubin
www.broward.org/traffic

PARKS AND RECREATION DEPARTMENT
CITY OF CORAL SPRINGS FLORIDA

1300 CORAL SPRINGS DRIVE
CORAL SPRINGS, FL 33071
TELEPHONE (954) 345-2107
FAX (954) 345-2111
cityinfo@ci.coral-springs.fl.us

August 8, 2000

Recreational Design & Construction, Inc.
Attn: Joseph C. Cerrone, III
3990 North Powerline Road
Fort Lauderdale, Fl. 33309

Dear Mr. Cerrone;

It is very exciting to hear that the North Community Park Project is being submitted for the 2000 National Design-Build Award Competition presented by the Design-Build Institute of America. I am very proud of the Park and appreciate the outstanding job that your company did in constructing the Park. The final product has surpassed all our expectations and goals for the facility.

When we started the process of looking for a Design-Build company to construct our park we were looking for a design that would meet the needs of our various Sports Organizations. This required some imagination and engineering skills to make it work properly. We also were looking for the park to be completed in time for our Baseball Season which started in February 2000. During your initial presentation before short listing, your conceptual drawings and time frame met what we were looking for, but we did not know if it would meet our budget. Once you were short listed in the top three and we were able to discuss the project further, it became apparent to City staff that your company was the most qualified for the job. Through further negotiations we were able to reach an agreed upon price that kept us within budget and gave us the facility we required to meet our customers needs.

Throughout the construction project you and your employees did an outstanding job of working with City staff and the City User Groups to make adjustments to assure our goals were met. The final project exceeded everyones expectations, not only are the facilities exceptional, but the project was completed ahead of schedule and within the budget.

Since the parks opening on December 31, 1999 I have received nothing but compliments on the Park. The fields drain excellently and are being used every day. Both our Soccer and Baseball programs go on and on about how great the facility is. We just completed a State Little League Baseball Tournament and the Little League District Director made a comment that these maybe the best municipal fields in Broward County. We have also received compliments from our daily patrons who use the picnic pavilions, playground and walking/jogging path. Nothing but compliment after compliment.

In conclusion I just want to say that this Park has provided the City with an outstanding Facility. It has proven that the Design-Build process works and is the best way to meet your goals for a project.

Good luck with the 2000 National Design-Build Award.

Sincerely

Rick Engle
Director of Parks and Recreation

BROWARD COUNTY
F L O R I D A

Parks and Recreation Division
950 N.W. 38th St. • Oakland Park, FL 33309-5982
(954) 357-8100 or 537-2844 (TTY) • FAX: (954) 537-2849/561-5359/537-2865

Winner of the National Gold Medal Award for Excellence in Park and Recreation Management

September 17, 1999

Joe Cerrone, President
Recreational Design & Construction, Inc.
6555 N.W. 9th Avenue, Ste. 201
Ft. Lauderdale, FL 33309

Re: T.Y. Park Castaway Island - One Year Warranty Walk Thru

Dear Joe:

The Castaway Island project truly was a gem. The end product has provided many happy and safe hours of fun for its users, not to mention the revenue gains from the facility.

At last Thursday's one year warranty walk thru, I was pleased to see a well maintained, well constructed facility. The N.B.G.S. play structures are in much better condition than the S.C.S. product used at Quiet Waters at the end of it's one year of use. Overall the design, theme, filtration system, and play components created a first rate water theme playground.

Following are a few observations that RDC will address during the "off season". No new items will be added to this list. (All corrective work to be completed by 12/29/99.)

1. The cold-joint located between the large pool shell and the concrete pool deck at the zero entry gutter drain is failing.

2. The lowest deck (green slides) of the large N.B.G.S. structure has cracks in the E.P.D. granular rubber surface coating. RDC to determine if these cracks are in the platform or only in the E.P.D. slip-resistant surface. Corrective action to be taken accordingly.

3. RDC will provide additional "shelf-pins" for use in the adjustable height shelf cabinets in the concession building.

Furthermore, RDC will research with C.E.S. the status of the interlocking of both filtration system controllers. Perhaps a conference call between C.E.S., RDC, Maureen O'Rourke, and myself would be productive. If not, please respond to this specific item in writing.

V8/RDC.601

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services
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Internet Address: www.co.broward.fl.us/parks

Castaway Island--a water theme play facility that the design/build firm, Southeast District, and T.Y. Park management staff, maintenance staff, and aquatic/concession staff can, and should, be proud of. A job well done and continued that way. Thanks.

Sincerely,

Richard Voss
Project Manager I

RV:ia

c: Parks and Recreation Division
Mike Harlan, Assistant Director
Bob Wright, Superintendent Planning and Design
Sarah Perkins, Superintendent Southeast District
Laurel Person, Assistant Superintendent
Bill Gilmartin, Maintenance Supervisor

Marsha Anderson, N.B.G.S.
Scott Granier, RDC

V8/RDC.601

VILLAGE OF WELLINGTON

Village Council
Carmine A. Priore, DDS, Mayor
Paul A. Adams, Vice Mayor
Mary K. Foster, Councilwoman
Thomas M. Wenham, Councilman
Albert P. Paglia, Councilman

Village Manager
Charles H. Lynn

September 7, 1999

To Whom It May Concern:

Recreational Design and Construction, Inc. has just completed a 1.7 million-dollar design-build renovation of our Wellington Community Center Tennis and Aquatics Center. Their presentation and attention to our projects from beginning to end were exceptional. Deadlines for the project were aggressive and they did what was needed to complete the project on time in spite of weather delays during the project.

Both projects were completed on time and within budget.

I would have no problem recommending them for projects of similar size or scope. We are currently negotiating with them for the next phase of our renovations.

Very truly yours,

Gary R Clough

Gary R. Clough
Village Engineer

14000 Greenbriar Boulevard • Wellington, Florida 33414 • (561) 791-4000 • Fax (561) 791-4045
http://www.wellvillage.com

City of Plantation

400 NW 73rd Avenue
Plantation, Florida 33317

Area Code 954
370-1050

Ron Jacobs
Councilman

Sunday, January 24, 1999

To Whom It May Concern:

Recreational Design & Construction, Inc. (RDC) has completed several projects for the City of Plantation including the construction of an Olympic sized swimming pool. They have completed these projects with competence and professionalism. RDC worked well with our time limitations and always approached inevitable problems that came up with creativity and enthusiasm. From planning to execution, I am extremely pleased with the work RDC has provided to the City of Plantation.

Very truly yours,

Ron Jacobs
Councilman

NOT PRINTED AT GOVERNMENT EXPENSE

BROWARD COUNTY
FLORIDA

Parks and Recreation Division
950 N.W. 38th St. • Oakland Park, FL 33309-5982
(954) 357-8100 or 537-2844 (TTY) • FAX: (954) 537-2849/561-5359/537-2865

Winner of the National Gold Medal Award for Excellence in Park and Recreation Management

October 13, 1998

Steve Siems, CEO
Recreational Design and Construction, Inc.
6555 N.W. 9th Avenue - Suite 201
Ft. Lauderdale, FL 33309

Re: Castaway Island Water Playground

Dear Steve:

I wanted to take this opportunity to share with you all of the compliments Broward County Parks and Recreation Division has received from elected officials and our park users concerning the new Castaway Island Water Playground at T.Y. Park. Everyone who has used this facility or seen it has been very impressed with the many features and bright colors which make it a special attraction in our regional park. This facility will be a major revenue producer for our Division, and I am sure we will be constructing others in the very near future.

In addition to the accolades we have received since its opening, I was most impressed with the behind the scenes cooperation during the actual construction of this facility. All of your staff with whom we came into contact during this period displayed a really sincere effort to make this a quality facility. I was also impressed with the day to day cooperation between our staff and your company's staff in reaching the end product of opening day.

Please share with your staff my thanks for a job well done in constructing a facility we can all be proud of.

Sincerely,

Bob Harbin
Director

BH:EG

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services
Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Ilene Lieberman Lori Nance Parrish Sylvia Poitier John E. Rodstrom, Jr.
World Wide Web: http://www.co.broward.fl.us/parks

ATTACHMENT 3

Miami-Dade County Park and Recreation Department
Bidder's Statement of Qualifications and Business References
Section 00450 – Page 1 – Question 6
Recreational Design and Construction, Inc.
Completed Projects

Miami Dade County Contracts "Yes " or "No"	Year	Contract Price	Kind of Construction	Location of Work	Names & Address of Engineer or Architect
No	2002	$ 400,000.00	Design-Build	Flagler Park Improvements West Palm Beach, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2002	$ 918,826.00	Design-Build	Lauderdale Manors Park Community Center Lauderdale, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2002	$ 71,172.00	Design-Build	NW 11 Avenue Pocket Park, Boca Raton, FL	N/A
No	2002	$ 45,612.00	Design-Build	NW 12 Avenue West Pocket Park, Boca Raton, FL	N/A
No	2002	$ 54,388.00	Design-Build	NW 12 Avenue East Pocket Park Boca Raton, FL	N/A
No	2002	$ 422,336.00	Design-Build	Palmetto Dune Park, Boca Raton, FL	N/A
No	2002	$ 228,825.00	Design-Build	Yale Newman Park, Boca Raton, FL	N/A
No	2002	$ 280,767.00	Design-Build	Golden Fig Pocket Park, Boca Raton, FL	N/A
No	2002	$ 3,500,000.00	Design-Build	Ft. Lauderdale-Hollywood International Airport Curbside Canopies Ft. Lauderdale, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2002	$ 4,000,570.00	Design-Build	Broward County Traffic Engineering Facility, Pompano Beach, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2003	$ 6,500,000.00	Design-Build	Sunset Lakes Community Center Miramar, FL	Cartaya & Associates Architects, P.A. M. Mario Cartaya, AIA 3077 E. Commercial Blvd., Suite 201, Ft. Lauderdale, FL 33308
No	2003	$ 143,000.00	Design-Build	O.B. Johnson Park Inline Skating Center Hallandale Beach, FL	Robert McDonald & Associates, P.A., Robert McDonald, AIA 3301 NE 17th Court, Ft. Lauderdale, FL 33305
No	2003	$ 111,273.00	Design-Build	Stevens Field Restroom Renovation Oakland Park, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301

Miami Dade County Contracts "Yes " or "No"	Year	Contract Price	Kind of Construction	Location of Work	Names & Address of Engineer or Architect
No	2004	$ 354,918.00	Design-Build	Lauderhill Middle School Concession Stand Lauderhill, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2004	$ 1,050,000.00	Design-Build	Driftwood Park Aquatic Facility Hollywood, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2004	$ 617,594.00	Design-Build	Peter Bluesten Park Recreation Building Improvements Hallandale Beach, FL	Robert McDonald & Associates, P.A., Robert McDonald, AIA 3301 NE 17th Court, Ft. Lauderdale, FL 33305
No	2004	$ 352,617.00	Design-Build	Ingalls Park Improvements Hallandale Beach, FL	Robert McDonald & Associates, P.A., Robert McDonald, AIA 3301 NE 17th Court, Ft. Lauderdale, FL 33305
No	2004	$ 622,881.00	Design-Build	Riverside Park Community Center Ft. Lauderdale, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2004	$ 6,350,000.00	Design-Build	CB Smith Park Aquatic Complex/ Paradise Cove Water Playground & Supporting Facilities Pembroke Pines, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2004	$ 896,913.00	Design-Build	Sunset Point Park Tamarac, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2004	$ 792,321.00	Design-Build	Hallandale Cultural Community Center Renovations Hallandale, FL	Robert McDonald & Associates, P.A., Robert McDonald, AIA 3301 NE 17th Court, Ft. Lauderdale, FL 33305
No	2004	$ 153,362.00	Design-Build	Mangonia Park Renovations Mangonia Park (Palm Beach County), FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2004	$ 147,025.00	Design-Build	ADA Restrooms at Town Center Racquet Club Boca Raton, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2004	$ 205,000.00	Design-Build	Hughes Park Improvements Ft. Lauderdale, FL	N/A

Miami Dade County Contracts "Yes " or "No"	Year	Contract Price	Kind of Construction	Location of Work	Names & Address of Engineer or Architect
No	2004	$ 175,000.00	Design-Build	Mullins Park ADA Renovations Coral Springs, FL	RWA/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2005	$ 2,884,839.00	Design-Build	Royal Oaks Sports Park Phase I Town of Miami Lakes, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2006	$ 3,399,000.00	Design-Build	Doral Meadows Park Phase I Doral, FL	Bermello-Ajamil & Partners, Inc./Architect, Eduardo. Lamas, AIA 2601 South Bayshore Drive, 10th Floor Miami, FL 33133
No	2006	$ 3,361,780.00	Design-Build	Marathon Community Park Phase II Marathon, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2006	$ 1,676,005.00	Design-Build	Hallandale High School Stadium Track Hallandale, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2006	$669,806.00	Design-Build	Botanical II Improvements & MURT Trail II Improvements Plantation, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2006	$1,289,358.00	Design-Build	Brian Piccolo Park Lighting District #5 Cooper City, FL	Walters Zackria Associates, PLLC/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2006	$558,583.00	Design-Build	McGinnis Park Improvements Plantation, FL	Walters Zackria Associates, PLLC/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2007	$12,058,462.00	Design-Build	Doral Park Doral, FL	Bermello-Ajamil & Partners, Inc./Architect, Eduardo. Lamas, AIA 2601 South Bayshore Drive, 10th Floor Miami, FL 33133

36

Miami Dade County Contracts "Yes " or "No"	Year	Contract Price	Kind of Construction	Location of Work	Names & Address of Engineer or Architect
No	2007	$14,579,063.00	Design-Build	Grapeland Heights Park Phase I Baseball Complex Miami, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2007	$8,596,682.00	Design-Build	Lakewood Park Ft. Pierce, FL	Walters Zackria Associates, PLLC/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2007	$6,624,350.00	Design-Build	Doral Meadows Park Phase II Baseball Complex & Football Fields Doral, FL	Bermello-Ajamil & Partners, Inc./Architect, Eduardo. Lamas, AIA 2601 South Bayshore Drive, 10th Floor Miami, FL 33133
No	2007	$1,347,585.00	Design-Build	Brian Piccolo Park Improvements District #5 Cooper City, FL	Walters Zackria Associates, PLLC/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2007	$1,586,203.69	Build	Florida International University Soccer Field Miami, FL	Metric Engineering, Fernando Larios 13940 SW 136th Street, Suite 200 Miami, FL 33186
No	2007	$650,000.00	Design-Build	Perrine Wayside Park Palmetto Bay, FL	Bermello-Ajamil & Partners, Inc./Architect, Eduardo. Lamas, AIA 2601 South Bayshore Drive, 10th Floor Miami, FL 33133
No	2007	$8,153,421.00	Design-Build	Palmetto Bay Park Palmetto Bay, FL	Bermello-Ajamil & Partners, Inc./Architect, Eduardo. Lamas, AIA 2601 South Bayshore Drive, 10th Floor Miami, FL 33133
No	2007	$4,316,721.00	Design-Build	Broward County Transit Support Services Facility and Site Renovations Pompano Beach, FL	Walters Zackria Associates, PLLC/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2008	$5,154,911.00	Design-Build	Little Haiti Park Phase I Soccer Field and Community Center Miami, FL	Bermello-Ajamil & Partners, Inc./Architect, Eduardo. Lamas, AIA 2601 South Bayshore Drive, 10th Floor Miami, FL 33133
No	2008	$552,280.00	Design-Build	Club 19 Racquet Club Building Pembroke Pines, FL	Cubellis, Inc./Architect Manuel Synalovski, AIA 1800 Eller Drive, Suite 500 Fort Lauderadle, FL 33316

Miami Dade County Contracts "Yes " or "No"	Year	Contract Price	Kind of Construction	Location of Work	Names & Address of Engineer or Architect
No	2008	$2,695,990.00	Design-Build	Victory Pool Renovations North Miami Beach, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2008	$1,440,000.00	Design-Build	Mitchell Moore Pool Pompano Beach, FL	N/A
No	2008	$34,600.00	Design	Artist's Village Building Phase I Pembroke Pines, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2008	$240,089.00	Design	Uleta Community Center Renovations Phase I North Miami Beach, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2008	$1,732,041.00	Design-Build	C.B. Smith Park Improvements District 5 Pembroke Pines, FL	Walters Zackria Associates, PLLC/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2008	$805,304.00	Design-Build	Markham Park Improvements District 5 Sunrise, FL	PLLC/Architect, Robert Walters, AIA 620 S.E. 1st Street, Ft. Lauderdale, FL 33301
No	2008	18,304,082.00	Design-Build	Grapeland Heights Park Phase II Aquatic Complex Miami, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134
No	2008	$1,065,735.00	Design-Build	Grapeland Heights Park Phase III Community Center Miami, FL	Corzo Castella Carballo Thompson Salman, P.A. (C3ts)/Architect, Javier Salman, AIA 901 Ponce de Leon Blvd., Suite 900 Coral Gables, FL 33134

38

ATTACHMENT 4

MIAMI DADE PARK & RECREATION
Bid Analysis
Executive Summary Official

5/30/2008

Project: P&R #693601-02-001-1 Location: Homestead Air Reserve Base		GRAND TOTAL				
Item #	Work Classification	PC2 (independent contractor)	R D C	Heery International (Architect of Record)	Difference between RDC and Heery Int	%
0	Design, Engineering, Construction Administration	$ -	$ -	$ -	$ -	0.00%
1	General Requirements	$ 484,220.00	$ 142,485.00	$130,985.00	$ (11,500.00)	-8.07%
2	Sitework & Utilities	$ 1,532,990.00	$ 1,133,487.00	$1,125,706.00	$ (7,781.00)	-0.69%
3	Concrete Work	$ 34,650.00	$ 15,200.00	$11,238.00	$ (3,962.00)	-26.07%
4	Masonry Work	$ 20,205.00	$ 3,055.00	$25,339.00	$ 22,284.00	729.43%
5	Metals	$ 22,900.00	$ 8,000.00	$0.00	$ (8,000.00)	-100.00%
6	Wood & Plastics	$ 123,713.00	$ 181,075.00	$119,326.00	$ (61,749.00)	-34.10%
7	Moisture & Thermal Protection	$ 223,395.00	$ 140,436.00	$133,076.00	$ (7,360.00)	-5.24%
8	Doors & Windows	$ 91,805.00	$ 40,335.00	$47,277.00	$ 6,942.00	17.21%
9	Interior Finishes	$ 242,980.00	$ 170,380.00	$149,516.00	$ (20,864.00)	-12.25%
10	Specialties	$ 30,590.00	$ 43,456.00	$46,654.00	$ 3,198.00	7.36%
11	Equipment	$ -	$ 1,500.00	$0.00	$ (1,500.00)	-100.00%
12	Furnishings & Furniture	$ -	$ -	$13,387.00	$ 13,387.00	0.00%
13	Special Construction	$ -	$ -	$0.00	$ -	0.00%
14	Conveying System	$ -	$ -	$0.00	$ -	0.00%
15	Plumbing & HVAC	$ 175,969.00	$ 104,290.00	$145,264.00	$ 40,974.00	39.29%
16	Electrical Work	$ 110,098.75	$ 165,000.00	$66,914.00	$ (98,086.00)	-59.45%
	Miscellaneous	$ 5,000.00			$ -	0.00%
	Contingency	$ -	$ -	$ 100,734.00	$ 100,734.00	0.00%
	Sub-Total	$ 3,098,515.75	$ 2,148,699.00	$ 2,115,416.00	$ (33,283.00)	-1.55%
	Overhead & Profit	$ 309,851.58	$ 334,338.00	$317,312.40	$ (17,025.60)	-5.09%
	Bond	$ 38,344.13	$ 27,934.17	$ 27,368.19	$ (565.97)	-2.03%
	IG Allowance	$ 6,667.93	$ 5,371.83	$ 5,166.20	$ (205.63)	-3.83%
	BASE CONTRACT	**$ 3,453,379.39**	**$ 2,516,343.00**	**$ 2,465,262.80**	**$ (51,080.20)**	**-2.03%**
	AIPP	$ 20,573.00	$ 20,573.00	$ 20,573.00		
	COST TO COMPLETE	**$ 3,473,952.39**	**$ 2,536,916.00**	**$ 2,485,835.80**	**$ (51,080.20)**	**-2.01%**
	Permit Allowance	$ 34,739.52	$ 25,369.16	$ 24,858.36	$ (510.80)	-2.01%
	Contingency Allowance	$ 345,337.94	$ 251,634.30	$ 246,526.28	$ (5,108.02)	-2.03%
	TOTAL COST	**$ 3,854,029.85**	**$ 2,813,919.46**	**$ 2,757,220.44**	**$ (56,699.02)**	**-2.01%**

The last two columns track the difference between RDC's proposal and the cost to complete estimate prepared by Heery International (Architect of Record) in dollars and percentages.

MIAMI-DADE COUNTY
MIAMI-DADE PARK AND RECREATION DEPARTMENT

BID FORM

For: **Homestead Air Reserve Park – Soccer Field Complex and Restroom Storage Bldg.**
Contract No. 693601-02-001-1

To: Miami-Dade County
Board of County Commissioners
Miami, Florida

Bid Opening Date: _____
Bid Opening Time: _____
Local Time

Gentlemen:
We Recreational Design & Construction, Inc. (954) 566-3885 (954) 566-3335
Bidder's Name Phone Number Fax Number

Company E-mail: info@recreationaldesign.com

have received, have examined and are familiar with the Contract Documents bearing the title : **Homestead Air Reserve Park – Soccer Field Complex and Restroom Storage Bldg., Contract No. 693601-02-001-1,** the forms for the Submittal of Bids and

Addendum No. _____, Dated

Addendum No. _____, Dated

Addendum No. _____, Dated

Addendum No. _____, Dated

(Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid), and have included the cost of their provisions, in our Bid. We have examined, are familiar with, and do accept the conditions of the Work site and other conditions affecting the Work.

The undersigned hereby agrees, should we be awarded the Contract on the basis of this Bid, that:

1. This Bid may be neither revoked nor withdrawn after the Bid Opening date but shall remain open for acceptance for a period of 180 calendar days following that date, except that the period of time may be extended by written agreement by and between ourselves and MDC.

2. Should we be notified in writing by mail, telegraph or hand-delivery of the acceptance of this Bid within the time set forth herein after the Bid Opening date, we will execute, within 10 calendar days after receipt of the prescribed forms, a Contract for the Work for the compensation stipulated hereinafter and within the same time period, will finish and deliver the Surety Performance and Payment Bond in the form identified in the Bid Documents, and with surety or sureties acceptable to MDC and authorized to issue surety bonds in the State of Florida. The bonds will be in an amount in accordance with Article 1.03, "CONTRACT SECURITY" of the Supplemental General Conditions. We will concurrently furnish and deliver Certificates of Insurance as stipulated in the Bid Documents.

3. We will commence contract work with adequate forces, material and equipment within 10 consecutive calendar days after the effective date of the Notice to Proceed, and will fully complete the Work within the number of days stipulated in the Bid Documents, from and including that effective date.

4. Should this Bid be accepted within the time set forth herein after the Bid Opening date and we fail to execute a Contract and to furnish and deliver the Surety Performance and Payment Bond and Certificates of Insurance, the obligation of the bid security will remain in full force and effect, and the money payable thereon shall be paid into the funds of MDC as liquidated damages, but not as a penalty, for such failure; otherwise the obligation of the Bid Bond will be null and void. We agree that the amount shown in our Bid Security is the proper compensation for damages which MDC would sustain should we fail to execute the Contract and to furnish and deliver the Surety Performance and Payment Bond and Certificates of Insurance in the event this Bid is accepted. We agree to the stipulations of the Instructions to Bidders regarding the disposition of the Bid Security.

5. We declare that the only persons and firms interested in this Bid, as principals, are those named below; that this Bid is made without collusion with any other person, firm or corporation; and that we are not included on the U.S. Comptroller General's Consolidated List of

Persons or Firms Currently Debarred for Violations of Various Public Contracts. The full names and addresses of persons and firms interested in this Bid, as principals, are as follows:

Not Applicable

The following forms must be submitted with the Bid. Failure to submit these forms with the Bid may render the Bid nonresponsive and may require its rejection in accordance with the Instructions to Bidders - Article 6 - Preparation of Bid - Paragraph B.

Bid Form **Contract No. 693601-02-001-1**
Bid Bond
Corporate Principal Certificate
Bond Certification
Bidder's (Non-Collusion) Affidavit
Local Preference
Fair Wage Affidavit
Bidder's Statement of Qualification and Business References
County Contractors Employment and Procurement Practices
Criminal Record Affidavit
Miami-Dade County Debarment Affidavit
Miami-Dade County Disclosure Affidavit
Disability Nondiscrimination Affidavit
Drug-Free Workplace Affidavit
Family Leave Plan Affidavit
Listing of First Tier Subcontractors and Suppliers Form (Fair Subcontracting Practices)
Lobbyist Registration for Oral Presentation Affidavit
Sworn Statement Under Section 287.133(3)(a) - Florida Statutes on Public Entity Crimes
Statement of Policies and Procedures for Awarding Subcontracts (See Instructions to Bidders Section).
Code of Business Ethics Affidavit
Prohibition of Contracting With The County While In Arrears Affidavit

Other Bid Requirements:

Construction Schedule (Bar Chart) (If required by Contract Specifications, Section 01310)
Florida Trench Safety Act (If applicable)
Miami-Dade County's "Cone of Silence"
Office of Miami-Dade County Inspector General (IG)
Independent Private-Sector Inspector General (IPSIG)
Clearing House for Posting Notice of Job Opportunities

DBD Requirements (to be submitted with the Bid)

Schedule of Intent – (DBD Form 400)
For projects which contain goals or are "Set-Aside" for CSBE Contractors, submit (1) Schedule of Intent - (DBD Form 400) for each CSBE subcontractor on the project.

(See CSBE Program Requirements – Participation Provisions).

(Note: Complete instructions for preparation and submission of Bids is contained in the Instructions to Bidders portion of the Bid Documents).
The Contractor agrees to abide by the provisions of the Contract Specifications regarding minimum Community Small Business Enterprise Contractor and Subcontractor Goals, proposed below by the Contractor as a percentage of the total Contract Sum and accepted by the County and which are established for this Project as follows:

CSBE Contractor/Subcontractor participation : **15%**

The Contractor also agrees to abide by the provisions of the Contract Specifications regarding Section 2-11.16 of the Code of Miami-Dade County – Responsible Wages.

PENALTIES PURSUANT TO ORDINACE 90-143 – Damages in the amount of $200.00 per day for each individual violation of Ordinance No. 90-143, may also be withheld from the Contract Sum due to the Contractor, as further described in the Supplementary Conditions.
Should we be awarded the Contract on the basis of this Bid, we will furnish and install all products; furnish all services, labor, tools, equipment, supplies and transportation; and do the Work in accordance with the Contract Documents for the following prices:

PROJECT TITLE: Homestead Air Reserve Park Soccer Field and Parking Lot Contract No 693601-02-001-1

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN **215** CALENDAR DAYS AFTER THE EFFECTIVE DATE OF NOTICE TO PROCEED.

Item No.	Description	Estimated Quantity	Unit	Total Price
01000.00	General Requirements			$ 166,137.00
02000.00	Sitework			$ 1,327,475.00
03000.00	Concrete			$ 17,801.00
04000.00	Masonry			$ 3,577.00
05000.00	Metals			$ 9,368.00
06000.00	Wood and Plastics			$ 212,064.00
07000.00	Thermal and Moisture Protection			$ 164,472.00
08000.00	Doors, Windows and Glass			$ 47,237.00
09000.00	Finishes			$ 199,539.00
10000.00	Specialties			$ 50,893.00
11000.00	Equipment			$ 1,770.00
12000.00	Furnishings			$
13000.00	Special Construction			$
14000.00	Conveying Systems			$
15000.00	Mechanical			$ 122,138.00
16000.00	Electrical			$ 193,872.00

GRAND TOTAL **$ 2,516,343.00**

GRAND TOTAL BID PRICE, THE SUM OF **Two Million Five Hundred Sixteen Thousand Three Hundred Forty Three Dollars**

$ **2,516,343.00**

THE BIDDER UNDERSTANDS AND AGREES THAT THE ABOVE GRAND TOTAL IS INCLUSIVE OF ALL WORK NECESSARY TO COMPLETE THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS, AND IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO ENTER INTO AND EXECUTE THE CONTRACT WITH THE NECESSARY BOND AND ACCEPT THE ABOVE TOTAL PRICE AS FULL COMPENSATION FOR THE WORK PERFORMED UNDER THIS CONTRACT.

TRENCH SAFETY ACT COMPLIANCE REQUIREMENT; CONTRACTORS STATEMENT: (If Applicable)

A. The current trench safety standards in effect are Occupational Safety Health Administrations (OSHA) excavation safety standards 29 C.F.R. part 1926.650 subpart P, and have been incorporated as the state standard.

We will use:

(X) Sloping ( ) Shoring ( ) Trench Box ( ) Other Methods (Specify Which) to comply with the 1990 "Trench Safety Act"

B. The cost of compliance with this trench safety act is included as a part of the lump sum of unit price proposal under section 02000.00 Sitework, on the Bid Form contained in the bid package.

C. The cost of complying with this requirement is:

1. Cost per Linear Feet of trench excavation $ 30.00/LF

2. Cost per Square Feet of shoring used $ 45.00/SF

When Bidder is an Individual:

In witness whereof, the Bidder hereto has executed this Bid Form this __ day of _____ 20___.

_____ By: _____
Witness (Signature of individual)

_____ By: _____
Witness (Print name of individual)

_____
(Address)

_____
(City, State, Zip Code)

ACKNOWLEDGEMENT:

STATE of _____)ss.:

COUNTY of _____)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ by _____
(Date) (Affiant)

He/She is personally known to me or has presented _____ as identification
(Type of Identification)

Notary Public _____ _____ _____ _____
(Signature of Notary) (Serial Number) (Expiration Date) (State)

_____
(Print or Stamp Name of Notary)

Notary Seal:

46

When the Bidder is a sole proprietorship or operates under a trade name:

In witness whereof, the Bidder hereto has executed this Bid Form this __ day of _____ 20___.

_____ By: _____
Witness (Signature of individual)

_____ By: _____
Witness (Print name of individual)

_____
(Address)

_____
(City, State, Zip Code)

ACKNOWLEDGEMENT:

STATE of _____)ss.:

COUNTY of _____)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ by _____
(Date) (Affiant)

He/She is personally known to me or has presented _____ as identification
(Type of Identification)

Notary Public _____ _____ _____ _____
(Signature of Notary) (Serial Number) (Expiration Date) (State)

_____
(Print or Stamp Name of Notary)

Notary Seal:

When the Bidder is a Partnership:

In witness whereof, the Bidder hereto has executed this Bid Form this __ day of _____ 20___.

_____ By: _____
Witness (Signature of individual)

_____ By: _____
Witness (Print name of individual)

_____
(Address)

_____
(City, State, Zip Code)

ACKNOWLEDGEMENT:

STATE of _____)ss.:
COUNTY of _____)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ by _____
(Date) (Affiant)

He/She is personally known to me or has presented _____ as identification
(Type of Identification)

Notary Public _____ _____ _____ _____
(Signature of Notary) (Serial Number) (Expiration Date) (State)

_____
(Print or Stamp Name of Notary)

Notary Seal:

When Bidder is a Corporation:

In witness whereof, the Bidder hereto has executed this Bid Form this 22nd day of May, 2008

Recreational Design & Construction, Inc.
(Printed name of Corporation)

Florida
(Printed State of Incorporation)

(CORPORATE SEAL) By: _____
(Signature of President or Vice-President & capacity)

Steven B. Westervelt, Secretary
(Printed name of Secretary or Assistant Secretary & capacity)

3990 North Powerline Road, Fort Lauderdale, FL 33309
(Business Address of Corporation)

ACKNOWLEDGEMENT:

STATE of Florida)ss.:

COUNTY of Broward)

Before me personally appeared Joseph C. Cerrone, III, as President, to me well known or has presented _____ (Type of Identification) as identification and Steven B. Westervelt (Type of Identification) as Secretary, to me well known, or has presented _____ (Type of Identification) as identification and known to me to be the person described in and who executed the foregoing instrument as Joseph C. Cerrone, III President and Steven B. Westervelt as Secretary of the above name Recreational Design & Construction, Inc. a Corporation, and severally acknowledged that they executed such instrument as such President and _____ Secretary, respectively, of said corporation, and that the seal affixed to the foregoing

instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on May 22, 2008 (Date) by Joseph C. Cerrone, III (Affiant)

He/She is personally known to me or has presented _____ (Type of Identification) as identification

Notary Public Stephanie J. Allen (Signature of Notary) DD 45563 (Serial Number) July 27, 2009 (Expiration Date) Florida (State)

Stephanie J. Allen (Print or Stamp name of Notary)

Notary Seal: STEPHANIE J. ALLEN
Notary Public - State of Florida
My Commission Expires Jul 27, 2009
Commission # DD 455363
Bonded By National Notary Assn.

When Bidder is a Joint Venture:

_____ (Printed name of Joint Venture)

_____ (Business address of Joint Venture)

Note: Complete in accordance with Article 6.A.1.c.7 of the Instructions to Bidders.

05/22/2008 13:04 FAX

002

ATTACHMENT 5

Dept. of Business Development
Project Worksheet

Project/Contract Title:	HOMESTEAD AIR RESERVE PARK, SOCCER FIELD COMPLEX AND RESTROOM STORAGE BUILDING (SIC 15)			**RC Date:**	05/14/2008
Project/Contract No:	693601-02-001-1	**Funding Source:**		**Item No:**	3-04
Department:	PARKS & RECREATION	SNP		**Resubmittal Date(s):**	02/23/2005
Estimated Cost of Project/Bid:	$2,787,444.00				
Description of Project/Bid:	TO ESTABLISH A CONTRACT FOR THE CONSTRUCTION OF A NEW FIELD CENTER, A NEW RESTROOM STORAGE BUILDING, SOCCER FIELDS, IRRIGATION, LANDSCAPING, TWO PARKING LOTS AND WALKWAYS				

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	14.54%

Reasons for Recommendation

An analysis of the factors contained in Section VI C of Administrative Order 3-22 indicate that a 15% CSBE goal is appropriate for this project in the trade categories of Concrete Contractors (concrete - .55%); Carpentry Contractors (doors & windows, woods & plastics - 5.91%); Excavation Contractors (excavation .90%); Masonry and Stone Contractors (masonry - 1.10%); Painting and Wall Covering Contractors (finishes - 2.04%), Electrical Contractors (electrical - 2.25%); and Plumbing, Heating and Air-Conditioning Contractors (plumbing, heating, A/C - 1.80%).

This project was previously submitted before the 02/23/2005 Review Committee with a 22% CSBE goal. The Department of Parks and Recreation terminated the original contractor, Aventura Engineering & Construction Corporation (AECC) for default and abandonment on January 18, 2008. The Department of Parks and Recreation is seeking a waiver of competitive bidding through Board resolution and Development Agreement, and award to Recreational Design and Construction.
AECC, has been paid $752,225.09 for work performed on this project. As a CSBE certified firm, AECC has performed $329,878.26 (11%) to be utilized towards the 22% goal. In order to preserve the commitment of meeting the original 22% CSBE goal, a 15% CSBE goal is recommended, bringing the total CSBE participation to 26%.
***The estimated cost of this project is based on the base estimate and contingency allowance.

CWP Not Applicable: Not in DTA

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Carpentry Contractors	CSBE	$164,737.94	5.91%	21
Concrete Contractors	CSBE	$15,219.44	0.55%	40
Excavation Contractors	CSBE	$24,975.50	0.90%	24
Masonry and Stone Contractors	CSBE	$30,661.88	1.10%	20
Painting and Wall Covering Contractors	CSBE	$56,863.86	2.04%	47
Electrical Contractors	CSBE	$62,717.49	2.25%	51
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	$50,173.99	1.80%	33
	Total	$405,350.11	14.54%	

Living Wages: YES [ ] NO [ ] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [ ] NO [X]
Responsible Wages: YES [X] NO [ ] **Building:** YES [X] NO [ ]

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

DBDR0090 v 2005-01

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Development
Project Worksheet

Project/Contract Title:	HOMESTEAD AIR RESERVE PARK, SOCCER FIELD COMPLEX AND RESTROOM STORAGE BUILDING (SIC 15)		**RC Date:** 05/14/2008
Project/Contract No:	693601-02-001-1	**Funding Source:**	**Item No:** 3-04
Department:	PARKS & RECREATION	SNP	
Estimated Cost of Project/Bid:	$2,787,444.00		**Resubmittal Date(s):** 02/23/2005

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ **Goal** 15% CBE **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date 5/14/2008 — County Manager — Date

DBDR3090 v 200510

PARK BENEFIT DISTRICT NO. 3 LOCAL PARK DEVELOPMENT **PROJECT # 9340281**

DESCRIPTION: Acquire and develop park land within PBD 3

LOCATION: Park Benefit District 3
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8 , 9
DISTRICT(s) SERVED: 8 , 9

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Park Impact Fees	14,948	1,800	0	0	0	0	0	0	16,748
TOTAL REVENUE:	**14,948**	**1,800**	**0**	**0**	**0**	**0**	**0**	**0**	**16,748**

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Land/Bldg. Acquisition	2,200	0	0	0	0	0	0	0	2,200
Planning and Design	775	200	200	200	0	0	0	0	1,375
Construction	4,625	2,300	2,148	2,100	0	0	0	0	11,173
Project Contingency	500	500	500	500	0	0	0	0	2,000
TOTAL EXPENDITURES:	**8,100**	**3,000**	**2,848**	**2,800**	**0**	**0**	**0**	**0**	**16,748**

SAFE NEIGHBORHOOD PARKS BOND PROGRAM - LOCAL PARK DEVELOPMENT **PROJECT # 9341001**

DESCRIPTION: Acquire and develop various local parks

LOCATION: Unincorporated Miami-Dade County
Unincorporated Miami-Dade County

DISTRICT LOCATED: Unincorporated Municipal Service Area
DISTRICT(s) SERVED: Unincorporated Municipal Service Area

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Safe Neigh. Parks (SNP) Proceeds	24,882	0	0	0	0	0	0	0	24,882
TOTAL REVENUE:	**24,882**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24,882**

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Land/Bldg. Acquisition	7,905	0	0	0	0	0	0	0	7,905
Planning and Design	1,995	329	0	0	0	0	0	0	2,324
Construction	10,100	2,553	2,000	0	0	0	0	0	14,653
TOTAL EXPENDITURES:	**20,000**	**2,882**	**2,000**	**0**	**0**	**0**	**0**	**0**	**24,882**

ATTACHMENT 7

Memorandum

MIAMI-DADE COUNTY

Date: May 30, 2008

To: Jack Kardys, Director
Parks & Recreation

From: Penelope Townsley, Director
Small Business Development

Subject: CSBE Compliance Review for Project No. 693601-02-001-1 Homestead Air Reserve Park, Soccer Field Complex and Restroom Storage Building

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The Department of Small Business Development (SBD) has completed its compliance review for the above-referenced project with the Community Small Business Enterprise (CSBE) Program. The contract measure applicable to this project is a 15% CSBE goal.

The Construction Contracts Section of the Parks & Recreation Department has submitted bid documents from Recreational Design and Construction for compliance review.

Recreational Design and Construction has submitted the required Schedule of Intent (SOI) Affidavit forms committing to utilize Star Paving Corp., a certified CSBE firm, to perform stripping, marking, signage and curb work at 1.2 %; Florida Roofing Solutions, Inc., a certified CSBE firm, to perform metal roofing work at 3.8%; Fence Connection Inc., a certified CSBE firm, to perform fence and gates work at .8%; Comfort Tech A/C, Inc., a certified CSBE firm, to perform HVAC mechanical work at 2.2%; Canseco Electrical, a certified CSBE firm, to perform electrical work at 6.6%; and Pallais Construction, a certified CSBE firm, to perform ceramic tile work at .9%. The CSBE certified firms listed above have signed their respective SOI Affidavit forms confirming the information listed Recreational Design and Construction has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CSBE program. The Construction Contracts Section of the Parks & Recreation Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Keva L. Pace at (305) 375-3137.

PT: klp

cc: Andrew Burgess, P&R
John Gutierrez, P&R
James Vose, SBD
Patrice King, SBD
File