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

Memorandum

MIAMI-DADE COUNTY

Date: December 7, 2010

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-1176-10

Subject: Amendment Number One to Professional Service Agreement with URS Corporation Southern for Engineering Construction Management Services for Trail Glades Range, Project No: A05-PARK-03 GOB 44-70154, 70763; Contract No: 490601-05-003

Recommendation

It is recommended that the Board approve Amendment Number One to Miami-Dade County Park and Recreation Department (MDPR) Project No. A05-PARK-03, GOB 44-70154, 70763 Contract No: 490601-05-003, with URS Corporation Southern (URS) for Trail Glades Range improvements (Attachment A). The amendment increases the total contract value by $346,715, from $804,026 to $1,150,741, and amends Article 2.02.A of the Professional Services Agreement (PSA) (Attachment B) to correct a Scrivener's error.

Scope

Trail Glades Range is located in Commission District 12. The improvements to Trail Glades Range will provide regional facilities of county-wide significance.

Fiscal Impact/Funding Source

The funding source for the contract is Building Better Communities (BBC) General Obligation Bonds (GOB) allocated to BBC GOB Project No. 44, Trail Glades Range, index code CPD044PR1780; GOB Significant Modification reallocated interest proceeds from Project No. 322, "Northside Police Station" to Project No. 44, "Trail Glades Range", approved under Resolution No. R-708-10 (Attachment C); and $18,769.25 of South Florida Water Management District (SFWMD) funds. There is no increase in County debt service and there is no increase in the operating or capital obligations on current or future County budgets from this contract amendment.

Track Record/Monitor

MDPR's Project Management Division Chief will monitor this agreement.

Background

Due to the age and deterioration of one of the existing culverts that bridge the C-4 Canal at the entrance to Trail Glades Range, the SFWMD rejected efforts to repair the culvert and required its replacement. This recommendation includes the design of the bridge culvert replacement and will allow MDPR to expedite its design, permitting, and construction process. Delays will be avoided to ongoing improvements that include the park office, pro shop, classroom and restroom building, sewer pump station, infrastructure work and reconstruction of the entrance roadway in a cost effective, timely and efficient manner.

Additionally, during the design phase concerns were identified that would impact the operational and revenue producing ability of the range if scope and phasing modifications were not implemented. An example of such concerns includes the use of the Range by law enforcement agencies. Therefore, the recommended increases will allow MDPR to

incorporate scope changes and proceed with a phased development of the site improvements. It will also allow MDPR to better address the very complex site conditions, including unanticipated platting requirements, storm water management, and extraordinary environmental permitting requirements.

MDPR is recommending an increase to the Total Contract Value in the amount of $346,715, from $804,026 to $1,150,741, to address changes in design and address extra-ordinary permitting requirements. MDPR also recommends amending Article 2.02.A the PSA contract to correct a scrivener's error, replacing "8.09M" with "5.03A" to properly refer to the appropriate article of the contract. The last sentence of Article 2.02A will then read: "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 5.03."

MDPR recommends an increase of $192,300 to the Base Contract Amount, from $644,000 to $836,300, and an increase of $154,415 to the Reimbursable Services allowance, from $85,000 to $239,415, for the reasons described below:

- An increase of $192,300 to the Base Contract Amount for additional design and construction administration services to comply with SFWMD's permitting requests for a culvert replacement at the entrance to Trail Glades Range over the C-4 Canal

- An increase of $154,415 to the Reimbursable Services allowance to address the extra-ordinary regulatory requirements related to site conditions and uses of this park, including unanticipated platting requirements, complex environmental permitting, and storm water management plan requirements

SFWMD has agreed to provide funding for the culvert gates and ancillary equipment in an amount not to exceed $157,946.88. Of this amount, $18,769.25 is for design; the remainder is for bidding, construction and construction management. This reimbursement agreement with the SFWMD is provided for your consideration under the same agenda.

No additional time on this amendment is being requested for this additional scope of work. The PSA appeared on the Department of Small Business Development's (SBD) Review Committee agenda on March 15, 2006 and was assigned a Community Business Enterprise (CBE) goal of "No measure" (Attachment D). This PSA Amendment No. 1 was reviewed and approved by SBD on August 23, 2010 with the original goal of no measure.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: December 7, 2010

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

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

Please note any items checked.

_____ "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

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

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

✓ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(B)
12-7-10

RESOLUTION NO. R-1176-10

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION SOUTHERN FOR TRAIL GLADES RANGE IMPROVEMENT ARCHITECTURAL AND ENGINEERING SERVICES, PROJECT NO. A05-PARK-03 GOB 44-70154, 70763, INCREASING THE CONTRACT AMOUNT BY $346,715; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI DADE COUNTY AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes 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 approves Amendment No. one to the Professional Services Agreement between Miami-Dade County and URS Corporation Southern, for Project No. A05-PARK-03 GOB 44-70154, 70763 in substantially the form attached hereto and made part hereof; increasing the contract amount by $346,715 and authorizes the County Mayor or County Mayor's designee to execute such contract amendment on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner José "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Audrey M. Edmonson	**absent**	Carlos A. Gimenez	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Joe A. Martinez	**aye**	Jean Monestime	**aye**
Natacha Seijas	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. 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: **DIANE COLLINS**
Deputy Clerk

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

Monica Rizo

MIAMI-DADE COUNTY, FLORIDA

ATTACHMENT A

PARK AND RECREATION DEPARTMENT

AMENDMENT TO ORIGINAL PROFESSIONAL SERVICE AGREEMENT

AMENDMENT NO: 1 **CONTRACT NO:** 490601-05-003 **DATE:** 7/21/2010

PROJECT TITLE: Trail Glades Range

TO CONTRACTOR: URS Corporation Southern 7650 Corporate Center Drive, Suite 401 Miami, Florida 33126

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: The Department is recommending an increase to the Total Contract Value in the amount of $346,715, from $804,026 to $1,150,741, to address changes in design and address extra-ordinary permitting requirements. The Department also recommends amending Article 2.02.A of the Professional Services Agreement (PSA) to correct a Scrivener's error, replacing "8.09M" with "5.03A" to properly refer to the appropriate article of the contract. (Continued below)

Monetary Justification: The Department recommends an increase of $192,300 to the Base Contract Amount, from $644,000 to $836,300, and an increase of $154,415 to the Reimbursable Services allowance, from $85,000 to $239,415, for reasons described below:

An increase of $192,300 to the Base Contract Amount for additional design and construction administration services to comply with SFWMD's permitting req (Continued below)

Time Justification: No additional time on this amendment is being requested for this additional scope of work

This amendment includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	$804,026.00
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$804,026.00
COST OF CHANGES WITH THIS DOCUMENT	$346,715.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$1,150,741.00
PERCENT INCREASE WITH THIS CHANGE	43%
TOTAL PERCENT INCREASE TO DATE	43%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	2190 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	219 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	2409

CERTIFYING STATEMENT: *I hereby certify that the changes and supporting cost data included is, in my considered opinion, necessary and accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit of competitive bidding.*

Approved: ENGINEER OR CONSULTING ENGINEER _____ Date: 7·26·10

Recommended By: PROJECT MANAGER _____ Date: 7/27/10

TO BE FILLED OUT BY PARK AND RECREATION DEPARTMENT

FUNDS BUDGET CODE CPA044PR1780, CPC044PR1780, CDP044PR1780, CPA044PR6642

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION: _____ Date: 8-11-2010

Accepted By:

Organization	Name	Title	Date
URS Corp. Southern	Michael Nardone	Vice President	7·26·10

Title	Name	Date

Reviewed By: **Chief, Project Management Division** _____ _____

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Approved By: **Director, Park and Recreation Department**		8/16/10
Approved By: **Director, SBD**	for PT	8/23/10
Approved By: **Director, OSBM**		8/26/10
Approved By: **County Attorney**		
Approved By: **County Manager**		
Attested By: **Clerk of the Board**		

Description of work authorized: (Continued)

. The last sentence of Article 2.02A will then read: "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 5.03."

Monetary Justification: (Continued)

uests for a culvert replacement at the entrance to Trail Glades Range over the C-4 Canal. The SFWMD has agreed to provide funding of $18,769.25 for design of the culvert gates and ancillary equipment.

An increase of $154,415 to the Reimbursable Services allowance to address the extra-ordinary regulatory requirements related to site conditions and uses of this park, including unanticipated platting requirements, complex environmental permitting, and storm water management plan requirements.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

ATTACHMENT B

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 (Consultant's 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 13th day of Nov. 2006 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 URS Corporation Southern, hereinafter called the Consultant, for the following Project:

Professional Services Agreement For Trail Glades Range
Project No. A05-PARK-03
(490601-05-003)

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, design and construction administration for building construction and renovations; park improvements including shooting range construction and renovation; environmental permitting and mitigation for the Trail Glades Range, located at 17601 SW 8th Street, Miami, Florida. Due to the specialties inherent with the design of an outdoor shooting range, the design team must be familiar with the design criteria required by sanctioning bodies for all shooting sports, and must be familiar with environmental permitting and mitigation.

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 if Ordinance No. 73-77 – 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 Ordinances, and Resolutions include, but are not limited to (Refer to Section 8.09.B):

Ordinance No. 90-143—Responsible Wages and Benefits;

Ordinance No. 97-215—Inspector General

Resolution R-516-96—Independent Private-Sector; Inspector General (IPSIG) Services;

Ordinance No. 73-77 — Art in Public Place.

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

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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

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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

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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.

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 insure 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)

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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.~~ 5.03

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 associated with contamination assessment/monitoring, remedial action plan design and implementation of remedial action plan.

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.

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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 if one is established for such purposes otherwise, Reimbursable Expenses will be paid from the Allowance Account referenced in Section ~~8.09M.~~ 5.03.A

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: RDG Schutte, Wilscam, Birge, Inc.

Consulting Service: Gun Range Designer

Firm Name: C. Vargas and Associates, Ltd.

Consulting Service: Gun Range Designer

Firm Name: Indigo Service Corporation

Consulting Service: Architecture

Firm Name:

Consulting Service:

Firm Name:

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Consulting Service: _____

Firm Name: _____

Consulting Service: _____

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.

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.

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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, 5.01A, of this Agreement called the "Basic Fee".

5.01.A) **Percentage of Construction Cost**

5.01.A.1 A fee of **11.5%** based on the "Applicable Construction Cost Factor", as defined below, for construction of the project, said percent being hereinafter called the "Basic Fee". If the Owner authorizes an increase in the scope of the project or the Total allocated funds for construction of the Project, the Basic Fee will be adjusted and made part of this Agreement.

a. The "Applicable Construction Cost Factor" for Phase I, II, III, IV shall be the Total Allocated Construction Funds or the Consultant's estimate of probable construction cost, whichever is lower, less the construction contingency, as identified on the Work Order.
b. The "Applicable Construction Cost Factor" for Phase V shall be the "Actual Construction Cost". The "Actual Construction Cost" does not include any unused portion of the construction Contingency Allowance, compensation of the Consultant, the cost of land, right-of-way, and works of art and other costs that are the responsibility of the Owner.

5.01.B) **Agreed Lump Sum**

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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 **$644,000.00**.

5.01.C) Multiple of Direct Salary Expense

Fees calculated on an hourly basis shall be a multiple of **2.85** 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 **2.10**. 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 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.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.

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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/REIMBURSABLE EXPENSES FEE/DEDICATED ALLOWANCES

5.02.A) At the discretion of the Owner, the Consultant may be authorized to perform Reimbursable Expenses described under Section 2.03 of this Agreement.

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

If the Owner and Consultant cannot agree on a lump sum for Additional Services as described in Article 5.01.A, 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.

5.02.C) The Owner as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses on a direct cost basis.

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5.03) DEDICATED ALLOWANCES

5.03.A) The aggregate sum for all payments to the Consultant for Reimbursable Expenses authorized on this Project shall be limited to **$85,000.00.**

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) 25% upon completion and approval of Phase II (Design Development)

6.01.A.3) 45% upon completion and approval of Phase III (50% Documents)

6.01.A.4) 70% upon completion and approval of Phase III (100% Documents, submittal of required renderings and permitting and Dry Run)

6.01.A.5) 75% 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/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 WAIVER OF LIABILITY

8.01.A) The Consultant shall indemnify and hold harmless the Owner and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Owner or its officers, employees, agents, or instrumentalities

may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Consultant or its employees, agents, servants, partners, principals, or subcontractors. 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 one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. 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

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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: Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for six (6) years from the effective date of this Agreement or until completion of the warranty period.

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

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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 agrees to abide by Miami-Dade County Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Agreement, including but not limited to:

8.09.B1) Ordinance No. 72-82- Conflict of Interest Ordinance. As amended by Ordinance No. 00-01 and Ordinance No. 00-46

8.09.B2) Ordinance No. 77-13- Financial Disclosure

8.09.B.3) Ordinance No. 73-77 - Art in Public Place (See 8.09.G for additional information).

8.09.B.4) Ordinance No. 82-37 Affirmative Action Plan

8.09.B.5) Ordinance No. 90-133—Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender

8.09.B.6) Ordinance No. 90-143 - Responsible Wages and Benefits

8.09.B.7) Ordinance No. 91-142 - Family Leave, as Amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00

8.09.B.8) Ordinance No. 92-15 - Drug-free Work place, as Amended by Ordinance No. 00-30

8.09.B.9) Ordinance 94-73—Value Analysis and Life-Cycle Costing

8.09.B.10) Ordinance No. 95-178—Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award

8.09.B.11) Ordinance No. 97-35 Fair Subcontracting Practices as amended by Ordinance No. 98-124.

8.09.B.12) Ordinance No. 97-67—Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services

8.09.B.13) Ordinance No. 97-104 – Listing of Sub Contractors and Suppliers on County Contracts

8.09.B.14) Ordinance No. 97-172 and Administrative Order 3-26 — amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services

8.09.B15) Ordinance No. 97-215 Inspector General

8.09.B.16) Ordinance No. 98-30 – County Contractors Employment and Procurement Practices

8.09.B.17) Ordinance No. 98-106—Cone of Silence

8.09.B.18) Ordinance No. 99-5—Domestic Violence Leave

8.09.B.19) Ordinance No. 99-152—False Claim Ordinance

8.09.B.20) Ordinance No. 99-162—Precluding entities who are not current I their obligations to the County from receiving new contracts or purchase orders

8.09.B.21) Ordinance No. 00-18 - Debarment

8.09.B.22) Ordinance No. 00-67—Prohibition of contracting with individuals and entities while in arrears with the County, as amended by Resolution R-531-00

8.09.B.23) Ordinance No. 00-85 – Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance

8.09.B.24) Ordinance No. 00-96 – Code of Business Ethics: Ordinance amending Section 2-9.1(i) of the Miami-Dade County Code

8.09.B.25) Ordinance No. 01-103 and Administrative Order 3-32 — Community Business Enterprise Program.

8.09.B.26) Resolution R-1049-93—Affirmative Action Plan Furtherance and Compliance

8.09.B.27) Resolution R-385-95—Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00

8.09.B.28) Resolution R-516-96 and Administrative Order 3-20 — Independent Private Sector Inspector General (IPSIG) Services

8.09.B.29) Resolution R-994-99—Code of Business Ethics

8.09.B.30) Resolution R-185-00—Domestic Violence Leave requirements are a condition of award

8.09.B.31) Resolution R-744-00—Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project.

8.09.B.32) Administrative Order-3-26—Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the Consultant's obligation hereunder.

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8.09.B.33) Administrative Order-3-39— Acquisition of Professional Services.

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

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The Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG 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 IG, the Consultant shall make all requested records and documents available to the IG 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 IG 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 IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG 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

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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 IG 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 IG 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

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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 Department of Business Development, 111 N.W. 1st Avenue, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibits "A" titled "Monthly 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 **ALLOWANCES/CONTINGENCY ORDINANCE No. 00-65**

This project is a Professional Services Agreement for the design of a facility on public property; therefore an estimated Allowance Account of **$64,400.00** is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee and additional/reimbursable service fees.

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.

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8.10.C) The aggregate sum of all payments for fees and costs, including dedicated allowances to the Consultant under this Agreement shall not exceed **$729,000.00.**

8.10.D) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for six (6) years from the effective date of this Agreement or until completion of the warranty period.

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 by resolution of the Board of County Commissioners of Miami-Dade County or pursuant to provisions of Ordinance 00-104, the Expedite Ordinance.

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.

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Trail Glades Range
A05-PARK-03

WHEN THE CONSULTANT IS A CORPORATION

Attest:
Assistant Secretary: _____ Signature

URS CORPORATION SOUTHERN
Legal Name of Corporation

By: Kristin L. Jones
Legal Name

_____ Signature

_____ (Corporate Seal)

Michael J. Nardone, Vice President
Legal Name and Title

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: _____ Signature

By: _____ Signature

Date Signed: _____

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Trail Glades Range
A05-PARK-03

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: Approved as to Form and Legal Sufficiency:

_____ _____
Risk Management Division **Assistant County Attorney**

Date: 05/23/06 Date: 8/28/06

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:

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Trail Glades Range
A05-PARK-03

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

(Seal)

HARVEY RUVIN
Clerk of the Court

By: _____
Clerk of the Board

Date: 11/13/06

GEORGE 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

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

ATTACHMENT C

Memorandum

MIAMI-DADE COUNTY

Date: July 8, 2010

Agenda Item No. 5(E)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-708-10

Subject: Significant Modification reallocating interest proceeds from Building Better Communities General Obligation Bond (BBC-GOB) Project No. 322 – "Northside Police Station" to fund a budget shortfall for Project No. 44 – "Trail Glades Range" and also modifying funds allocated to each of these projects.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution: (1) approving a significant modification to Building Better Communities General Obligation Bond (BBC GOB) Project Nos. 322 – "Northside Police Station", identified in Appendix A to Resolution No. R-915-04 (Attachment 1), and to BBC GOB Project No. 44 - "Trail Glades Range", identified in Appendix A to Resolution No. R-913-04 (Attachment 2), to revise the BBC-GOB funds allocated to each project and to revise the project description of Project No. 44 to include infrastructure restoration; and (2) authorizing the use of interest earnings, previously allocated by the Board on July 21, 2009 to BBC GOB Project No. 322 – "Northside Police Station" via Resolution No. R-944-09 (Attachment 3), to BBC GOB Project No. 44 - "Trail Glades Range" in order to fund an estimated $1.1 million budget shortfall, all in accordance with Implementing Order (IO) 3-47.

Item	Original BBC Project	Modified BBC Project
Project Name	Northside Police Station	No change
Project Number	322	No change
Project Description	"Expansion and renovation of the Northside Police Station"	No change
BBC funding allocation	$13.52 Million (Original project allocation of $10 million plus $3.52 million from BBC GOB interest earnings approved by the Board on July 21, 2009 via Reso R-944-09)	$11.02 Million (Reduction of $2.5 million from previously-allocated interest proceeds [$1.1 million to be reallocated to Project No. 44 and $1.4 million to be returned to GOB Interest fund])

Item	Original BBC Project	Modified BBC Project
Project Name	Trail Glades Range	No change
Project Number	44	No change

Item (cont.)	Original BBC Project	Modified BBC Project
Project Description	"Area-wide park improvements including building and range construction and renovation, mitigation, and land acquisition"	"Area-wide park improvements including building and range construction and renovation, mitigation, infrastructure restoration and land acquisition"
BBC funding allocation	$8.0 Million	$9.1 Million

Scope

The Trail Glades Range is a county-wide facility located in Commission District 12. The park is located at 17601 S. W. 8th Street. The Northside Police Station is located in Commission District 2 and will primarily serve residents within Commission District 2 and small portions of Commission Districts 3 and 5. The station is located at 799 NW 81st Street.

Fiscal Impact/Funding Source

The BBC-GOB proceeds currently allocated to Project No. 44 – "Trail Glades Range" and Project No. 322 – "Northside Police Station" are $8 million and $13.52 million, respectively. This item would reduce the allocation to Project No. 322- "Northside Police Station" by $2.5 million for a new allocation of $11.02 million, and the $2.5 million would, in turn, be reallocated to Project No. 44 – "Trail Glades Range" and back to the GOB Interest Fund. Specifically, this item would increase the allocation to Project No. 44 – "Trail Glades Range" by $1.1 million for a new allocation of $9.1 million and would return $1.4 million to the GOB Interest Fund for a total of $1.5 million in available funds. An analysis of the fiscal impact of this commitment of funds has been conducted, and there is no substantive increase in the operating or capital obligations on current or future County budgets. The added scope of Project No. 44 provides for infrastructure rehabilitation, and will have no operating budget impact. The capital funding derives from interest revenues from prior BBC GOB bond sales, and results in no increase in debt service. The index code under which the capital funds will be budgeted is CPD044PR1780.

Track Record/Monitor

The implementing entities for these projects will be the Miami-Dade County Park and Recreation Department (MDPR) for Project No. 44 – "Trail Glades Range" and the General Services Administration (GSA) for Project No. 322 – "Northside Police Station". The monitoring entity will be the Office of Capital Improvements (OCI), George Navarrete, Interim Director.

Background

On November 2, 2004 voters overwhelmingly approved the referendum to fund more than 300 capital improvements throughout the County over the next 15 to 20 years. Appendix A to each resolution approving the referendum question listed projects eligible for funding from the BBC GOB Bond Program by number, name and project description. All additions, deletions and significant modifications to individual projects require a majority vote of the BCC following a public hearing. BBC GOB Project No. 322 – "Northside Police Station" was a project listed in Appendix A to Resolution No. R-915-04 and BBC GOB Project No. 44 – "Trail Glades Range" was a project listed in Appendix A to Resolution No. R-913-04.

On July 21, 2009, the Board approved the allocation of $3.52 million in BBC-GOB interest earnings to Project No. 322 – "Northside Police Station" to cover a projected budget shortfall. This action revised the original allocation for Project No. 322 from $10 million to $13.52 million. Subsequent to the approval of this interest earnings allocation, bids were received for Project No. 322 – "Northside Police Station" and, due to the competitive nature of the current construction market, these bids were lower, as was the final contract award amount, than anticipated thereby negating the need for all of these interest earnings. These interest earnings are now available for reallocation from BBC GOB Project No. 322 and the Miami-Dade Park and Recreation (MDPR) has identified a projected budget shortfall for Project No. 44 – "Trail Glades Range". The tables above reflect the recommended funding for these two projects, including the amounts that would be utilized from BBC-GOB Program interest earnings.

Trail Glades Range is a regional special activity park and an asset to Miami-Dade County. The BBC-GOB allocation of $8 million is funding significant range improvements, a clubhouse building, supporting improvements to the roadway, parking and sewer and the acquisition of approximately 20 acres of land to expand the park.

In 2007, the culvert structure spanning the Tamiami Canal and bearing the only access road to Trail Glades Range was found to be structurally degraded. MDPR designed repair plans involving reinforcement of the culvert structure. However, during permitting through the South Florida Water Management District (SFWMD), MDPR was informed that the existing culvert, composed of two 72" pipe culverts, did not meet current SFWMD standards, and required replacement with a bridge or a box culvert. The culvert replacement is a requirement of the SFWMD as a condition to obtain permits for capital improvements presently under design in furtherance of the Trail Glade Range General Plan. The estimated total project cost for the selected alternate, a box culvert, is $1.1 million. Additionally, MDPR will design and construct water control slide gates and other elements to be paid by and for the benefit of the SFWMD. Since the original discovery of the degradation of the culvert structure, MDPR has reduced the width of the roadway from two lanes to a single lane, such that the current traffic flow requires inbound and outbound traffic to share one lane.

The culvert replacement project was not within the scope of the BBC GOB project, and the funding necessary to design and construct the project is not within the capacity of the original BBC-GOB allocation and thus a significant modification to Project No. 44 – "Trail Glades Range" to add "infrastructure restoration" to the Project Description is needed. Further, no other funding is presently available to MDPR. Therefore, increasing the BBC GOB allocation of Project No. 44 – "Trail Glades Range" to $9.1 million with $1.1 million of interest earnings and modifying the project description is appropriate. The need for surplus funds to cover budget shortfalls for multiple projects exceeds the available surplus funds, and the application for the funds has been evaluated against the evaluation factors identified in Implementing Order 3-47. The third evaluation factor contained in IO 3-47 asks whether the project will have a positive impact on safety of a particular facility or area. Here, the project will indeed have a positive impact on the safety of the Trail Glades Range because the existing culvert has been reduced to one lane for access off of US-41/Tamiami Trail, creating a risk of vehicle accidents. Development of the project will restore two-lane access and eliminate an unsafe condition, and supports future development consistent with the approved General Plan for the Range.

The balance of the interest earnings that are now being removed from Project No. 322 – "Northside Police Station" in the amount of $1.4 million would be placed back into the GOB Interest Fund.

This item was reviewed by the BBC-GOB Citizens' Advisory Committee at their meeting on May 3, 2010 and was forwarded for consideration by the Board with a favorable recommendation.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 8, 2010

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

SUBJECT: Agenda Item No. 5(E)

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(E)
7-8-10

RESOLUTION NO. R-708-10

RESOLUTION APPROVING SIGNIFICANT MODIFICATION TO BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NOS. 322 – "NORTHSIDE POLICE STATION", AS IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-915-04 TO DECREASE ALLOCATION BY $2,500,000 AND 44 – "TRAIL GLADES RANGE", AS IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-913-04 TO INCREASE ALLOCATION BY $1,100,000 TO BE FUNDED BY INTEREST EARNINGS GENERATED FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BONDS, SERIES 2005, AFTER PUBLIC HEARING; AND APPROVING USE OF SUCH SURPLUS FUNDS TO FUND BUDGET SHORTFALL FOR PROJECT NO. 44 – "TRAIL GLADES RANGE", IN ACCORDANCE WITH IMPLEMENTING ORDER 3-47

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference ("Manager's Memorandum"),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the significant modification to: (a) Building Better Communities General Obligation Bond ("BBC GOB") Program Project No. 322 - "Northside Police Station" ("Project No. 322"), as identified in Appendix A to Resolution No. R-915-04; and (b) BBC GOB Project No. 44 - "Trail Glades Range" ("Project No. 44"), as identified in Appendix A to Resolution No. R-913-04, all as described in the Manager's Memorandum, after a public hearing.

Section 2. This Board hereby approves the use of $1,100,000 to fund budget shortfalls in Project No. 44, all as more fully described in the Manager's Memorandum, which budget

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shortfall shall be funded from interest earnings generated from the Building Better Communities General Obligation Bonds, Series 2005.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2010. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Monica Rizo

MR

Approved _____ Mayor
Veto _____
Override _____

ATTACHMENT 1

Special Item No. 4
7-20-04

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

RESOLUTION NO. R-915-04

RESOLUTION PROVIDING FOR HOLDING OF GENERAL OBLIGATION BOND SPECIAL ELECTION IN MIAMI-DADE COUNTY, FLORIDA, ON NOVEMBER 2, 2004 WITH RESPECT TO AUTHORIZATION OF NOT EXCEEDING $341,087,000 GENERAL OBLIGATION BONDS OF SAID COUNTY TO CONSTRUCT AND IMPROVE PUBLIC SAFETY FACILITIES

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") finds it necessary and appropriate and in the best interest of the County to hold a special election to authorize the issuance of General Obligation Bonds (the "Bonds") of Miami-Dade County in an amount not to exceed $341,087,000, as needed, in series from time to time, which Bonds will be secured by the full faith and credit of the County; and

WHEREAS, proceeds from such Bonds will be used for various, unfunded capital projects that have been identified and delineated in Appendix A, attached to this Resolution; and

WHEREAS, issuing such Bonds will stimulate the County economy and provide employment; and

WHEREAS, upon approval by the electors of the County to issue the Bonds, the Board will enact Bond ordinances authorizing the issuance of the Bonds so approved; and

WHEREAS, the Board intends, to the extent possible, that the debt service millage required to pay the debt service on the Bonds shall not exceed the current debt service millage in any year while the Bonds are outstanding and the total principal amount of the Bonds has been fixed with that intention in mind,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The preamble to this Resolution and the County Manager's memorandum accompanying this Resolution are approved and incorporated by reference in this Resolution.

Section 2. A General Obligation Bond Special Election shall be held on Tuesday, November 2, 2004, for the purpose of submitting to the qualified electors of the County the questions stated in the Notice of General Obligation Bond Special Election set forth below in Section 3 of this Resolution.

Section 3. Notice of said General Obligation Bond Special Election shall be published in The Miami Herald, a newspaper of general circulation in Miami-Dade County, Florida, at least twice, once in the fifth week and once in the third week prior to the week in which the election is to be held, the date of first publication in said newspaper to be at least thirty days before said election, which notice shall be substantially in the following form:

NOTICE OF GENERAL OBLIGATION BOND SPECIAL ELECTION
BUILDING BETTER COMMUNITIES
To be Held On
TUESDAY, NOVEMBER 2, 2004
MIAMI-DADE COUNTY, FLORIDA

A General Obligation Bond Special Election will be held on Tuesday, November 2, 2004, for the purpose of submitting to the qualified electors of Miami-Dade County, Florida, the following question:

MEMORANDUM

Amended
Special Item No. 4

TO:	Honorable Chairperson Barbara Carey Shuler, Ed. D. and Members, Board of County Commissioners	**DATE:**	July 20, 2004
FROM:	George M. Burgess County Manager	**SUBJECT:**	Resolution Approving a Special Election for the *Building Better Communities* Bond Program – To Construct and Improve Public Safety Facilities
	R#915-04		

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the placement of the *Building Better Communities* General Obligation Bond Program (Program) ballot question authorizing funding for projects to construct and improve public safety facilities on the November 2, 2004, ballot. If approved by the Board and the voters, the referendum will allow the County to construct and improve public safety and security facilities including courts, detention centers, animal shelters and ocean lifeguard facilities (see Appendix A). This resolution will allow the County to issue General Obligation Bonds in an amount not to exceed $341.087 million over a multi-year period to fund improvements to the County's infrastructure and address a number of quality of life issues in our community. Legislation creating interlocal agreements with the municipalities and establishing a Program Advisory Committee will be forwarded to the Board upon approval of the program by the electorate. Individual debt issuances will also be subsequently forwarded for Board approval.

BACKGROUND

The recommended Program will provide the County with the capability of responding to the community's longstanding unfunded capital infrastructure needs in a comprehensive manner. The attached recommended list of projects provides a multi-faceted approach which addresses the need for facilities and infrastructure as well as economic development concerns. Since our Community Small Business Enterprise and Community Workforce regulations will apply to the *Building Better Communities* projects, it is anticipated that the Program will contribute to our economy by generating a large number of jobs as well as many new and meaningful business development and training opportunities in our local community.

A comprehensive report detailing our efforts to assemble a balanced *Building Better Communities* Program is presented under separate cover. The attached resolution and corresponding project recommendations further refine the proposed Program by incorporating the Board's input from the June 24, 2004 General Obligation Bond Workshop as well as subsequent individual follow-up meetings with Board members.

We have a unique opportunity to move forward with this Program at this time. Existing debt from the Decade of Progress Bond Program, the Criminal Justice Bond Program and the Safe Neighborhood Parks Bond Program is being retired allowing capacity for future bond issuances while maintaining a flat millage rate for debt service. Finally, placement of the ballot question on an already scheduled General Election allows us to avoid incurring the considerable costs that would be associated with a separate election.

Therefore, it is respectfully requested that the Board approve the attached resolution and allow the electorate to vote on critical capital improvement issues impacting the future of Miami-Dade County.

Assistant County Manager

BUILDING BETTER COMMUNITIES
CONSTRUCT AND IMPROVE PUBLIC SAFETY FACILITIES

To promote public safety by constructing and improving detention centers, justice centers, courthouses, police, fire and lifeguard stations, and new animal care and control facilities, described in Resolution No. 915-04, adopted July 20, 2004, shall Miami-Dade County issue General Obligation Bonds to pay cost of such projects in a principal amount not exceeding $341,087,000, bearing interest not exceeding maximum legal rate, payable from ad valorem taxes?

_____FOR BONDS

_____AGAINST BONDS

The polls at said election will be open from 7:00 o'clock A.M. until 7:00 P.M. of the same day. All qualified electors of the County shall be entitled to vote at said special election.

Said General Obligation Bond Special Election will be held at the established polling places in the several precincts, respectively, in the County as established for County-wide general elections.

Miami-Dade County shall be authorized to issue the bonds covered by the question hereinabove set forth if such issuance as to such question shall have been approved by vote of a majority of the qualified electors of Miami-Dade County voting thereon.

By order of the Board of County Commissioners of Miami-Dade County, Florida.

_____
Clerk of the Board of County Commissioners of
Miami-Dade County, Florida

Section 4. Touch Screen Voting Machines shall be used at such special election, and the ballot question shall appear in substantially the form set forth in the Notice of General Obligation Bond Special Election in Section 3 of this Resolution.

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Section 5. The question shall appear on the touch screens ballot as a separate question. Those qualified electors desiring to approve the issuance of bonds shall be instructed to vote "FOR BONDS". Those qualified electors desiring to disapprove the issuance of bonds shall be instructed to vote "AGAINST BONDS".

Section 6. Absentee paper ballots may be used by qualified electors of the County for voting on the question at said election. The form of such absentee ballot shall be in accordance with the requirements prescribed by the general election laws, and shall have printed thereon the question hereinabove set forth, with proper place for voting either "FOR BONDS" or "AGAINST BONDS" following the statement of the question aforesaid.

Section 7. A sample ballot showing the manner in which the question aforesaid shall appear on the touch screen ballot at this special election shall be published and provided in accordance with the applicable provisions of the general election laws.

Section 8. This special election on the question aforesaid shall be held and conducted in accordance with the applicable provisions of the general laws relating to special elections and the provisions of the Miami-Dade County Home Rule Charter. The County Manager, the Finance Director, the Supervisor of Elections and the Clerk of the County Commission are hereby authorized and directed to take all appropriate actions necessary to carry into effect and accomplish the provisions of this Resolution. This special election shall be a nonpartisan election. Inspectors and clerks to serve as election officials in connection with this special election shall be appointed in accordance with the provisions of the general election laws.

Section 9. This special election shall be canvassed by the County Canvassing Board as provided under the election laws of this State, in accordance with the provisions of Section 2.07 of the Home Rule Charter.

Section 10. All proceeds of the sale of the Bonds shall be delivered to the Finance Director of the County who shall deposit those proceeds in appropriate construction fund trust accounts, not to be commingled with other funds of the County, to be disbursed solely for the purposes set forth in this Resolution. The County, itself or through independent auditors, shall have the right at all times to audit the books and records of all beneficiaries who receive proceeds from the sale of the Bonds.

Some projects listed in Appendix A of this Resolution may be the subject of contractual agreements between the County and the external agencies receiving the Bond proceeds to pay the cost of such projects. Such agreements shall provide the terms and conditions for the County to release Bond proceeds to the agency and such other requirements as the County shall deem appropriate. In the event that an agency fails, without adequate reason, to commence acquisition, planning, design or construction of a project within six (6) months of the receipt of County approval to proceed with such project, the County shall have the option of reallocating the Bond proceeds earmarked for such project to any other projects listed in Appendix A falling within the same ballot category.

All additions, deletions and significant modifications to individual projects or to Appendix A shall require a majority vote of the Board after public hearing.

Section 11. Bond proceeds in an amount not to exceed 3% of the principal amount of the Bonds shall be used to pay administrative expenses associated with managing the Bond program. The Finance Director will deposit these funds in a separate Bond Administrative Expense Fund.

Section 12. The Bonds are part of an overall Bond Program pursuant to which the County is proposing to issue up to $2,925,750,000 in General Obligation Bonds ("Bond

Program") upon voter approval. The intent of the County is to include a combined municipal and UMSA component ("Municipal Component") in the Bond Program totaling 10% of the Bond proceeds, net of issuance costs. The formula used for distribution of proceeds is based on a weighted formula 75% on population and 25% on contribution to the tax roll (based on June 1, 2004 figures) as compared to the total population and property tax roll figures for the entire County. The data for this distribution was based upon most recent Census figures as provided by the Miami-Dade County Planning Department and tax roll figures as provided by the Miami-Dade County Property Appraiser. Should a municipality incorporate after passage of this Bond program, it may petition the Board for a portion of any unallocated Bond proceeds that had been apportioned to local projects in the UMSA area then contained in such municipality. Not all of the individual components of the Bond Program will include a Municipal Component but in the aggregate, the overall Bond Program will include a Municipal Component that equals 10% of the Bond Program.

It is the intent of the County that the balance of the bond proceeds from the Bond Program net of cost of issuance (90%) shall be used for projects of countywide and/or regional significance.

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

Dr. Barbara Carey-Shuler, Chairperson **aye**
Katy Sorenson, Vice-Chairperson **aye**

Bruno A. Barreiro	**aye**	Jose "Pepe" Diaz	**aye**
Betty T. Ferguson	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**absent**	Jimmy L. Morales	**aye**
Dennis C. Moss	**aye**	Dorrin D. Rolle	**aye**
Natacha Seijas	**nay**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 2004. 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.

Gerald T. Heffernan

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

CONSTRUCT AND IMPROVE PUBLIC SAFETY FACILITIES

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
170 & 171	UMSA	CW	**Animal Services Building Expansion and Electrical Upgrades**	Construct additional kennel facilities at the existing facilities and install an emergency generator at the Animal Services complex and provide upgrades to complete the facility's electrical service.	7401 NW 74 Street	**$2,0**
172	TBD	CW	**New Animal Shelter**	Construct a new animal shelter.	TBD	**$5,0**
173	Various - Miami & UMSA	CW	**Haulover Beach and Crandon Park Fire Rescue**	Construct two beach facilities to accommodate beach rescue functions, one at Crandon Park and the other at Haulover Beach.	Crandon and Haulover Beaches	**$3,0**
174	Miami	CW	**Downtown Government Center Fire Alarm System**	Replace the fire alarm systems in downtown County buildings, and install automated external defibrillators (AED's) at the Plaza Center, Main Library, Miami Art Museum, Central Support Facility and Stephen P. Clark Center (SPCC). These facilities serve over 12,000 daily visitors and staff and 30,000 transit riders accessing the Government Center Station.	Various	**$3,0**
175	Miami	CW	**Medical Examiner Building**	Refurbish or replace building and equipment throughout facility to ensure continuity of this critical County function. Includes major HVAC equipment, emergency generator and fuel tank, and primary lab systems. This is a mission critical facility that must remain online at all times, particularly during natural disasters and other emergencies.	1851 Bob Hope Road	**$3,2**
176	Miami	CW	**SPCC Facility Refurbishment (Stairwell & Elevators)**	Pressurize the east stairwell and service elevator vestibules, to keep smoke and other noxious fumes out of these critical emergency evacuation paths during an emergency. The SPCC is a 30 story facility with 2,800 employees and provides a myriad of County services to more than 2,000 daily visitors. In excess of 30,000 daily transit riders use the Government Center Station located inside the Center.	111 NW First Street	**$1,2**

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
177	Various	CW	**Fire Code Requirements in GSA Buildings**	Remove all non plenum-rated cables in the Courthouses, Libraries, County Hall and Commission Chambers. National Fire Protection codes and the National Fire Protection Association codes require that all data, electrical, television, and telephone cabling that is not plenum-rated are safety hazards due to their flammability and toxicity. All such cables must be removed.	Various	**$1,400**
178	Miami	CW	**Abatement of Hazardous Materials In County Buildings**	Abatement of lead, asbestos and other hazardous materials in mechanical and common areas in buildings older than fifteen years, such as the Dade County Courthouse, Criminal Courthouse, Community Action Agency and others.	Various	**$1,200**
179	Miami	CW	**Miami-Dade Plaza Security Operations Enhancement**	Replace security infrastructure in the "Security Operations Center." Includes recorders, alarm monitoring and reporting equipment, cameras, fiber connections and software necessary to monitor alarms and dispatch security forces. Improvements will also provide remote capability to allow monitoring from remote locations particularly during disaster response.	101 West Flagler Street	**$600**
180	TBD	CW	**Additional Courtrooms And Administration Facilities**	Expansion of court facilities in accordance with the master plan.	TBD	**$90,000**
181	Miami	CW	**Miami-Dade County Courthouse HVAC Repairs**	Replace or refurbish severely obsolete and failing mechanical/heating ventilation air-conditioning (HVAC) systems, improve indoor air quality and reduce operating costs. Replace aging chilled water lines and valves and clean, sanitize and/or replace air ducts. This is the main Civil Courthouse built in 1925 and registered as a historical site. The Dade County Courthouse is a 27-story building employing more than 700 and servicing over 1,200 daily visitors.	73 West Flagler Street	**$5,700**
182	CW	CW	**Gerstein Justice Building HVAC Repairs**	Modernize electronic controls, retrofit lighting, and upgrade restroom ventilation. Replace interlocking ceiling tile system. This is the main Criminal and Traffic Courthouse. The Richard E. Gerstein building is a nine-story building employing over 2,000 and servicing over 10,000 daily visitors. Replace or refurbish mechanical/HVAC systems, in order to improve air quality and reduce operating costs.	1351 NW 12 Street	**$3,900**

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
183	Miami	CW	**Gerstein Justice Building Modernization of Security and Elevator Systems**	Refurbish and modernize this facility, updating elevator controls to increase efficiency, as well as card access systems, security cameras and recorders. This is the main Criminal and Traffic Courthouse. The Richard E. Gerstein building is a nine story building employing over 2,000 and servicing over 10,000 daily visitors.	1351 NW 12 Street	**$1,800**
184	Miami	CW	**Miami-Dade County Courthouse Electrical System Refurbishment**	Upgrade electrical systems to meet Building code. Electrical wiring and panels are more than 50 years old. This is the main Civil Courthouse built in 1925 and registered as a historical site. The Dade County Courthouse is a 27 story building employing over 700 and servicing over 1,200 daily visitors.	73 West Flagler Street	**$2,800**
185	Miami	CW	**Miami-Dade County Courthouse Plumbing Riser Refurbishment**	Replace sanitary and domestic piping. Piping date back to the 1920's, and are in need of replacement. This is the main Civil Courthouse built in 1925 and registered as an historical site. The Dade County Courthouse is a 27-story building employing over 700 and servicing over 1,200 daily visitors.	73 West Flagler Street	**$9,600**
186	UMSA	CW	**Joseph Caleb Center Facility Refurbishment**	Refurbish interiors (walls, carpeting, ceilings) in common areas and tenant spaces in the tower. Enclose main lobby atrium to provide climate control and protection from the elements. This is a seven story building that employs 350 and provides daily services to over 5,000 customers. The Joseph Caleb Center provides critically needed services to local community residents as well as social and government programs.	5400 NW 22 Avenue	**$600**
187	Miami	CW	**Gerstein Justice Building Elevator Addition**	Add elevator and provide various upgrades to the building to improve the movement of the public within the building. The Richard E. Gerstein building is a nine story building employing over 2,000 employees and servicing over 10,000 daily visitors.	1351 NW 12 Street	**$3,000**
188	Miami	CW	**Miami-Dade County Courthouse Refurbishment Of Emergency Systems**	Replace existing emergency generator with larger unit, to handle fire pump (for emergency sprinklers) and increased emergency lighting. Upgrade drainage system in basement. Install 88 water saving restroom fixtures. This is the main Civil Courthouse built in 1925 and registered as a historical site. The Dade County Courthouse is a 27 story building employing more than 700 employees and servicing over 1,200 visitors daily.	73 West Flagler Street	**$800**

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
189	Miami	CW	**Public Defender Building Facility Refurbishment**	Refurbish existing storage areas and replace undersized mechanical equipment throughout the building as needed to increase efficiency, enhance comfort, and reduce noise.	1320 NW 14th Street	**$1,100**
190	Miami	CW	**Graham Building Exterior Repairs**	Exterior repairs, sealing, grouting and painting to protect deteriorating seals and finish of facade.	1350 NW 12th Avenue	**$500**
191	Miami	CW	**Dade County Courthouse Facility Refurbishment**	Refurbish decades-old courtrooms, update electronics, and replace cracked and broken sidewalk pavers. This is the main Civil Courthouse built in 1925 and registered as a historical site. The Dade County Courthouse is a 27 story building employing over 700 employees and servicing over 1,200 visitors daily.	73 West Flagler Street	**$800**
192	North Miami	CW	**North Dade Justice Center Facility Refurbishment**	Repair/replace building equipment, refurbish and modernize facility, including exterior painting, limited window replacement, sealing of exterior, carpet replacement, cooling tower replacement, and installation of Closed Circuit Television System (CCTV). There is also a Division of Motor Vehicles office located in the building allowing residents to renew their driver's licenses. The North Dade Justice Center provides services to over 3,000 daily customers.	15555 Biscayne Blvd.	**$500**
193	Miami	CW	**Mental Health Facility**	To free up jail space and provide and effective and cost efficient alternative facility to house the mentally ill as they await a trial date.	2200 NW 7 Avenue	**$22,100**
194	UMSA	CW	**Construct a New Detention Center**	Construct a detention center with 2,000 new jail beds and support facilities.	SW 8 St & Krome Avenue	**$90,000**
195	CW	CW	**Pre-Trial Detention Center (PTDC) and Turner Guilford Knight Correctional Center (TGK) Renovations**	Renovate the Pre-Trial Detention Center (PTDC) to comply with its 40-year recertification requirement including improvements to the medical clinic, expanding its support of the criminal courthouse, and complete major renovations at the correctional facilities.	1321 NW 13 Street/7000 NW 41 Street	**$47,000**
322	CW	CW	**Northside Police Station**	Expansion and renovation of the northside police station.	2950 NW 83 Street	**$10,000**
196	Hialeah Gardens	12	**Hialeah Gardens - Facility Improvements**	Construct a 2,000-square-foot Police Sub-Station in the Town of Hialeah Gardens.	TBD	**$800**

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
197	Miami Lakes	13	**Miami Lakes - Construct Mini Police Station**	Construction of a mini Police Station for Town of Miami Lakes Police Department.	TBD	**$50**
198	Miami Beach	Various - 4 & 5	**Miami Beach - Fire Station # 2 EOC and Historic Renovation**	New Construction of new and renovated fire facilities and a Category Five Emergency Operation Center (as a part of the County's Emergency Operations Center system) and Renovation of Historic Fire Station.	2300 Pinetree Drive	**$2,00**
199	Miami Beach	Various - 4 & 5	**Miami Beach - Fire Station # 4**	Demolition of condemned Fire Station and construction of a new Fire Station.	7940 Collins Avenue	**$1,00**
200	Coral Gables	Various - 6 & 7	**Coral Gables - Homeland Security**	Retrofit and modify existing municipal buildings to provide for building security.	Various	**$1,50**
201	UMSA	UMSA	**Unincorporated Municipal Service Area - Bomb Disposal Range**	Develop a site for detonation of explosive devices and neutralization of volatile chemicals.	TBD	**$50**
202	UMSA	UMSA	**Unincorporated Municipal Service Area - Driving Range**	Construct a new driving course for Basic Law Enforcement classes and incorporate defensive driving tactics, officer safety and driving skills courses.	TBD	**$2,3**
203	UMSA	UMSA	**Unincorporated Municipal Service Area - Emergency Generators For District Stations**	Replace old emergency generators at district police stations.	Various	**$8**
204	UMSA	UMSA	**Unincorporated Municipal Service Area - Emergency Operations Center Renovations**	Enhance all back-up electrical systems at the Emergency Operations Center.	8700 SW 56 Street	**$2**
205	UMSA	UMSA	**Unincorporated Municipal Service Area - Homeland Security - Building Enhancements**	Increase homeland security structural defense at the Police Headquarters Complex and district stations.	Various	**$8**
206	UMSA	UMSA	**Unincorporated Municipal Service Area - Homeland Security - Tactical Equipment**	Increase homeland security capabilities by acquiring the necessary police tactical equipment.	UMSA	**$8**

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
207	TBD	UMSA	**Unincorporated Municipal Service Area - Specialized Patrol Canine/Equine Facility**	Construct a 6,100 square-foot police canine/equine training and office facility, horse pasture, equine stable and care area, canine training, boarding area, parking and training circle.	TBD	**$1,31**
			Bond Issuance Cost To Construct and Improve Public Safety Facilities	The costs to issue bonds for public safety facilities.		**$17,48**
					TOTAL	**$341,0**

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Note: Allocation shown in nominal value.

Approved _____ Mayor
Veto _____
Override _____

ATTACHMENT 2

Special Item No. 2
7-20-04

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

RESOLUTION NO. R- 913-04

RESOLUTION PROVIDING FOR HOLDING OF GENERAL OBLIGATION BOND SPECIAL ELECTION IN MIAMI-DADE COUNTY, FLORIDA, ON NOVEMBER 2, 2004 WITH RESPECT TO AUTHORIZATION OF NOT EXCEEDING $680,258,000 GENERAL OBLIGATION BONDS OF SAID COUNTY TO CONSTRUCT AND IMPROVE PARK AND RECREATIONAL FACILITIES

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") finds it necessary and appropriate and in the best interest of the County to hold a special election to authorize the issuance of General Obligation Bonds (the "Bonds") of Miami-Dade County in an amount not to exceed $680,258,000, as needed, in series from time to time, which Bonds will be secured by the full faith and credit of the County; and

WHEREAS, proceeds from such Bonds will be used for various, unfunded capital projects that have been identified and delineated in Appendix A, attached to this Resolution; and

WHEREAS, issuing such Bonds will stimulate the County economy and provide employment; and

WHEREAS, upon approval by the electors of the County to issue the Bonds, the Board will enact Bond ordinances authorizing the issuance of the Bonds so approved; and

WHEREAS, the Board intends, to the extent possible, that the debt service millage required to pay the debt service on the Bonds shall not exceed the current debt service millage in any year while the Bonds are outstanding and the total principal amount of the Bonds has been fixed with that intention in mind,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The preamble to this Resolution and the County Manager's memorandum accompanying this Resolution are approved and incorporated by reference in this Resolution.

Section 2. A General Obligation Bond Special Election shall be held on Tuesday, November 2, 2004, for the purpose of submitting to the qualified electors of the County the questions stated in the Notice of General Obligation Bond Special Election set forth below in Section 3 of this Resolution.

Section 3. Notice of said General Obligation Bond Special Election shall be published in The Miami Herald, a newspaper of general circulation in Miami-Dade County, Florida, at least twice, once in the fifth week and once in the third week prior to the week in which the election is to be held, the date of first publication in said newspaper to be at least thirty days before said election, which notice shall be substantially in the following form:

NOTICE OF GENERAL OBLIGATION BOND SPECIAL ELECTION
BUILDING BETTER COMMUNITIES
To be Held On
TUESDAY, NOVEMBER 2, 2004
MIAMI-DADE COUNTY, FLORIDA

A General Obligation Bond Special Election will be held on Tuesday, November 2, 2004, for the purpose of submitting to the qualified electors of Miami-Dade County, Florida, the following question:

BUILDING BETTER COMMUNITIES
CONSTRUCT AND IMPROVE PARKS AND RECREATIONAL FACILITIES

To construct and improve neighborhood and regional parks and other recreational areas to include athletic fields and gymnasiums, courts, pools, playgrounds, marinas, restore beaches, and the preservation of endangered lands described in Resolution No. 913-04, adopted July 20, 2004, shall Miami-Dade County issue General Obligation Bonds to pay cost of such projects in a principal amount not exceeding $680,258,000, bearing interest not exceeding maximum legal rate, payable from ad valorem taxes?

_____FOR BONDS

_____AGAINST BONDS

The polls at said election will be open from 7:00 o'clock A.M. until 7:00 P.M. of the same day. All qualified electors of the County shall be entitled to vote at said special election.

Said General Obligation Bond Special Election will be held at the established polling places in the several precincts, respectively, in the County as established for County-wide general elections.

Miami-Dade County shall be authorized to issue the bonds covered by the question hereinabove set forth if such issuance as to such question shall have been approved by vote of a majority of the qualified electors of Miami-Dade County voting thereon.

By order of the Board of County Commissioners of Miami-Dade County, Florida.

_____
Clerk of the Board of County Commissioners of
Miami-Dade County, Florida

Section 4. Touch Screen Voting Machines shall be used at such special election, and the ballot question shall appear in substantially the form set forth in the Notice of General Obligation Bond Special Election in Section 3 of this Resolution.

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Section 5. The question shall appear on the touch screens ballot as a separate question. Those qualified electors desiring to approve the issuance of bonds shall be instructed to vote "FOR BONDS". Those qualified electors desiring to disapprove the issuance of bonds shall be instructed to vote "AGAINST BONDS".

Section 6. Absentee paper ballots may be used by qualified electors of the County for voting on the question at said election. The form of such absentee ballot shall be in accordance with the requirements prescribed by the general election laws, and shall have printed thereon the question hereinabove set forth, with proper place for voting either "FOR BONDS" or "AGAINST BONDS" following the statement of the question aforesaid.

Section 7. A sample ballot showing the manner in which the question aforesaid shall appear on the touch screen ballot at this special election shall be published and provided in accordance with the applicable provisions of the general election laws.

Section 8. This special election on the question aforesaid shall be held and conducted in accordance with the applicable provisions of the general laws relating to special elections and the provisions of the Miami-Dade County Home Rule Charter. The County Manager, the Finance Director, the Supervisor of Elections and the Clerk of the County Commission are hereby authorized and directed to take all appropriate actions necessary to carry into effect and accomplish the provisions of this Resolution. This special election shall be a nonpartisan election. Inspectors and clerks to serve as election officials in connection with this special election shall be appointed in accordance with the provisions of the general election laws.

Section 9. This special election shall be canvassed by the County Canvassing Board as provided under the election laws of this State, in accordance with the provisions of Section 2.07 of the Home Rule Charter.

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Section 10. All proceeds of the sale of the Bonds shall be delivered to the Finance Director of the County who shall deposit those proceeds in appropriate construction fund trust accounts, not to be commingled with other funds of the County, to be disbursed solely for the purposes set forth in this Resolution. The County, itself or through independent auditors, shall have the right at all times to audit the books and records of all beneficiaries who receive proceeds from the sale of the Bonds.

Some projects listed in Appendix A of this Resolution may be the subject of contractual agreements between the County and the external agencies receiving the Bond proceeds to pay the cost of such projects. Such agreements shall provide the terms and conditions for the County to release Bond proceeds to the agency and such other requirements as the County shall deem appropriate. In the event that an agency fails, without adequate reason, to commence acquisition, planning, design or construction of a project within six (6) months of the receipt of County approval to proceed with such project, the County shall have the option of reallocating the Bond proceeds earmarked for such project to any other projects listed in Appendix A falling within the same ballot category.

All additions, deletions and significant modifications to individual projects or to Appendix A shall require a majority vote of the Board after public hearing.

Section 11. Bond proceeds in an amount not to exceed 3% of the principal amount of the Bonds shall be used to pay administrative expenses associated with managing the Bond program. The Finance Director will deposit these funds in a separate Bond Administrative Expense Fund.

Section 12. The Bonds are part of an overall Bond Program pursuant to which the County is proposing to issue up to $2,925,750,000 in General Obligation Bonds ("Bond

Program") upon voter approval. The intent of the County is to include a combined municipal and UMSA component ("Municipal Component") in the Bond Program totaling 10% of the Bond proceeds, net of issuance costs. The formula used for distribution of proceeds is based on a weighted formula 75% on population and 25% on contribution to the tax roll (based on June 1, 2004 figures) as compared to the total population and property tax roll figures for the entire County. The data for this distribution was based upon most recent Census figures as provided by the Miami-Dade County Planning Department and tax roll figures as provided by the Miami-Dade County Property Appraiser. Should a municipality incorporate after passage of this Bond program, it may petition the Board for a portion of any unallocated Bond proceeds that had been apportioned to local projects in the UMSA area then contained in such municipality. Not all of the individual components of the Bond Program will include a Municipal Component but in the aggregate, the overall Bond Program will include a Municipal Component that equals 10% of the Bond Program.

It is the intent of the County that the balance of the bond proceeds from the Bond Program net of cost of issuance (90%) shall be used for projects of countywide and/or regional significance.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Katy Sorenson and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson **aye**
Katy Sorenson, Vice-Chairperson **aye**

Bruno A. Barreiro	**aye**	Jose "Pepe" Diaz	**aye**
Betty T. Ferguson	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**absent**	Jimmy L. Morales	**aye**
Dennis C. Moss	**aye**	Dorrin D. Rolle	**aye**
Natacha Seijas	**nay**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 2004. 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.

Gerald T. Heffernan

C:\WP\RESO\A283.DOC

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

CONSTRUCT AND IMPROVE PARK AND RECREATIONAL FACILITIES

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
18	UMSA	1	**Ives Estates District Park**	Area-wide park improvements including building construction, athletic fields, maintenance facility, vehicle and pedestrian circulation; landscaping and picnic area.	1475 Ives Dairy Road	**$20,000**
317	CW	1	**Parks Improvements in District 1**	General improvements to existing local parks include renovation, and upgrades.	Various	**$3,000**
19	North Miami	2	**Recreational Facility**	GOB funds to compliment other funding sources to construct a recreational facility to house an olympic sized pool, martial arts facilities and fencing facilities.	TBD	**$5,000**
20	UMSA	4	**Haulover Park**	Area-wide park improvements that include building construction and renovations; vehicle and pedestrian circulation; beach area; great lawn; landscaping; boat slips; and jetty pier.	10800 Collins Avenue	**$23,000**
21	North Miami Beach	4	**Greynolds Park**	Area-wide park improvements that include building construction and restoration; pedestrian circulation; natural areas restoration and landscaping.	17530 W Dixie Hwy.	**$7,000**
22	Miami Beach	5	**Lummus Park**	Provide improvements to Lummus Park and the Art Deco Visitors Center.	Ocean Drive (5 St-15 St)	**$7,000**
23	Miami Beach	5	**South Pointe Park**	Provide improvements to South Pointe Park.	1 Washington Street	**$5,000**
24	UMSA	6	**A.D. Barnes Park**	Area-wide park improvements include leisure access expansion; maintenance facility; enhancements to facilities for the disabled, shelter renovations and vehicle and pedestrian circulation.	3401 SW 72 Avenue	**$4,000**
25	UMSA	7	**Crandon Park**	Area-wide improvements that include master plan time certain conditions; building construction and renovation; tennis center renovation; cart pathways; landscaping; vehicle and pedestrian circulation; beach area; enhance amusement area; landscaping; natural area restoration; utilities; and marina improvements.	4000 Crandon Blvd.	**$23,00**

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A 8

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
26	Coral Gables	7	**Matheson Hammock Park**	Area-wide park improvements that include building restoration; maintenance center relocation; vehicle and pedestrian circulation; natural area restoration; and landscaping.	9610 Old Cutler Road	**$6,00**
27	Palmetto Bay	7	**Chapman Field Park**	Area-wide park improvements include vehicle and pedestrian circulation; building construction; trails; signage; landscaping; and utilities and park lighting.	13601 Old Cutler Road	**$5,00**
28	Palmetto Bay	8	**Charles Deering Estate**	Area-wide park improvements that include rehydration; south addition improvements, fencing, vehicular and pedestrian circulation; landscaping.	16701 SW 72 Avenue	**$5,00**
29	UMSA	8	**Black Point Park and Marina**	Area-wide park improvements include jetty development; and vehicle and pedestrian circulation.	24775 SW 87 Avenue	**$1,80**
30	UMSA	8	**Redland Fruit and Spice Park**	Area-wide park improvements include lake, pergola, pedestrian and vehicular circulation; teahouse; and landscaping.	24801 SW 187 Avenue	**$4,00**
31	UMSA	8	**Camp Owaissa Bauer**	Area-wide park improvements include building renovation; pedestrian circulation; trails; and landscaping.	17001 SW 264 Street	**$1,00**
32	UMSA	8	**Lakes by the Bay Park**	Area-wide park improvements include building construction; athletic fields and courts; vehicle and pedestrian circulation; natural areas restoration; and utilities.	SW 216 St and 87 Avenue	**$4,50**
33	UMSA	9	**Homestead Bayfront Park**	Area-wide park improvements that include building construction & renovation; atoll pool improvements, enhanced picnic areas; vehicular and pedestrian circulation; landscaping.	9698 NW Canal Drive	**$4,00**
34	UMSA	9	**Homestead Air Reserve Park**	Area-wide park improvements include building construction; dog park; athletic fields and courts; playgrounds; vehicular & pedestrian circulation; picnic areas; and landscaping and related site improvements.	SW 268 St and SW 127 Avenue	**$15,0**
35	UMSA	9	**Southridge Park**	Area-wide park improvements include stadium completion; building construction, aquatic center, courts, playgrounds, vehicle and pedestrian circulation; and landscaping.	19355 SW 114 Court	**$7,6**
36	UMSA	9	**Larry and Penny Thompson Park**	Area-wide park improvements to include campground renovations; trails; aquatic facility; beach and lake picnic facilities.	12451 SW 184 Street	**$6,6**

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
106	UMSA	9	West Perrine Park	Local park improvements include aquatic center; athletic fields and courts; vehicle and pedestrian circulation; landscaping and irrigation.	17121 SW 104 Avenue	$5,000
108	UMSA	9	Sgt Joseph Delancy Park	Local park improvements include pool renovation and expansion and irrigation.	14450 Boggs Drive	$2,500
109	UMSA	9	Goulds Park	Local park improvements include pool renovation and expansion, irrigation and vehicular circulation.	21840 SW 114 Avenue	$1,243
306	UMSA	9	Colonial Drive Park	Local park improvements include building renovations, athletic field upgrades, irrigation upgrades, and a playground.	10750 SW 156 Terrace	$1,325
307	UMSA	9	Sharman Park	Local park improvements includes development of the general plan, irrigation and renovations of facilities.	SW 219 Street and SW 123 Avenue	$600
37	UMSA	10	Kendall Soccer Park	Area-wide park improvements include building construction; athletic fields; playgrounds; pedestrian circulation; picnic areas; and landscaping.	SW 80 St and 127 Avenue	$4,000
38	UMSA	10	Tropical Park	Area-wide park improvements include equestrian and boxing center expansion; stadium upgrades; dog park; vehicle and pedestrian circulation improvements; landscaping; and utilities.	7900 SW 40 Street	$15,000
39	UMSA	10	Kendall Indian Hammocks Park	Area-wide park improvements include recreation center construction; athletic fields; dog park, vehicular and pedestrian circulation; and utilities.	11395 SW 79 Street	$6,000
41	UMSA	10	Tamiami Park	Area-wide park improvements include building upgrades; athletic fields and courts, vehicle and pedestrian circulation; aquatic center; landscaping; and utilities.	11201 SW 24 Street	$8,000
40	UMSA	11	West Kendall District Park	Area-wide park improvements include lake excavation; building construction; athletic fields and courts; dog park; playgrounds; vehicle and pedestrian circulation; picnic areas; and landscaping.	SW 120 St and SW 167 Avenue	$23,00
42	UMSA	11	Boystown (Camp Matecumbe)	Area-wide park improvements include building demolition, renovations, and construction; playground; athletic fields and courts; vehicle and pedestrian circulation; landscaping; and utilities.	SW 120 St and SW 137 Avenue	$6,00
43	UMSA	11	Tree Islands Park	Area-wide park development to include environmental mitigation; recreation center buildings; walkways; vehicle circulation; landscaping; and picnic area.	SW 24 St and 142 Avenue	$5,00

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
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PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
44	UMSA	12	Trail Glades Range	Area-wide park improvements include building and range construction and renovation, and mitigation.	US 41 and Krome Avenue	$8,00
45	Hialeah	13	Amelia Earhart Park	Construct an aquatic center or provide area-wide park improvements that include completion of sports complex; mountain biking course; recreation center building construction; vehicle and pedestrian circulation; utilities upgrades; and landscaping.	11900 NW 42 Avenue	$23,00
46	UMSA	CW	Miami MetroZoo	Construction of Phase IV - Lakes and Australia Exhibit.	12400 SW 152 Street	$31,00
47	UMSA	CW	Miami MetroZoo	Construction of Phase V - Florida Exhibit.	12400 SW 152 Street	$31,00
48	UMSA	CW	Miami MetroZoo	Construction of Phase III - Zoo wide improvements and entry.	12400 SW 152 Street	$12,00
313	UMSA	CW	Miami MetroZoo	Additional improvements to MetroZoo.	12400 SW 152 Street	$13,00
2	CW	CW	Environmentally Endangered Lands (EEL) Program	Purchase lands at various sites throughout Miami-Dade County to support environmental protection initiatives.	Various	$40,00
10	CW	CW	Purchase Development Rights (PDR)	Purchase greenspace including development rights to maintain agricultural lands and protect well fields.	Various	$30,0
49	Miami Beach	CW	Beach Maintenance Facility	Renovate/replace area-wide beach maintenance facility at Northshore Open Space Park.	Collins Ave and 72 Street	$5
50	Miami	CW	Renovate the Orange Bowl	Provide needed renovations to the Orange Bowl.	1501 NW 3 Street	$50,0
51	UMSA	Various - 1, 8, 9	South Dade and North Dade Greenway and Trail	Area-wide continued development of South Dade Greenway, and North Dade Greenway.	South Dade Greenway	$7,0
52	Various - Miami & UMSA	Various - 4, 5, 7	Beach Erosion Mitigation and Renourishment Project	Beach renourishment projects for eroded portions of Miami-Dade County beaches.	Various	$17,5

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
53	Opa-locka	1	**Opa-locka - Community Swimming Pool and Gymnasium**	GOB funds will compliment other funding for the acquisition of land, design and construction of new community swimming pool/gymnasium to provide recreational activities for youth and young adults in the City of Opa-locka.	TBD	$6
54	Miami Gardens	1	**Miami Gardens - Park Renovations and Improvements**	Park improvements to all 16 parks in the City of Miami Gardens to include; renovations and new construction of stadiums, field centers, recreational centers, athletic fields and facilities, pedestrian and vehicle access, irrigation, and pool improvements.	Various	$9,8
55	El Portal	3	**El Portal - Acquire Land for Park**	GOB funds will compliment other funding for land acquisition for a new park in the Village of El Portal.	TBD	$2
56	Sunny Isles	4	**Sunny Isles - Redesign Active Park**	GOB funds will compliment other funding for revamping of Active Park to provide for amenities, inclusive of a community center, gymnasium, playground, and little league baseball field in City of Sunny Isles Beach.	181 Dr and N Bay Road	$3
57	Aventura	4	**Aventura - Purchase Land for Parks/Public Facilities**	GOB funds will compliment other funding to purchase vacant land in the City of Aventura to be used for parks or other public facilities.	TBD	$4,7
58	West Miami	6	**West Miami - Recreational Building**	GOB funds will compliment other funding for construction of new multi-purpose recreation center building in City of West Miami.	TBD	$1
59	Miami Springs	6	**Miami Springs - Recreation Complex**	GOB funds will compliment other funding to renovate existing and/or build a new gym, new competition swimming pool, tennis courts, plus parking lot and access road on the golf course in the City of Miami Springs.	1401 Westward Drive	$1,5
60	South Miami	7	**South Miami - Green Space Park**	GOB funds will compliment other funding to acquire 10 acres for Green Space park.	TBD	$1,3
61	Palmetto Bay	8	**Palmetto Bay - Acquisition and Improvements of Parks**	GOB funds will compliment other funding for the acquisition and improvement of parks and the construction of a new recreational community center in the Village of Palmetto Bay.	TBD	$3,0
62	Florida City	9	**Florida City - Construct Youth Activity Center**	GOB funds will compliment other funding for the construction of a Youth Activity Center in Florida City.	TBD	$8

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

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PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
63	Sweetwater	12	**Sweetwater - Improvements to Dominoes Park & Carlow Park**	Addition to tot lot with equipment and gazebo at Dominoes Park and restoration of gazebos at Carlow Park in the City of Sweetwater.	10650 SW 4 Street	**$1**
64	Sweetwater	12	**Sweetwater - Improvements to Youth Center Building**	Install a new roof, new field lights, new playground equipment, grounds and field improvements at the Youth Center Building in the City of Sweetwater.	TBD	**$5**
65	Hialeah Gardens	12	**Hialeah Gardens - Passive Park Improvements**	Improvements to walking path and gazebo at Passive Park.	TBD	**$3**
66	Hialeah Gardens	12	**Hialeah Gardens - Bernie Wilson Park Improvements**	Purchase playground equipment for Bernie Wilson Park in the Town of Hialeah Gardens.	10300 NW 87 Avenue	**$**
67	Doral	12	**Doral - Acquisition and Development of Municipal Parks**	GOB funds will compliment other funding to acquire and develop municipal parks.	3000 NW 87 Avenue	**$4,6**
68	Miami Lakes	13	**Miami Lakes - Royal Oaks Park Development Project**	Construction of Royal Oaks Park Community Center/Clubhouse facility in Town of Miami Lakes.	16500 NW 87 Avenue	**$2,0**
69	North Miami Beach	Various - 1 & 4	**North Miami Beach - Renovate Various City Facilities**	GOB funds will compliment other funding for repairs and upgrades to public facilities owned by the City of North Miami Beach including pools, recreation centers, and parks.	Various	**$4,3**
70	North Miami	Various - 1, 2, 4	**North Miami - Construct Recreational Community Center at Claude Pepper Park**	GOB funds will compliment other funding for the construction of a new recreational Community Center with teen lounge and gymnasium in City of North Miami.	1400 NW 135 Street	**$5,9**
71	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Convert Milander Stadium Playing Surface**	Milander Stadium conversion of playing surface to artificial turf and new press box.	4700 Palm Avenue	**$8**
72	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Reconstruct Walker Park**	Demolition and reconstruction of recreation building with the addition of e-library, police sub-station, outdoor restrooms, aquatic facility & indoor soccer field at Walker Park.	2825 W 8 Avenue	**$3,7**
73	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Reconstruct Wilde Park & Wilde Adult Center**	Wilde Park & Wilde Adult Center renovation of buildings, field, court and lighting.	5405 W 18 Avenue	**$5**

Note: Allocation shown in nominal value.

2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
74	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Renovate Edgar J. Hall Recreational Center**	Renovation of the Edgar J. Hall Special Population Recreational Center building.	2250 W 60 Street	$21
75	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Renovate O'Quinn Park**	Renovation of building, courts, fields, parking lot and playground at O'Quinn Park.	6041 W 2 Avenue	$31
76	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Renovate Slade Park**	Conversion of field #2 to soccer field and addition of batting cages at Slade Park.	2501 W 74 Street	$15
77	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Renovate Southeast Park**	Renovation of basketball courts, playgrounds, buildings and new irrigation system at Southeast Park.	1015 SE 9 Avenue	$13
78	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Renovate Sparks Park**	Renovation of building, courts and fields at Sparks Park.	1301 W 60 Street	$26
79	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Renovations to Bucky Dent Park**	Renovations of the softball fields and concession/restroom building at Bucky Dent Park.	2250 W 60 Street	$8
80	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Renovations to Goodlet Park**	Conversion of hockey rink to indoor soccer area, construction of outdoor restroom/concession building, additional field drainage, additional wiring and sound in cultural arts theatre, renovation of Tennis Center at Goodlet Park.	4200 W 8 Avenue	$6
81	Hialeah	Various - 2, 6, 12, 13	**Hialeah - Upgrade Graham Park**	Installation of batting cages, renovation of dugouts and miscellaneous repairs at Graham Park.	455 W 60 Street	$1
82	Miami	Various - 3, 5, 6, 7	**Miami - Parks and Facility Improvements**	Provide the following: Grapeland Water Park, Little Haiti Soccer Park, Linear Parks/Greenways/Baywalk.	Various	$26,7
83	Miami Beach	Various - 4 & 5	**Miami Beach - Beachfront Restrooms**	To construct eight ADA compliant, beachfront restrooms.	Various	$2

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

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PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
84	Miami Beach	Various - 4 & 5	Miami Beach - Flamingo Park	Renovation of Park.	11 Street and Jefferson Avenue	$3,099
85	Miami Beach	Various - 4 & 5	Miami Beach - Normandy Shores Golf Course	Elevate entire course, re-build bunkers, re-grass fairways, continuous cart path, upgrade irrigation system for pas palum, pas palum grass, laser grade tees.	2401 Biarritz Avenue	$1,000
86	Miami Beach	Various - 4 & 5	Miami Beach - Band Shell Park	Renovation of historic band shell and surrounding park, which is on the beach walk corridor.	7275 Collins Avenue	$1,500
87	Miami Beach	Various - 4 & 5	Miami Beach - Scott Rakow Youth Center	Renovation to Youth Center, including gymnasiums, ice rink into multi-purpose room, adding fitness center, ADA accessibility and exterior improvements.	2700 Sheridan Avenue	$1,000
88	Coral Gables	Various - 6 & 7	Coral Gables - Enhancement/expansion of Public Parks and Plazas	Creation of new parks (land acquisition), restoration and improvements.	TBD	$5,00
89	Homestead	Various - 8 & 9	Homestead - Humpty Dumpty Park	GOB funding will compliment other funding for the development of a park in the City of Homestead.	Palm Dr. & Farmlife Road	$3,50
90	UMSA	1	Unincorporated Municipal Service Area - Country Village Park	Local park improvements include athletic fields and courts and pedestrian circulation.	NW 186 St and NW 67 Avenue	$1,57
91	UMSA	1	Unincorporated Municipal Service Area - North Glades Park	Local park improvements including building replacement.	NW 52 Ave and NW 173 Drive	$1,40
92	UMSA	2	Unincorporated Municipal Service Area - Arcola Lakes Park	Local park improvements include building and aquatic construction; picnic shelter; vehicle and pedestrian circulation; landscaping; and utilities.	1301 NW 83 Street	$6,00
93	UMSA	2	Unincorporated Municipal Service Area - Oak Grove Park	Local park improvements include building renovation, playground, picnic area, pedestrian circulation improvements and landscaping.	690 NW 159 Street	$61
314	CW	2	Unincorporated Municipal Service Area - Local Park Improvements	General improvements to existing local parks include renovation, and upgrades.	Various	$4,00
94	UMSA	3	Unincorporated Municipal Service Area - North Shorecrest and Military Trail Park	Local park improvements include shelter, exercise station, pedestrian circulation, natural area re-development and landscaping.	825 NE 89 Street	$50

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
95	UMSA	3	Unincorporated Municipal Service Area - Olinda Park	Local park improvements include pedestrian circulation, seating, and utilities upgrade.	2101 NW 51 Street	$250
96	UMSA	3	Unincorporated Municipal Service Area - Marva Bannerman Park	Local park improvements include irrigation, lighting, and seating.	4830 NW 24 Avenue	$150
97	UMSA	3	Unincorporated Municipal Service Area - Local Parks	General improvements to existing local parks include renovation, and upgrades.	Various	$184
98	UMSA	3	Unincorporated Municipal Service Area - Jefferson Reaves Sr. Park	Local park improvements include court and picnic area.	3100 NW 50 Street	$200
99	UMSA	4	Unincorporated Municipal Service Area - Biscayne Shores Park	Local park improvements include building construction; vehicle and pedestrian circulation; picnic area, landscaping; and utilities.	NE 116 St and 14 Avenue	$1,500
100	UMSA	4	Unincorporated Municipal Service Area - Local Parks	General improvements to existing local parks include renovation, and upgrades.	Various	$327
101	UMSA	8	Unincorporated Municipal Service Area - Southdade Park	Local park improvements include aquatic facility.	16350 SW 280 Street	$5,000
102	UMSA	8	Unincorporated Municipal Service Area - Leisure Lakes Park	Local park improvements include building renovations.	29305 Illinois Road	$600
103	UMSA	8	Unincorporated Municipal Service Area - Medsouth Park	Local park improvements include courts, playground, vehicular and pedestrian circulation, picnic area, exercise station, and landscaping.	SW 208 Street and 130 Avenue	$700
104	UMSA	8	Unincorporated Municipal Service Area - Continental Park	Local park improvements include building expansion and playground replacement.	10000 SW 82 Avenue	$1,000
315	UMSA	8	Gloria Floyd - Pineshore Pineland Preserve	General improvements to existing local parks include renovation, and upgrades.	128 Street and 122 Avenue	$250
316	UMSA	8	Unincorporated Municipal Service Area - Briar Bay Park	General improvements to existing local parks include renovation, and upgrades.	SW 128 Street and 90 Avenue	$250
105	UMSA	9	Unincorporated Municipal Service Area - Chuck Pezoldt Park	Local park improvements include building construction; athletic fields and courts; vehicle and pedestrian circulation; playground; landscaping; irrigation; picnic area; and utilities.	SW 168 Street and SW 157 Avenue	$4,350

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

APPENDIX A

PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
107	UMSA	9	Unincorporated Municipal Service Area - Royal Colonial Park	Local park improvements include picnic area; vehicle and pedestrian circulation; landscaping; and utilities.	SW 149 Avenue and SW 280 Street	$1,400
110	UMSA	9	Unincorporated Municipal Service Area - Naranja Park	Local park improvements include building renovations, irrigation, pool renovation and expansion, and site improvements.	14150 SW 264 Street	$2,000
308	UMSA	9	Unincorporated Municipal Service Area - Deerwood Park	Local park improvements includes development of the general plan and irrigation.	SW 144 Street and SW 122 Avenue	$775
309	UMSA	9	Unincorporated Municipal Service Area - Domino Park (West Perrine)	Local park improvements includes development of the general plan and irrigation.	TBD	$218
111	UMSA	10	Unincorporated Municipal Service Area - Local Park Improvements	General improvements to existing local parks include renovation, and upgrades.	Various	$4,000
112	UMSA	11	Unincorporated Municipal Service Area - Westwind Lakes Park	Local park improvements include building construction; athletic fields and courts; pedestrian circulation; and utilities.	SW 69 St and 152 Avenue	$2,400
113	UMSA	11	Unincorporated Municipal Service Area - Wild Lime Park	Local park improvements include courts, vehicular and pedestrian circulation, playground, picnic area, and landscaping.	11341 SW 147 Avenue	$1,500
114	UMSA	11	Unincorporated Municipal Service Area - Eden Lakes Park	Local park improvements include open play field, courts, playground, picnic area, pedestrian circulation, and landscaping.	SW 167 Ave and 47 Street	$1,500
115	UMSA	11	Unincorporated Municipal Service Area - Olympic Park	Local park improvements include building construction and vehicular circulation.	8601 SW 152 Avenue	$1,600
116	UMSA	11	Unincorporated Municipal Service Area - Bird Lakes Park	Local park improvements include athletic field and park lighting.	SW 144 Ave. & SW 47 Street	$283
117	UMSA	11	Unincorporated Municipal Service Area - Lago Mar Park	Local park improvements include restroom building, shelter construction and vehicular circulation.	SW 162 Ave. & 80 Street	$1,000
118	UMSA	11	Unincorporated Municipal Service Area - International Gardens Park	Local park improvements include completion of pedestrian circulation.	SW 18 St. & SW 123 Court	$100
119	UMSA	11	Unincorporated Municipal Service Area - Local Park Improvements	General improvements to existing local parks include renovation, and upgrades.	Various	$3,500

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2004 BUILDING BETTER COMMUNITIES BOND PROGRAM
RECOMMENDED LIST OF PROJECTS

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PROJECT NUMBER	MUNICIPAL PROJECT LOCATION	BCC DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	STREET ADDRESS	ALLOCATION (000's)
120	UMSA	12	**Unincorporated Municipal Service Area - North Trail Park**	Local park improvements include picnic area; athletic fields and courts; pedestrian circulation; and landscaping.	SW 8 St and SW 127 Avenue	**$1,759**
121	UMSA	12	**Unincorporated Municipal Service Area - Country Lake Park**	Local park improvements include building construction; athletic field and courts, playground, and landscaping.	NW 195 St and NW 87 Avenue	**$2,500**
122	UMSA	13	**Unincorporated Municipal Service Area - Ferri Property**	Local park improvements include building construction and vehicle and pedestrian circulation improvements.	Miami Gardens Dr. and Old Elm Road	**$2,100**
123	UMSA	13	**Unincorporated Municipal Service Area - Local Park Improvements**	Park improvements to existing local parks to include renovation and upgrades.	NW 194 St and NW 82 Avenue	**$1,283**
			Bond Issuance Cost To Construct and Improve Park and Recreational Facilities	The costs to issue bonds for park and recreational facilities.		**$34,877**
					TOTAL	**$680,258**

Note: Allocation shown in nominal value.

ATTACHMENT 3

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(H)
7-21-09

RESOLUTION NO. R-944-09

RESOLUTION APPROVING SIGNIFICANT MODIFICATION TO BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 300 - "REGIONAL HEAD START CENTER", AS IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-919-04, TO INCREASE ALLOCATION BY $1,480,000 AND PROJECT NO. 322 - "NORTHSIDE POLICE STATION", AS IDENTIFIED IN APPENDIX A TO RESOLUTION R-915-04, TO INCREASE ALLOCATION BY $3,520,000 TO BE FUNDED FROM INTEREST EARNINGS GENERATED FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BONDS, SERIES 2005, AFTER A PUBLIC HEARING; AND APPROVING USE OF SUCH SURPLUS FUNDS TO FUND BUDGET SHORTFALLS FOR SUCH PROJECTS IN ACCORDANCE WITH IMPLEMENTING ORDER 3-47

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference ("Manager's Memorandum"),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the significant modifications to: (a) Building Better Communities General Obligation Bond Program Project No. 300 - "Regional Head Start Center" ("Project No. 300"), identified in Appendix A to Resolution No. R-919-04; and (b) Project No. 322 - "Northside Police Station", identified in Appendix A to Resolution 915-04 ("Project No. 322) as described in the Manager's Memorandum, after a public hearing.

Section 2. This Board hereby approves the use of $1,480,000 and $3,520,000 to fund budget shortfalls in Project No. 300 and Project No. 322, respectively, all as more fully described

in the Manager's Memorandum, which budget shortfall shall be funded from interest earnings generated from the Building Better Communities General Obligation Bonds, Series 2005.

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

Dennis C. Moss, Chairman absent
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. 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: **DIANE COLLINS**
Deputy Clerk

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

Geri Bonzon-Keenan

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

Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

Agenda Item No. 5(H)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-944-09

Subject: Use of Building Better Communities General Obligation Bond Program Interest Earnings to Fund Budget Shortfall for Project Nos. 300 - "Regional Head Start Center" and 322 - "Northside Police Station" and Significant Modification to increase Program funds allocated to each project

Recommendation

It is recommended that the Board approve the attached resolution authorizing the use of interest earnings from the Building Better Communities General Obligation Bond Program (the "BBC GOB Program") to fund an estimated $5 million budget shortfall for Project Nos. 300 - "Regional Head Start Center" and 322 - "Northside Police Station" in accordance with Implementing Order 3-47 (IO). The IO, which establishes the process for the allocation of BBC GOB Program surplus funds, was approved by the Board on March 17, 2009. In concert with authorizing the use of interest earnings, the attached resolution amends Appendix A to Resolution Nos. R-915-04 and R-919-04, adopted on July 20, 2004, which respectively authorized the holding of a bond election for the construction and improvement of public safety and cultural, library and multicultural educational facilities ("Authorizing Resolutions"), to increase the BBC GOB Program funds allocated to each project.

Scope

The Arcola Complex project is comprised of BBC GOB Program Project Nos. 300 – "Regional Head Start Center" and 322 – "Northside Police Station" and the non-BBC GOB Program funded Arcola Library. The Arcola Complex is located within Commission District 2. The public safety facility will primarily serve residents within Commission District 2 and small portions of Commission Districts 3 and 5. The Community Action Agency (CAA) regional head start facility will serve children throughout the County through the federally funded Head Start Program.

Fiscal Impact/Funding Source

The BBC GOB Program proceeds currently allocated to Project No. 300 - "Regional Head Start Center" and Project No. 322 - "Northside Police Station" are $5.9 million and $10 million, respectively. The table below reflects the estimated cost and recommended funding for these two projects including the amounts that would be utilized from BBC GOB Program interest earnings and other funding sources.

Project Number	Project Description	Estimated Project Cost	BBC-GOB Original Allocation	BBC-GOB Unallocated Interest Earnings	Other Funding Sources
300	CAA Regional Head Start Center	$8,488,000	$5,900,000	$1,480,000	$1,108,000
322	Northside Police Station	$21,070,000	$10,000,000	$3,520,000	$7,550,000

Track/Record/Monitor

The implementing entity for these projects will be the General Services Administration (GSA) and the monitoring entity will be the Office of Capital Improvements (OCI), Johnny Martinez, P.E., Director.

Background

BBC GOB Program Project No. 300, "Regional Head Start Facility" is currently in the design phase and will contain six classrooms able to serve 120 children. The groundbreaking is anticipated in summer, 2010. Staff has identified an estimated budget shortfall of $1,480,000 for this project. BBC GOB Program Project No. 322 "Northside Police Station" is a 32,000 square foot two-story substation, which is scheduled to break ground in November, 2009. Staff identified an estimated budget shortfall of $3,520,000 for this project. Funding for these projects, including the planned use of the GOB BBC interest, subject to BBC procedural approval, was programmed as part of the FY 2008-09 Adopted Capital Budget and Multi-Year Capital Plan.

As of February 28, 2009, there was approximately $8.6 million in BBC GOB Program unallocated interest earnings available. It is recommended that the Board authorize the use of a portion of these unallocated interest earnings to fund the $5 million combined estimated budget shortfall for BBC GOB Program Project Nos. 300 – "Regional Head Start Center" and 322 – "Northside Police Station" thereby allowing both projects to move forward. Use of this funding would leave a remaining unallocated BBC GOB Program interest earnings balance of approximately $3.6 million.

It is recommended that the Board authorize this resolution, which in concert with authorizing the use of interest earnings, also amends Appendix A to the Authorizing Resolutions, to increase the BBC GOB Program funds allocated to each project. If approved, the BBC GOB Program allocations for Project Nos. 300 and 322 will be modified as follows: the allocation for Project No. 300 (CAA Regional Head Start Center) will be increased from $5,900,000 to $7,380,000, an increase of $1,480,000; and the allocation for Project No. 322 (Northside Police Station) will be increased from $10,000,000 to $13,520,000, an increase of $3,520,000.

The need for BBC GOB Program interest earnings to cover budget shortfalls for Project Nos. 300 – "Regional Head Start Center" and 322 – "Northside Police Station" does not exceed the available interest earnings, and as such does not require the application of the Evaluation Factors listed in IO 3-47, for the purpose of allocating these funds.

This recommendation was presented to the Building Better Communities Citizens' Advisory Committee at their April 27, 2009 meeting and was forwarded for presentation to the Board with a favorable recommendation.

Wendi J. Norris, Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

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

SUBJECT: Agenda Item No. 5(H)

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 Mayor'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

ATTACHMENT D

Dept. of Business Development

Project Worksheet

Project/Contract Title:	TRAIL GLADES RANGE, PHASES I AND II (SIC 871)	**RC Date:**	03/15/2006
Project/Contract No:	A05-PARK-03 GOB 44-70154,	**Funding Source:**	GOB
Item No:	1-04		
Department:	PARKS & RECREATION		
Resubmittal Date(s):	11/30/2005		
Estimated Cost of Project/Bid:	$895,780.00		

Description of Project/Bid: TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT FOR FULL SERVICE AS WELL AS PROJECT SPECIFIC ARCHITECTURAL AND ENGINEERING SERVICES. THESE SERVICES ARE REQUIRED FOR DESIGN AND CONSTRUCTION ADMINISTRATION OF TRAIL GLADES RANGE PARK. IMPROVEMENTS WILL INCLUDE, BUT ARE NOT LIMITED TO: BUILDING CONSTRUCTION AND RENOVATIONS, PARK IMPROVEMENTS INCLUDING OUTDOOR SHOOTING RANGE CONSTRUCTION AND RENOVATION, AND ENVIRONMENTAL PERMITTING AND MITIGATION.

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	0.00%

Reasons for Recommendation

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

Funding Source: General Obligation Bonds / Project number and site locations: A05-PARK-03 GOB 44-70154, 70763.

Reason for resubmittal: 19.00 Technical category (@ 1%) was removed; the 1% was added to the 10.00 Technical category.

A Verification of Availability was conducted on November 21, 2005. Insufficient responses meeting the minimum requirements is the reason for the goal being lowered from the user department's original recommendation of 16% to DBD's recommendation of a "No Measure" (subsequent studies have been done and conditions remain the same).

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
		Total		

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** _____ **Bid Preference** _____

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

Chairperson, Review Committee — Date: 3·15·06

County Manager — Date: 3/21/06

DBDR0000 v. 20051019

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