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

Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

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

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-320-11

Subject: Amendment to a Professional Service Agreement Contract with URS Corporation
Project No: A06-PARK-01, GOB; Contract No: 592500-06-003-1

Recommendation

It is recommended that the Board of County Commissioners approve Amendment number one to the Miami-Dade County Park and Recreation Department's (MDPR) contract No. 592500-06-003-1 with URS Corporation (URS) for Zoo Miami Improvements (Attachment A). The amendment transfers $500,000 from Section 2.04, Dedicated Allowances, to Section 5.01.B.2, Basic Services, resulting in no net contract increase for time or money to URS. This is to address the increased design scope resulting from the additional funding allocated to the Florida Exhibit under Resolution R-1148-10 (Attachment B).

Scope

Zoo Miami is located in Commission District 9. The improvements to Zoo Miami will be 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. 47, Florida Exhibit, index code CPD047PR1624, and Resolution R-1148-10. There is no increase to the PSA contract and no increase in County debt service or operating or capital obligations on current or future County budgets from this contract amendment (Attachment C).

Track Record/Monitor

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

Background

The PSA contract approved by the Board on April 8, 2008 (Attachment D), included a $500,000 dedicated allowance in Section 2.04 for special professional services associated with the Outdoor Themed Park Attraction Development with the Richmond Naval Air Station (RNAS). MDPR recommends re-allocating these funds to Section 5.01.B.2, Basic Services, for the additional design work associated with the increased scope for the Florida Exhibit, approved by the Board under resolution R-1148-10. This amendment results in no contract increase for time or money to URS, it transfers $500,000 from the special professional services dedicated allowance to design capacity within the PSA contract to make available additional funds for design from additional funding approved for the Florida Exhibit. The base contract for design will increase by $500,000, from $5,551,500 to $6,051,500, and the special professional services dedicated allowance in Section 2.04 will decrease from $500,000 to $0.00.

Any necessary special professional services associated with the Outdoor Themed Park Attraction Development will be provided by a combination of in-house staff and/or Forbes

Architects, the second consulting firm selected to perform specialized zoo exhibit design work and other related specialized services at Zoo Miami, under Project No. A06-PARK-01 GOB, Contract No. 592-500-06-003-2.

The PSA contract appeared on the Department of Small Business Development's (SBD) review committee agenda on October 25, 2006 and was assigned a Community Business Enterprise (CBE) goal of 14% (Attachment E). This PSA Amendment No. 1 was reviewed by SBD on February 9, 2011 (Attachment F).

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2011

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)
5-3-11

RESOLUTION NO. R-320-11

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION FOR ZOO MIAMI IMPROVEMENTS, PROJECT NO. A06-PARK-01, GOB, CONTRACT NO. 592500-06-003-1, DELETING A DEDICATED ALLOWANCE FOR SPECIAL PROFESSIONAL SERVICES IN THE AMOUNT OF $500,000 AND INCREASING THE BASIC SERVICES FOR THE SAME AMOUNT, RESULTING IN NO NET INCREASE TO THE PROFESSIONAL SERVICES AGREEMENT; 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, for Project No. A06-PARK-01, GOB, contract No. 592500-06-003-1, in substantially the form attached hereto and made part hereof; and authorizes the County Mayor or County Mayor's designee to execute such contract amendment on behalf of Miami-Dade County, Florida.

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

Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	absent	Sally A. Heyman	aye
Barbara J. Jordan	aye	Jean Monestime	aye
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. 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. MR

Monica Rizo

ATTACHMENT A

MIAMI-DADE COUNTY, FLORIDA

PARK AND RECREATION DEPARTMENT

AMENDMENT TO ORIGINAL PROFESSIONAL SERVICE AGREEMENT

AMENDMENT NO: 1 **CONTRACT NO:** 592500-06-003-1 **DATE:** 9/27/2010
PROJECT TITLE: Zoo Miami, Florida Exhibit (Miami Metrozoo Improvements)
TO CONSULTANT: URS Corporation 7650 Corporate Center Drive, Suite 401 Miami, FL 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 STIPULATIONS AND CONVENANTS.

Description of work Authorized: The Department is recommending the transfer of $500,000 from Section 2.04, Dedicated Allowances, to Section 5.01.B.2, Basic Services, increasing Basic Services from $5,551,500 to $6,051,500, resulting in no net increase to the aggregate sum of all payment for fees and costs to the Consultant in Section 8.10.C. The recommended shift of design capacity within the Professional Services Agreement is to address the increased design scope resulting from the additional funding allocated to the Florida Exhibit.

Monetary Justification: No net increase is recommended.

Time Justification: No additional time on this amendment is requested.

This amendment includes not only all direct costs of consultant 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.

Consultant 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 PSA amendment from the date of the contract award to and including execution of this PSA amendment.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	$6,698,249.75
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$6,698,249.75
COST OF CHANGES WITH THIS DOCUMENT	$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$6,698,249.75
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	4745 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	474 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	5219

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: PROJECT MANAGER _____ Date: 10.20.10

TO BE FILLED OUT BY PARK AND RECREATION DEPARTMENT

FUNDS BUDGET CODE: GOB -- Various

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION _____ Date: 10-20-2010

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Accepted By:

Organization	**Name**	**Title**	**Date**
URS Corporation		**Contractor**	9/29/10
Surety		**Surety**	

	Title	**Name**	**Date**
Reviewed By:	**Chief, Project Management Division**		9/23/10
Approved By:	**Park and Recreation Director**		2/8/11
Approved By:	**Director, SBD**		2/9/11
Approved By:	**Director, OSBM**		2/14/11
Approved By:	**County Attorney**		
Approved By:	**County Manager**		
Approved By:	**Clerk of the Board**		

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

ATTACHMENT B

MEMORANDUM

Agenda Item No. 5(F)

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

DATE: December 7, 2010

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

SUBJECT: Resolution approving significant modifications to Building Better Communities General Obligation Bond Program Project Nos. 47 – "Miami Metrozoo" and 46 – "Miami Metrozoo"

Resolution No. R-1148-10

This item differs from the original in that the $3,409,298 in bond proceeds will now be divided among the next two bond sales and the language in the original item that prohibits the County Mayor from making any adjustments to the funding, including cash flow revisions, has been removed.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

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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. 5(F)

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**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(F)
12-7-10

RESOLUTION NO. R-1148-10

RESOLUTION APPROVING SIGNIFICANT MODIFICATIONS TO BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NOS. 47 – "MIAMI METROZOO" AND 46 – "MIAMI METROZOO", BOTH AS IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-913-04 AND AS MODIFIED IN RESOLUTION NO. R-120-07; AND DIRECTING COUNTY MAYOR OR MAYOR'S DESIGNEE TO LIST PROJECT NO. 47 IN SERIES RESOLUTION AS ELIGIBLE FOR FUNDING IN NEXT TWO SERIES OF BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BONDS AND TO FUND $2,909,298 FROM BOND PROCEEDS FROM FIRST BOND SALE AND $500,000 FROM SECOND BOND SALE IN ORDER TO COMPLETE THE DESIGN PHASE

WHEREAS, pursuant to Resolution No. R-913-04 (the "Parks Facilities Resolution"), the voters approved the issuance of general obligation bonds in a principal amount not to exceed $680,258,000 to construct and improve neighborhood and regional parks and other recreational areas; and

WHEREAS, Appendix A to the Parks Facilities Resolution lists projects eligible for funding from the Building Better Communities General Obligation Bond ("BBC GOB") Program by project number, municipal project location, BCC district, project name, project description, street address and allocation; and

WHEREAS, one of the projects listed in Appendix A to the Parks Facilities Resolution and approved by the voters for funding is BBC GOB Program Project No. 46 – "Miami MetroZoo" ("Project No. 46") and, after a significant modification approved pursuant to Resolution No. R-120-07 (attached hereto as Exhibit "A") to include the Amazon and Beyond project, has a modified project description of "Construction of Amazon and Beyond and Phase IV – Lakes and Australia Exhibit" and an allocation of $31 million; and

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WHEREAS, $18,718,870 of Project No. 46 funds were spent to complete the Amazon and Beyond project and therefore $12,281,130 of Project No. 46 funds remain allocated to, and unused in, Project No. 46; and

WHEREAS, another one of the projects listed in Appendix A to the Parks Facilities Resolution and approved by the voters for funding is BBC GOB Program Project No. 47 – "Miami MetroZoo", ("Project No. 47") with a project description of "Construction of Phase V – Florida Exhibit" and with an original allocation of $31 million; and

WHEREAS, Project No. 47 provides for a major new exhibit that will enhance the Zoo's storefront appeal, will abut the designated Zoo Miami Entertainment District, will improve visitors' enjoyment of Zoo Miami's entry exhibit as a result of the additional components, and therefore have a positive impact on Zoo Miami revenue; and

WHEREAS, currently Project No. 47 has a budget shortfall and is a project that, once completed, will spur economic development in the project area due to the concurrent development of the Water Park at the Zoo Miami Entertainment District by a development partner; and

WHEREAS, because this Board finds that Project No. 47 (the Florida Exhibit project) is a higher priority project for Zoo Miami than the Lakes and Australia Exhibit, this Board desires to approve another significant modification to Project No. 46 in order to modify the project description to delete the Lakes and Australia Exhibit from Project No. 46 and to read as follows: "Construction of Amazon and Beyond"; and

WHEREAS, the $12,281,130 in funds remaining in Project No. 46 are therefore surplus funds that may be allocated to fund a budget shortfall in another BBC GOB Program project(s), pursuant to Implementing Order 3-47; and

WHEREAS, this Board desires to allocate these surplus funds to Project No. 47 and to approve a significant modification to Project No. 47 to change its allocation from $31,000,000 to $43,281,130; and

WHEREAS, while these surplus funds are being allocated from Project No. 46 to Project No. 47, both of these projects are for improvements within Zoo Miami and thus all of the funds are to remain for improvements within Zoo Miami; and

WHEREAS, on September 7, 2010, the GOB Citizens' Advisory Committee considered this item and the use of surplus funds for Project No. 47 and voted to favorably recommend this item to the Board of County Commissioners; and

WHEREAS, this Board wishes to direct the County Mayor or Mayor's designee to list Project No. 47 in the next >>two<<[1] series resolution>>s<< as a project eligible for funding in the amount of [[~~$3,409,298~~]] >>$2,909,298<< from bond proceeds generated from the [[~~next~~]] >>first<< BBC GOB Program bonds >>sold after the adoption of this resolution<< (scheduled to be issued in the Fall of 2010) >>and $500,00 from the second BBC GOB Program bonds sold after the adoption of this resolution (scheduled to be issued in the Fall of 2012)<<, which represents the amount>>s<< needed to complete the design phase of the Florida Exhibit [[~~by the end of 2011, and not to make any adjustments to said funding for any reason, including cash flow revisions by the County Mayor or Mayor's designee authorized by Implementing Order No. 3-47, without this Board's prior approval~~]],

[1] The differences between the substitute and the original item are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< constitute the amendment proposed.

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves the significant modifications to (i) Project No. 46, as identified in Appendix A to Resolution No. R-913-04 and modified by Resolution No. R-120-07, to change its project description to "Construction of Amazon and Beyond" and to reduce its allocation from $31 million to $18,718,870, and (ii) Project No. 47, as identified in Appendix A to Resolution No. R-913-04, to increase its allocation from $31 million to $43,281,130 through the allocation of $12,281,130 of surplus funds.

Section 3. This Board hereby directs the County Mayor or the County Mayor's designee (i) to list Project No. 47 in the next >>two<< series resolution>>s<< as a project eligible for funding, (ii) to fund Project No. 47 from bond proceeds generated from the [[~~next~~]] >>first<< BBC GOB Program bonds >>sold after the adoption of this resolution<< (scheduled to be issued in the Fall of 2010) in the amount of [[~~$3,409,298~~]] >>$2,909,298 and from the second BBC GOB Program bonds sold after the adoption of this resolution (scheduled to be issued in the Fall of 2012) in the amount of $500,000<<, representing the amount>>s<< needed to complete the design phase of Project No. 47 [[~~by the end of 2011, and (iii) not to make any adjustments to said funding for any reason, including cash flow revisions authorizing by Implementing Order 3-47, without this Board's prior approval~~]].

The Prime Sponsor of the foregoing resolution is Chairman Dennis C. Moss. It was offered by Commissioner **Dennis C. Moss**, 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	**aye**		
Jose "Pepe" Diaz, Vice-Chairman	**aye**		
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Audrey M. Edmonson	**aye**	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	**absent**		

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.

Monica Rizo

EXHIBIT "A"

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(D)

02-06-07

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

RESOLUTION NO. R-120-07

RESOLUTION APPROVING SIGNIFICANT MODIFICATION TO BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT NO. 46-"MIAMI METROZOO" IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-913-04 AFTER A PUBLIC HEARING; AND APPROVING TERMS OF AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE ZOOLOGICAL SOCIETY OF FLORIDA FOR A MIAMI METROZOO PROJECT AND EXERCISING CANCELLATION PROVISIONS THEREIN

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

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

Section 1. The significant modification to Building Better Communities Bond Program Project No. 46-"Miami Metrozoo" identified in Appendix A to Resolution No. R-913-04 after a public hearing to add the Amazon and Beyond project, all as more particularly described in the accompanying memorandum, is approved.

Section 2. The grant agreement between Miami-Dade County and the Zoological Society, substantially in the form attached to this Resolution as Exhibit A ("Grant Agreement"), is approved and the County Manager is authorized to execute it, subject to proper execution by all parties and review by the County Attorneys' Office, and to exercise the cancellation provisions contained in the Grant Agreement.

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

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

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

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

Geri Bonzon-Keenan

Memorandum

MIAMI-DADE COUNTY

Date: February 6, 2007

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

From: George M. Burgess
County Manager

Agenda Item No. 5(D)

Subject: Resolution Approving a Significant Modification to Building Better Communities General Obligation Bond ("BBC GOB") Program Project Description for Project No. 46-"Miami Metrozoo" after a Public Hearing and Authorizing the County Manager to Execute a Grant Agreement between Miami-Dade County and the Zoological Society of Florida ("ZSF") to use BBC GOB Funds for the *Amazon and Beyond* Project

---

RECOMMENDATION

It is recommended that the Board adopt the attached resolution approving a Significant modification to the BBC GOB project description and scope for Project No. 46-"Miami Metrozoo" after a public hearing pursuant to Resolution No. R-913-04 (the "Authorizing Resolution") to add the Metrozoo *Amazon and Beyond* project and approving the terms of, and authorizing the County Manager to execute, a grant agreement between Miami-Dade County and the ZSF to use BCC GOB funds for its construction.

BACKGROUND

Appendix A to the Authorizing Resolution lists park and recreation projects eligible for funding from the BBC GOB program by number, name and size. All additions, deletions and significant modifications to individual projects or to Appendix A require a majority vote of the Board after a public hearing.

One of the projects included in the BBC GOB program is Project No. 46-"Miami Metrozoo" with an allocation of $31 million. The original description and scope of this project, as included in Appendix A to the Authorizing Resolution, states: "Construction of Phase IV – Lakes and Australia Exhibit." It is recommended the project description and scope be modified after a public hearing to include the *Amazon and Beyond* project (formally called "Hidden Treasures of Tropical America") as follows: "Construction of Amazon and Beyond project and Phase IV – Lakes and Australia Exhibit" so the cost of the *Amazon and Beyond* project may be funded from the BBC GOB.

The total project cost for *Amazon and Beyond* is estimated to be $50 million. To date, the following funding sources have been pledged to the project: $13 million from BBC GOB Project No. 313; $7,702,130 from the Safe Neighborhood Parks Bond Program (Resolution No. R-664-05); $500,000 from a State of Florida Grant; and $10.079 million in private funds secured by the ZSF. Because of the escalating cost of materials, labor and insurance there remains a funding shortfall. The scope modification to Project No. 46 to add the *Amazon and Beyond* project, will allow the County to fund the remaining balance of $18,718,870 from the BBC GOB. Prior Board

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action (R-346-06), accelerated $2.71 million of BBC GOB Project No. 313 (Miami Metrozoo Improvements) toward construction of the *Amazon and Beyond* project with the balance of $10.3 million to also be allocated toward the project and accelerated. It is understood that the start of other GOB projects may be impacted. All BBC GOB projects associated with Miami Metrozoo are part of the Miami Metrozoo Master Plan as approved by the Board of County Commissioners. The construction and inclusion of these projects in any sequence as resources are made available, will add to the public's overall zoo experience. The ZSF Board of Directors recognizes their role in the development of Miami MetroZoo and their commitment to the *Amazon and Beyond* project. As such, they have prioritized their fundraising efforts for this project and on September 21, 2006, passed a resolution that commits the ZSF to raise $18.7 million in private funds to repay the County. The target date of 2014 is when the ZSF funding would need to be available to assure that other Miami Metrozoo BBC GOB projects remain viable and funded.

ZSF is acting as Agent for the County and the Park and Recreation Department under the authority authorized by the Board of County Commissioners with the creation of the Miami Metrozoo Oversight Board, (Ordinance No. 98-168). In November 2003 the Zoological Society of Florida entered into a Construction Manager at Risk Contract with PCL Construction Services, Inc. for construction of the *Amazon and Beyond* project. The ZSF and the Parks Department have been negotiating a Guaranteed Maximum Price (GMP) with PCL not to exceed $42 million. With the approval of this item, the final GMP contract can be executed. The contract between ZSF and PCL complied with County procurement and Department of Business Development procedures that were in effect at the time the contract was executed.

On May 17, 2005, the Board approved Resolution No. 595-05 delegating to the County Manager the authority to execute grant agreements in the form attached to that resolution (the "Grant Agreement Template"). Because there is an existing construction contract that pre-dates the Grant Agreement Template and because of the unique working relationship between the County and the ZSF, it is necessary to modify the Grant Agreement Template to avoid conflicts and contradictions with the pre-existing contract and contend with other contingencies in the following ways:

1. Bank Accounts and Bonding will not be required of the ZSF because all BBC GOB funds will be issued to ZSF through the Park and Recreation Department on a requisition and reimbursement basis, not funding advances.

2. Liability and Indemnification: The ZSF is serving as Agent for the County and the Department administering the GOB funding allocation, therefore ZSF is not an independent contractor solely responsible for the project.

3. Payment and Performance Bond: In addition to PCL, the contractor providing payment and performance bonds in the full amount of the construction contract naming the County as dual oblige, the ZSF, which is the entity in privity with the County, must provide a payment and performance bond or alternative form of security in accordance with the provisions of Section 255.05, Florida Statutes. Unlike construction contractors, community based organizations ("CBOs") acting as developers do not have the bonding capacity that permits them to provide the payment and performance bond directly. In lieu of a payment and performance bond, the County may in certain circumstances allow for an alternative form of

security for the payment and performance obligations, the value of which is determined by the County. In determining the sufficiency and value of the alternative security the nature, history and financial capabilities of the ZSF, the contractual obligations secured by the alternative security and the contractual safeguards in place to protect payments to persons performing the work were considered.

Based on the County's exposure for fees and services under the existing ZSF-PCL contract and work completed to date, the maximum value of the bond is calculated at $4 million at the start of the contract should it be necessary to call in the surety. It has been County policy and practice to reimburse ZSF for payments made on previous construction projects undertaken on behalf of the County rather than to issue advance payments. The recommendation is made that we continue this policy and, as additional protection request releases of liens from PCL as fee payments are made through the reimbursement process. This will further reduce the potential liability to the County and is the basis for recommending the alternative form of security from the ZSF in the form of cash, bond or letter of credit in an amount equal to $2 million. Nothing in this recommendation affects the obligation of the ZSF to require PCL, the general contractor, to post a payment and performance bond in the full amount of the construction contract naming the County as dual obligee.

After hearing an explanation of the item at their meeting of November 15, 2006, there was a consensus among the members of the Building Better Communities Citizens' Advisory Committee that the item should be considered by the Board after committee review.

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: February 6, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 5(D)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

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

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

_____ **No committee review**

ATTACHMENT C

Memorandum

MIAMI-DADE COUNTY

Supplement to
Agenda Item No. 5F

Date: December 7, 2010

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

From: George M. Burgess
County Manager

Subject: Supplement to Chairman Dennis C. Moss' Resolution RE: Significant Modification to Building Better Communities General Obligation Bond (BBC-GOB) Program Project No. 47 – "Construction of Phase V – Florida Exhibit" and Project No. 46 – "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit"

This serves to supplement Chairman Dennis C. Moss' resolution found elsewhere on today's agenda regarding a significant modification to the allocations for BBC-GOB Project Nos. 47 – "Construction of Phase V – Florida Exhibit" and 46 – "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit" and the project description for BBC-GOB Project No. 46. Table A below illustrates the current projects and Table B illustrates the requested significant modifications. The resolution also directs the County Mayor or County Mayor's designee to fund BBC-GOB Project No. 47 in the amount of $3,409,298 from the next two bond sales.

Table A

Project No.	Current Project Description	Current Allocation	Proposed Increase (+) / Decrease (-)
46	"Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit"	$31,000,000	- $12,281,130
47	"Construction of Phase V – Florida Exhibit"	$31,000,000	+ $12,281,130

Table B

Project No.	Modified Project Description	Modified Allocation
46	"Construction of Amazon and Beyond (A/B)-Exhibit"	$18,718,870
47	"Construction of Phase V – Florida Exhibit"	$43,281,130

The scope of the resolution impacts the Miami-Dade Zoological Park and Gardens (Zoo Miami), formerly known as MetroZoo located at 12400 SW 152 Street in Commission District 9. There is no fiscal impact to the County, as the overall BBC-GOB Program funding will not be impacted as a result of these modifications. The Miami-Dade County Park and Recreation Department (MDPR) is the agency responsible for implementing the project. MDPR desires to permanently allocate the balance of BBC-GOB Project No. 46 - "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit" to BBC-GOB Project No. 47 – "Construction of Phase V – Florida Exhibit.

On February 6, 2007, the BCC adopted Resolution No. R-120-07 (Attachment A) approving a significant modification to the project description and scope for BBC-GOB Project No. 46 – "Miami Metrozoo" amending the project scope and description as follows: "Construction of Amazon and Beyond Project and Phase IV – Lakes and Australia Exhibit." The resolution further authorized the

County Manager to execute a grant agreement between the County and the Zoological Society of Florida (ZSF) to use BBC-GOB funds for Amazon and Beyond.

The Amazon and Beyond Project was completed with a combination of funding sources including BBC-GOB, Safe Neighborhood Parks (SNP), State and private donations raised by ZSF for a total of $50 million, leaving a balance of $12,281,130 in BBC-GOB Project No. 46 for future use on the Lakes and Australia Exhibit. This modification increases the allocation of BBC-GOB Project No. 47 "Construction of Phase V – Florida Exhibit" to $43,281,130, utilizing the $12,281,130 in funds remaining in BBC-GOB Project No. 46 – "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit."

After careful review, the Zoo Oversight Board (ZOB) determined that the Florida Exhibit, which includes the redesign of Zoo Miami's entrance to complement the development of the water park, family entertainment center, entrance way and parking lots currently being negotiated for development by a private developer through RFP No. 630, could not achieve the intended objectives without the additional expenditure capacity. Additionally, the remaining $12,281,130 is not sufficient to construct the Lakes and Australia Exhibit as required by modern zoological exhibitory standards which allowed for the success of Amazon and Beyond. The Lakes and Australia Exhibit will remain a part of the master plan subject to availability of future funding.

The ZSF is a partner of more than 50 years with Zoo Miami, contributing capital funds, operating dollars and programmatic efforts throughout this period. In fact, ZSF has raised more than $36 million for Zoo Miami over the last 30 years. It is the intent of ZSF to continue to raise funds for both capital and operating needs and to work with the County through the ZOB for the overall good of the zoo and ultimately, for the community.

The ZSF passed a resolution on September 21, 2006, committing to raise $18.7 million by the target date of 2014, to replenish the funding in Project No. 46 for Amazon and Beyond (Attachment B). ZSF has advised the County that the difficult economic situation over the last three-years has made it extremely challenging to raise the private dollars anticipated by 2014. ZSF commits to raising $3.0 million for the Florida Exhibit project by the time it is ready to open. The ZSF remains committed to raise the remaining $15.7 million towards zoo capital projects. Projects that will benefit from these dollars will be solely for Zoo Miami and will be recommended by the ZOB and approved by the County. The ZSF funding is complementary to GOB funding. The amount of BBC-GOB funds for zoo projects is the same as originally approved by the voters in 2004.

The significant modification was presented to the BBC-GOB Citizens' Advisory Committee ("CAC") on September 7, 2010 and was forwarded to the BCC with a favorable recommendation.

Attachments

Alex Muñoz
Assistant County Manager

ATTACHMENT A

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(D)
02-06-07

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

RESOLUTION NO. R-120-07

RESOLUTION APPROVING SIGNIFICANT MODIFICATION TO BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT NO. 46-"MIAMI METROZOO" IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-913-04 AFTER A PUBLIC HEARING; AND APPROVING TERMS OF AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE ZOOLOGICAL SOCIETY OF FLORIDA FOR A MIAMI METROZOO PROJECT AND EXERCISING CANCELLATION PROVISIONS THEREIN

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

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

Section 1. The significant modification to Building Better Communities Bond Program Project No. 46-"Miami Metrozoo" identified in Appendix A to Resolution No. R-913-04 after a public hearing to add the Amazon and Beyond project, all as more particularly described in the accompanying memorandum, is approved.

Section 2. The grant agreement between Miami-Dade County and the Zoological Society, substantially in the form attached to this Resolution as Exhibit A ("Grant Agreement"), is approved and the County Manager is authorized to execute it, subject to proper execution by all parties and review by the County Attorneys' Office, and to exercise the cancellation provisions contained in the Grant Agreement.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. 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. GBK

Geri Bonzon-Keenan

Memorandum

MIAMI-DADE COUNTY

Date: February 6, 2007

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

From: George M. Burgess
County Manager

Agenda Item No. 5(D)

Subject: Resolution Approving a Significant Modification to Building Better Communities General Obligation Bond ("BBC GOB") Program Project Description for Project No. 46-"Miami Metrozoo" after a Public Hearing and Authorizing the County Manager to Execute a Grant Agreement between Miami-Dade County and the Zoological Society of Florida ("ZSF") to use BBC GOB Funds for the *Amazon and Beyond* Project

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RECOMMENDATION

It is recommended that the Board adopt the attached resolution approving a Significant modification to the BBC GOB project description and scope for Project No. 46-"Miami Metrozoo" after a public hearing pursuant to Resolution No. R-913-04 (the "Authorizing Resolution") to add the Metrozoo *Amazon and Beyond* project and approving the terms of, and authorizing the County Manager to execute, a grant agreement between Miami-Dade County and the ZSF to use BCC GOB funds for its construction.

BACKGROUND

Appendix A to the Authorizing Resolution lists park and recreation projects eligible for funding from the BBC GOB program by number, name and size. All additions, deletions and significant modifications to individual projects or to Appendix A require a majority vote of the Board after a public hearing.

One of the projects included in the BBC GOB program is Project No. 46-"Miami Metrozoo" with an allocation of $31 million. The original description and scope of this project, as included in Appendix A to the Authorizing Resolution, states: "Construction of Phase IV – Lakes and Australia Exhibit." It is recommended the project description and scope be modified after a public hearing to include the *Amazon and Beyond* project (formally called "Hidden Treasures of Tropical America") as follows: "Construction of Amazon and Beyond project and Phase IV – Lakes and Australia Exhibit" so the cost of the *Amazon and Beyond* project may be funded from the BBC GOB.

The total project cost for *Amazon and Beyond* is estimated to be $50 million. To date, the following funding sources have been pledged to the project: $13 million from BBC GOB Project No. 313; $7,702,130 from the Safe Neighborhood Parks Bond Program (Resolution No. R-664-05); $500,000 from a State of Florida Grant; and $10.079 million in private funds secured by the ZSF. Because of the escalating cost of materials, labor and insurance there remains a funding shortfall. The scope modification to Project No. 46 to add the *Amazon and Beyond* project, will allow the County to fund the remaining balance of $18,718,870 from the BBC GOB. Prior Board

action (R-346-06), accelerated $2.71 million of BBC GOB Project No. 313 (Miami Metrozoo Improvements) toward construction of the *Amazon and Beyond* project with the balance of $10.3 million to also be allocated toward the project and accelerated. It is understood that the start of other GOB projects may be impacted. All BBC GOB projects associated with Miami Metrozoo are part of the Miami Metrozoo Master Plan as approved by the Board of County Commissioners. The construction and inclusion of these projects in any sequence as resources are made available, will add to the public's overall zoo experience. The ZSF Board of Directors recognizes their role in the development of Miami MetroZoo and their commitment to the *Amazon and Beyond* project. As such, they have prioritized their fundraising efforts for this project and on September 21, 2006, passed a resolution that commits the ZSF to raise $18.7 million in private funds to repay the County. The target date of 2014 is when the ZSF funding would need to be available to assure that other Miami Metrozoo BBC GOB projects remain viable and funded.

ZSF is acting as Agent for the County and the Park and Recreation Department under the authority authorized by the Board of County Commissioners with the creation of the Miami Metrozoo Oversight Board, (Ordinance No. 98-168). In November 2003 the Zoological Society of Florida entered into a Construction Manager at Risk Contract with PCL Construction Services, Inc. for construction of the *Amazon and Beyond* project. The ZSF and the Parks Department have been negotiating a Guaranteed Maximum Price (GMP) with PCL not to exceed $42 million. With the approval of this item, the final GMP contract can be executed. The contract between ZSF and PCL complied with County procurement and Department of Business Development procedures that were in effect at the time the contract was executed.

On May 17, 2005, the Board approved Resolution No. 595-05 delegating to the County Manager the authority to execute grant agreements in the form attached to that resolution (the "Grant Agreement Template"). Because there is an existing construction contract that pre-dates the Grant Agreement Template and because of the unique working relationship between the County and the ZSF, it is necessary to modify the Grant Agreement Template to avoid conflicts and contradictions with the pre-existing contract and contend with other contingencies in the following ways:

1. Bank Accounts and Bonding will not be required of the ZSF because all BBC GOB funds will be issued to ZSF through the Park and Recreation Department on a requisition and reimbursement basis, not funding advances.

2. Liability and Indemnification: The ZSF is serving as Agent for the County and the Department administering the GOB funding allocation, therefore ZSF is not an independent contractor solely responsible for the project.

3. Payment and Performance Bond: In addition to PCL, the contractor providing payment and performance bonds in the full amount of the construction contract naming the County as dual oblige, the ZSF, which is the entity in privity with the County, must provide a payment and performance bond or alternative form of security in accordance with the provisions of Section 255.05, Florida Statutes. Unlike construction contractors, community based organizations ("CBOs") acting as developers do not have the bonding capacity that permits them to provide the payment and performance bond directly. In lieu of a payment and performance bond, the County may in certain circumstances allow for an alternative form of

security for the payment and performance obligations, the value of which is determined by the County. In determining the sufficiency and value of the alternative security the nature, history and financial capabilities of the ZSF, the contractual obligations secured by the alternative security and the contractual safeguards in place to protect payments to persons performing the work were considered.

Based on the County's exposure for fees and services under the existing ZSF-PCL contract and work completed to date, the maximum value of the bond is calculated at $4 million at the start of the contract should it be necessary to call in the surety. It has been County policy and practice to reimburse ZSF for payments made on previous construction projects undertaken on behalf of the County rather than to issue advance payments. The recommendation is made that we continue this policy and, as additional protection request releases of liens from PCL as fee payments are made through the reimbursement process. This will further reduce the potential liability to the County and is the basis for recommending the alternative form of security from the ZSF in the form of cash, bond or letter of credit in an amount equal to $2 million. Nothing in this recommendation affects the obligation of the ZSF to require PCL, the general contractor, to post a payment and performance bond in the full amount of the construction contract naming the County as dual obligee.

After hearing an explanation of the item at their meeting of November 15, 2006, there was a consensus among the members of the Building Better Communities Citizens' Advisory Committee that the item should be considered by the Board after committee review.

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: February 6, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 5(D)

Please note any items checked.

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

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

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

_____ Housekeeping item (no policy decision required)

_____ No committee review

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. 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. GBK

Geri Bonzon-Keenan

MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
AGREEMENT BETWEEN
MIAMI-DADE PARK AND RECREATION DEPARTMENT AND
ZOOLOGICAL SOCIETY OF FLORIDA

This Agreement (the "Agreement") authorized by resolution R-595-05, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its PARK AND RECREATION DEPARTMENT herein sometimes designated as the "COUNTY" or the "OWNER," and the ZOOLOGICAL SOCIETY OF FLORIDA, a Florida nonprofit membership organization (the "SOCIETY") is entered into this ____ day of _____, 2006.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, the Society is already acting as Agent for the County under an existing contract for the completion of the "Amazon and Beyond" Project (the "Project") which is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Agreement; and

WHEREAS, the County is confident that the Society will be able to maximize results of Building Better Communities Bond funding and is the best outlet for furthering the development of the "Amazon and Beyond" project at Miami Metrozoo; and

WHEREAS, the "Amazon and Beyond" project is estimated to cost approximately $50 million (the "Total Project Cost") and will be funded from the following sources: GOB Premium Funds accelerated from first series GOB Project No. 313, Miami Metrozoo per Resolution R-346-06 Exhibit 2, ($2,710,000); GOB Project No. 313, Miami Metrozoo ($10,290,000); GOB Project No. 46, Miami Metrozoo ($18,718,870); Safe Neighborhood Parks Funds per Resolution R-664-05 Exhibit 3, ($7,702,130); State of Florida Grant ($500,000); private fundraising through the Society ($10,079,000); and

WHEREAS, the Zoological Society of Florida has committed to raising the $18.7 million to replace the funds borrowed from GOB Project No. 46, by the target date of 2014 when the funding would need to be available for other Metrozoo GOB projects, Exhibit 4; and

WHEREAS, Miami Metrozoo GOB Project No. 313 and Miami Metrozoo GOB Project No. 46 are eligible for funding from the BBC GOB Program in a total amount not to exceed $44 million (the "Funding Allocation"); and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate $31.719 million for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Project physically improves an area, facility, resource or site to increase its ability or capacity to serve the public; and

WHEREAS, the County and the Board of Directors of the Society have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the approved funding allocation, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Agreement are the Society and the County. The County has delegated the responsibility of administering this grant to the County Manager, or his designee, through its Park and Recreation Department, who shall be referred to herein as the "County Manager."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. **Amount of Funding Cycle Allocation and Payment Schedule:** A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Society through written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any. The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation an amount equal to $31.719 million. This amount represents a portion of the amount necessary to complete the Project. By making this grant, Miami-Dade County assumes no obligation to provide

financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of the Society. The Funding Cycle Allocation shall be provided in accordance with the Administrative Rules which are attached as Schedule 1 ("Administrative Rules") and incorporated in this Agreement by this reference. In the event that the Funding Cycle Allocation is not expended on schedule, additional allocations may be delayed for one calendar year or more depending on the bond schedule, in accordance with the Administrative Rules and Section 22 of this Agreement.

Payment(s) of Funding Cycle Allocation funds will be made to the Society pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Society provided the Society is not in breach of this Agreement and the Society has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely from the BBC GOB Program funds. The Society shall be solely responsible for submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Manager.

Section 3. **Project Description:** The Society may only use the Funding Cycle Allocation for the purpose of purchasing, building, renovating and/or equipping facilities for the Project as specifically described in Exhibit 1.

If the Society wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project, the Society must request in writing that the County Manager review and approve such revisions. Society's request must be given at least fourteen (14) days prior to implementation of revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 4. **Project Budget:** The Society agrees to demonstrate fiscal stability and the ability to administer the Funding Cycle Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. This Project budget is attached as Exhibit 1. Further, Society agrees that all expenditures will be subject to the terms of this Agreement. If Society wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions substantially alter the original Project, the Society must request in writing that the County Manager review and approve such revisions. Society's request must be given at least fourteen (14) days prior to implementation of the revisions. The

County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 5. **Expenditure Deadline:** The Society shall spend or commit all of the Funding Cycle Allocation and matching funds on or before December 30, 2008 (the "Expenditure Deadline"). Any Funding Cycle Allocation funds not spent or committed by the Expenditure Deadline or for which a Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. A Project extension may be requested in writing from the County Manager at least thirty (30) business days prior to the Expenditure Deadline. The County Manager, at his discretion, may grant an extension of up to one (1) year from the Expenditure Deadline so long as such extension will not significantly alter the Project including its quality, impact, or benefit to the organization, the County or its citizens. Additional extensions may be authorized by the County Manager if the Society can document in a written request sufficient Project progress and cause for such an extension to be warranted.

Section 6. **Report Deadline:** To demonstrate that the Funding Cycle Allocation has been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that Society has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to this Funding Cycle Allocation award, the Society must submit to the County Manager, a written report documenting that the Society is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Manager monthly. The Society shall also submit a written report to the County Manager on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Society is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, Miami-Dade County, state and federal requirements. The County Manager may also request that a compilation statement or independent financial audit and accounting for the expenditure of Funding Cycle Allocation funds be prepared by an independent certified public accountant at the expense of the Society.

In the event that the Society fails to submit the required reports as required above, the County Manager may terminate this Agreement in accordance with Section 15. Further, the County Manager must approve these reports for the Society to be deemed to have met all conditions of the grant award.

Section 7. **Program Monitoring and Evaluation:** The County Manager may monitor and conduct an evaluation of the Society's operations and the Project, which may include visits by County representatives to: observe the Project or Society's programs, procedures, and operations; discuss the Society's programs with the Society's personnel; and/or evaluate the public impact of the Project. Upon request, the Society shall provide the County Manager with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the

event the County Manager concludes, as a result of such monitoring and/or evaluation, that the Society is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact on the Society's ability to fulfill the conditions of this Funding Cycle Allocation award, then the County Manager must provide in writing to the Society, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Society's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If Society refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Manager, then the County Manager, at his discretion, may take other actions which may include reduction or rescission of the Funding Cycle Allocation award, or withholding Funding Cycle Allocation funds until such time as the Society can demonstrate that such issues have been corrected. Further, in the event that the Society does not expend the Funding Cycle Allocation for the Project or uses any portion of the Funding Cycle Allocation for costs not associated with the Project and the Society refuses or is unable to address the areas of concern, then the County Manager may request the return of the full or partial Funding Cycle Allocation award. The County Manager may also institute a moratorium on applications from the Society to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Manager, whichever occurs first.

If the Project involves construction work, the Grantee shall: notify the County Manager of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Manager all plans and specifications and receive the approval of the County Manager prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Accounting and Financial Review:** The Society must keep accurate and complete books and records for all receipts and expenditures of this Funding Cycle Allocation award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Funding Cycle Allocation, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Society for at least three (3) years after the later of: the Expenditure Deadline specified in Section 5; the extended Expenditure Deadline, as approved by the County Manager, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Funding Cycle Allocation award, the Society and/or Project or activities related to the Funding Cycle Allocation award.

The County Manager may examine these books, records and documents at the Society's offices or other approved site under the direct control and supervision of the

Society during regular business hours and upon reasonable notice. Furthermore, the County Manager may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Society, whether or not purported to be related to this grant.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. 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, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an **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 Society and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. 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 Society (and any affected contractor and materialman) from IG, the Society (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board 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 is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Society, its contractors and their respective officers, agents and employees. The Society shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the

County from the Society, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Society.

Section 9. **Publicity and Credits:** The Society must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 10. **Naming Rights and Advertisements:** In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility at least once. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser.

Section 11. **Liability and Indemnification:** It is expressly understood and intended that the Society, as the recipient of BBC GOB Program funds, is an agent of Miami-Dade County, and the Miami-Dade County Department administering the Funding Cycle Allocation award.

The Society agrees to be responsible for all work performed and all expenses incurred in connection with the Project. The Society may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Society that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Society shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Society shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Society or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Society 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Society expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Society shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 12. **Assignment:** The Society is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Funding Cycle Allocation award and reimbursement by the Society of its full value to the County.

Section 13. **Compliance with Laws:** It shall be a contractual obligation of the Society hereunder and the Society agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

Except where State or federal laws or regulations mandate to the contrary, the Society shall cause its contractors to comply with the Responsible Wage Ordinance (Section 2-11.16 of the Code of Miami-Dade County, Administrative Order 3-24 and the Responsible Wages and Benefits Supplemental General Conditions contained in Exhibit 5) throughout the effective term of this Agreement to the same extent as if the construction contract was a competitively bid County construction contract.The Society shall comply and shall cause its contractors to comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability.

The Society covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93

(Affirmative Action Plan Furtherance and Compliance), and Resolution No. R.-185-00 (Domestic Leave Ordinance).

Except where State or federal laws or regulations mandate to the contrary, the Society shall comply and shall cause its contractors to comply with the requirements of Section 10-33.02 of the Code of Miami-Dade County and the Community Business Small Enterprise Program Provisions attached hereto as Exhibit 5 to the same extent as if this Agreement were a County capital construction contract.

The Society shall cooperate and shall cause its contractors to cooperate with the County's Department of Business Development ("DBD") to identify and establish appropriate Community Small Business Enterprise ("CSBE") subcontractor and local workforce (CWP) goals for construction trade and labor work associated with the Project. The Society shall cause its contractors to comply with all CBSE subcontractor and local workforce goals established by DBD for the Project and shall cause its contractors to comply with all other requirements of the Provisions.

The Society shall, and shall require all contractors to, (a) comply with all periodic monitoring and other compliance documentation required by DBD in connection with the CSBE Participation Provisions, the CWP and the Responsible Wage Ordinance, (b) grant to DBD all rights of access to records of contractors and subcontractors for monitoring and compliance with the foregoing, (c) pay any applicable monitoring fees, and (d) comply with all enforcement actions and pay any sanctions imposed by DBD for non-compliance with the foregoing. The Society shall include the foregoing requirements in each contract.

All records of the Society and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Society shall cause each contract to include a provision that contractor shall comply with all requirements of the Responsible Wage Ordinance, the CWP, and the CSBE Participation Provisions (including prompt payment) all as provided above and Exhibits 5 attached hereto, and Section 2-1076 as provided in Section 8 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.

The Society shall comply with any applicable requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

The Society has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 14. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by the Society:

(1) If the Society uses the Funding Cycle Allocation for costs not associated with the Project (i.e. ineligible costs), and the Society fails to cure its default within thirty (30) days after written notice of the default is given to the Society by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Society commences diligently and thereafter continues to cure.

(2) If the Society shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 14(a)(1) and the Society fails to cure its default within thirty (30) days after written notice of the default is given to the Society by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Society commences diligently and thereafter continues to cure.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Society; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 14(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Society shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are

cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 14(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this grant is canceled or the Society is requested to repay Funding Cycle Allocation funds because of a breach of this Agreement, the Society will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Society receives the notice in writing of the breach of this Agreement. Further, the Society will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. The Society will also be liable to reimburse the County for all lost or stolen Funding Cycle Allocation funds.

Funding Cycle Allocation funds which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Manager a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 15. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 16. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County: George M. Burgess, County Manager
111 N.W. 1st Street (29th Floor)
Miami, Fl. 33128

Society: President
Zoological Society of Florida
12400 SW 152 Street,
Miami, Florida 33177-1402

With Copies to: Assistant Director for Planning Development
Park and Recreation Department
275 NW 2 Street, 5th Floor,
Miami, Florida 33128

Director, Miami-Metrozoo
12400 SW 152 Street,
Miami, Florida 33177

Section 17. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 18. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 19. **Litigation Costs/Venue**: In the event that the Society or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Society agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 20. **Representation of the Society**: The Society represents that this Agreement has been duly authorized, executed and delivered by the governing body of the Society and it has granted the President of the Society, or the designee, the required power and authority to execute this Agreement. The Society agrees to a) maintain the Project for a minimum of twenty-five (25) years, b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, c) keep the Project open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the project and not discriminate when charging facility admission fees. The Society also agrees to accept and comply with the Administrative Rules as stated in Attachment 1. The Society shall be solely responsible for submitting all documentation required by the Administrative Rules to the County Manager or his designee.

Section 21. **Representation of the County**: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Society for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Society provided the Society is not in breach of this Agreement and the Society has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein.

Section 22. **Invalidity of Provisions, Severability**: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 23. **Insurance:** The Society shall furnish to the Office of Capital Improvements, 111 NW 1st Street, Suite 2130, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount 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.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Section 24. **Payment and Performance Bond:** The Society shall obtain and deliver to the County a payment and performance bond which meets the requirements of Section 255.05, Florida Statutes, naming the Society as Principal and the County as Obligee, or in lieu of such bond, an alternative form of security for the payment and performance obligations as set forth in this section, not less than ten (10) days prior to the anticipated commencement of the Project ("commencement of

the Project" includes the purchase of supplies and materials). The alternative security shall be in the form of ..... in an amount equal to $2 million or in such other form and value as approved by the Board (the "Alternative Form of Security"). The Alternative Form of Security shall be held by the County until completion of the project and receipt of a final release of lien from the Society and the contractor(s) constructing the project.

In addition to the payment and performance bond or Alternative Form of Security required above, the Society shall obtain from the contractor(s) constructing the project, a payment and performance bond in the form required by Section 255.05, Florida Statutes, identifying as Principal(s) any person or entity that enters into a Construction Manager or construction contract with the Society for construction of all or a portion of the Project and identifying the County as obligee under the said performance and payment bond, as the party protected by the Surety against loss in the event of default in performance or payment for services by the Principal(s) under the terms of the contract with the Society.

The County Manager or his designee shall have the right of approval of the payment and performance bond which approval shall not be unreasonably withheld. The Society shall be responsible for recording the bonds and providing notice to contractors and consultants, as required by Section 255.05 of the Florida Statutes.

Section 25. **Special Conditions:** The grant is awarded to this Society with the understanding that the Society is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____ Date: _____, 2006
Deputy Clerk

By: _____ Date: _____, 2006
George M. Burgess
County Manager

ATTEST:

ZOOLOGICAL SOCIETY OF FLORIDA
Federal Identification #_____

(Society's Corporate Seal)

By_____
Chairman or President

_____
Type or Print Above Signature

By_____
Treasurer/ Chief Fiscal Officer

_____
Type or Print Above Signature

By_____
Executive Director

_____
Type or Print Above Signature

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

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ATTACHMENT B

Zoological Society of Florida
12400 SW 152 Street, Miami, Florida 33177-1499
Telephone (305) 255-5551 - Fax (305) 255-7126

RESOLUTION APPROVED BY THE BOARD OF DIRECTORS OF THE ZOOLOGICAL SOCIETY OF FLORIDA DURING THE MONTHLY MEETING HELD ON SEPTEMBER 21, 2006 AT REGIONS BANK, 2800 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA

The following nineteen members in attendance at said meeting represented a quorum of the Board of Directors as stipulated in Article XI, Section 1, titled Quorum, of the organization's Bylaws dated January 9, 2003: Floyd Denison, Nancy Denison, Glenn Ekey, Pedro Fernandez, Victoria Garrigo, Jennifer Getz, Glenn Huber, Robert Hudson, Susan Kahn, David Konfino, Daniel Licciardi, Lee Middleton, Jay Miller, Sanford Miot, Vicki O'Meara, Eric Stephens, Merrett Stierheim, Diana Udel-Cragin, Ana VelgaMilton and Curtis Wolfe.

The above named members of the Board of Directors resolved as follows:
Understanding that it is Miami-Dade County's intent to reassign the appropriate General Obligation Bond dollars, estimated at $18 million, from a 2018 allocation for a Zoo Master Plan project known as "Caribbean Islands" to completing the project known as Amazon and Beyond, it is the intent of the Zoological Society of Florida (ZSF) to raise this amount of funds in order to repay the County by target dates to be determined at a later time by ZSF and County representatives.

This resolution supplements the resolution and discussion of August 21, 2006, whereby the ZSF Board of Directors agreed to endeavor to raise $10 million in six (6) months and subsequently to raise $10 million to replace funds for the Metrozoo project known as the "Facelift." This understanding with Miami-Dade County will enable ZSF to complete both Amazon and Beyond and the Facelift simultaneously as determined jointly Miami Metrozoo and ZSF.

Sanford Miot made a motion to approve the resolution as stated above, seconded by Vicki O'Meara. The motion carried unanimously.

ZSF is acting as Agent for the County in the construction contracts for the "Amazon and Beyond" project located at Miami Metrozoo. This project is completely owned by Miami-Dade County and its citizens and is being developed for their exclusive benefit. ZSF has neither ownership nor controlling nor beneficial interest in this project beyond maximizing results of its construction and fundraising for it. As resolved above, ZSF is committed to use its best efforts to raise the $18 million noted by the target date. Raising these funds will yield the $31 million allocation for Project 46. Should a different amount of funds be raised, Project 46 will be altered in scope accordingly.

David Konfino, Chairman of the Board

Glenn Ekey, President & CEO

ATTACHMENT D

MEMORANDUM

MIAMI-DADE COUNTY

Date: April 8, 2008

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

Amended
Agenda Item No. 8M(3)b

From: George M. Burgess
County Manager

Legistar File No. 081581

Subject: Contract Award Recommendation for Miami Metrozoo Improvements Project No: A06-PARK-01 GOB; Contract No: 592500-06-003-1, **URS Corporation**

This item was amended at the April 8, 2008 Board of County Commissioners meeting, to delete the words stricken through and to add the words underlined in Attachment 7, Section 8.02.A.2.

Recommendation

This Recommendation for Award for PSA contract number 592500-06-003-1 between **URS Corporation** and Miami-Dade County has been prepared by the Park and Recreation Department and is recommended for approval.

Scope

PROJECT NAME: Miami Metrozoo Improvements

PROJECT NO: A06-PARK-01 GOB

CONTRACT NO: 592500-06-003-1

PROJECT DESCRIPTION: Design, permitting and construction administration services for Miami Metrozoo Improvements. The Interpretive Consultant firm is to provide full service project specific architectural and engineering services. The "Interpretive Consultants" services are required for design, permitting, and construction administration of Miami Metrozoo's (Zoo) new exhibits and other Zoo-wide improvements that include, but are not limited to:

The Florida Exhibit – Just beyond the entry plaza and guest welcome area, visitors will be immersed in a native Florida habitat representing a transect through the Everglades, to the pine rocklands and beyond to the coast. The proposed exhibits include native Florida birds, the Florida panther, Key deer, black bear, sea turtle, large exhibit pools along with a boat dock and monorail station. The Florida exhibit will celebrate the unique location of Miami Metrozoo and educate all visitors (resident and non-resident) about the special characteristics of this location.

Entrance Feature, Construction of Phase IV, and Zoo-wide Improvements - The project consists of a new entry feature, Phase IV construction, and other Zoo infrastructure and exhibit area enhancements.

PROJECT LOCATION: Miami Metrozoo, 12400 SW 152nd Street, Miami, FL 33177

PROJECT SITES:	LOCATION	DIST	ESTIMATE	T-S-R
	#70435- 12400 SW 152 ST 33177	9	$1,579,447.29	55-35-39
	#70431- 12400 SW 152ND ST	9	$3,986,798.25	55-25-39
	#70469- 12400 SW 152 ST 33177	9	$1,132,004.21	55-35-39
		Total:	$6,698,249.75	

PRIMARY COMMISSION DISTRICT:	District 9 Dennis C. Moss
APPROVAL PATH:	Board of County Commissioners
OCI A&E PROJECT NUMBER:	A06-PARK-01 GOB
USING DEPARTMENT:	Park and Recreation Department
MANAGING DEPARTMENT:	Park and Recreation Department

Fiscal Impact / Funding Source

PTP FUNDING:	No
GOB FUNDING:	Yes

	GOB PROJECT / DESCRIPTION	GOB ALLOCATION
GOB PROJECTS:	46-GOB - Miami MetroZoo- Construction of Amazon and Beyond Project and Phase IV - Lakes and Australia Exhibit.	$1,579,447.29
	47-GOB - Miami MetroZoo - Construction of Phase V - Florida Exhibit.	$3,986,798.25
	48-GOB - Miami MetroZoo - Construction of Phase III - Zoo wide improvements and entry.	$1,132,004.21
	Project Totals:	$6,698,249.75

	BUDGET PROJECT / DESCRIPTION	AWARD ESTIMATE
CAPITAL BUDGET PROJECTS:	934160-MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from Future Years Funds (FY 2014-15)	$91,500.00

934160-MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from Future Years Funds (FY 2015-16)	$1,148,500.00
934160-MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from Future Years Funds (FY 2016-17)	$339,447.29
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2007-08 Funds	$564,000.00
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2008-09 Funds	$802,500.00
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2009-10 Funds	$232,500.00
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2010-11 Funds	$2,387,798.25
936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 220 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2007-08 Funds	$37,500.00
936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 220 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2008-09 Funds	$566,500.00
936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 220 Funding Year: Adopted Capital Budget	$107,500.00

Book for FY 2007-08 from FY 2009-10 Funds

936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM $420,504.21
Book Page: 220 Funding Year: Adopted Capital Budget
Book for FY 2007-08 from FY 2010-11 Funds

Project Totals: $6,698,249.75

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	14.00	ARCHITECTURE
Other	10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

NTPC'S DOWNLOADED: 98

PROPOSALS RECEIVED: 6

CONTRACT PERIOD: 4,745 Days. The term of this agreement shall start upon execution by the parties hereto and extend for 4,745 days from the effective date of this agreement or until completion of the warranty period, whichever occurs first. This extended term is so that the contract coincides with the funding availability of the GOB schedule. It is important to note that architects will not be compensated unless they are working on a specific project. This professional services agreement is not for the design only; it also includes the permitting, construction oversight, closeout and one-year warranty on all construction phases.

CONTINGENCY PERIOD: 474 Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: $11,103,000.00 Two PSA contracts at $5,551,500 each.

BASE CONTRACT AMOUNT:	$5,551,500.00	One PSA Contract to URS Corporation		
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$555,150.00	
ART IN PUBLIC PLACES:	$91,599.75	1.50%		
SPECIAL PROFESSIONAL SERVICES :	$500,000.00	9.00%	Special professional services are associated with the Outdoor Themed Park Attraction Development within the Richmond Naval Air Station (RNAS) area.	
TOTAL DEDICATED ALLOWANCE:	$591,599.75			
TOTAL AMOUNT:	$6,698,249.75			

Track Record / Monitor

EXPLANATION

At the September 29, 2007 First-Tier meeting, the Selection Committee (Committee) deemed four of the six respondents responsive. Following the evaluation and ranking of the four respondents, URS Corporation (URS) was ranked number one and Forbes Architects (Forbes) was ranked number four. The Committee unanimously voted to invite all four firms to the October 30, 2007 Second-Tier meeting. Following the evaluation and ranking at the Second-Tier meeting, Forbes was ranked number one and URS was ranked number two. The Committee recommended both Forbes and URS for negotiations of a professional services agreement. The Negotiation Committee commenced and successfully concluded negotiations with both Forbes and URS on December 20, 2007.

URS Corporation has one previous contract with the County. There are no evaluations in the Capital Improvements Information System. This contract will be monitored by the Department's Design Development Division.

SUBMITTAL DATE:	8/31/2007
ESTIMATED NOTICE TO PROCEED:	5/15/2008
PRIME CONSULTANT:	URS Corporation
COMPANY PRINCIPAL:	Michael Nardone
COMPANY QUALIFIERS:	William "Sandy" Stevenson, AIA, NCARB
COMPANY EMAIL ADDRESS:	Michael_Nardone@urscorp.com

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COMPANY STREET ADDRESS:	7650 Corporate Center Drive, Suite 401
COMPANY CITY-STATE-ZIP:	Miami, FL 33126
YEARS IN BUSINESS:	104
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	The Department of Small Business Development's Firm History Report shows 1 contract for a total of $3,045,499 including an amendment.
SUBCONSULTANTS:	PJA Architects + Landscape Architects, P.S.; Main Street Design; URS Corporation Southern; Louis J. Aguirre & Associates, P.A.; Vital Engineering, Inc.; Nifah and Partners Consulting Engineers, Inc.; Leiter, Perez & Associates, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 10/25/2006 **SIGNOFF DATE:** 10/31/2006
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

MEASURE	GOAL	COMMENT
CBE	14.00%	
CWF	0.00%	Not Applicable

MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME/PHONE/EMAIL:	Michael Yaskin	(305) 755-7816	MY1@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Angel Trujillo	305-755-7972	ANGELT@miamidade.gov

Background

BACKGROUND: In 2004 the voters of Miami-Dade County approved the *Building Better Communities* General Obligation Bonds for Miami Metrozoo in the amount of $87 million. Construction of the Amazon and Beyond exhibit is well underway; this contract award to URS Corporation is for design, permitting, and construction administration services for the Florida Exhibit, Caribbean Exhibit, Entrance Feature, and other zoo-wide improvements to be constructed in the coming years. The request to advertise for consultant selection for this award was approved by the Board under Resolution No. R-410-07.

BUDGET APPROVAL FUNDS AVAILABLE:	For OSBM **OSBM DIRECTOR**	2-8-08 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	Monica Rizzo **COUNTY ATTORNEY**	2-13-08 **DATE**
CAPITAL IMPROVEMENTS CONCURRENCE:	2/19/08 **OCI DIRECTOR**	2/19/08 **DATE**
	For **ASSISTANT COUNTY MANAGER**	3/11/08 **DATE**

CLERK DATE: _____ **DATE**

Memorandum

MIAMI-DADE COUNTY

Date:

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

From: George M. Burgess
County Manager

Subject: Delegation of Authority for Miami Metrozoo Improvements PSA Award to URS Corporation, A06-PARK-01 GOB, Contract Number 592500-06-003-1

The Board of County Commissioners delegate the Manager's Authority to execute, amend, and terminate the Professional Services Agreement Contract A06-PARK-01 GOB, Contract Number 592500-06-003-1, to URS Corporation.

STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

ATTACHMENT 1

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

Metrozoo Improvements

MIAMI METROZOO - ADDITIONAL IMPROVEMENTS - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 932890

DESCRIPTION: Construct additional improvements at Metrozoo

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County — DISTRICT LOCATED: 9
ESTIMATED ANNUAL OPERATING IMPACT: $100 — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	6,066	5,458	1,404	72	0	0	0	0	13,000
TOTAL REVENUE:	6,066	5,458	1,404	72	0	0	0	0	13,000

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	150	0	0	0	0	0	0	0	150
Construction	5,916	5,458	1,404	72	0	0	0	0	12,850
TOTAL EXPENDITURES:	6,066	5,458	1,404	72	0	0	0	0	13,000

MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 934160

DESCRIPTION: Construct Phase IV including the Caribbean Exhibit

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County — DISTRICT LOCATED: 9
ESTIMATED ANNUAL OPERATING IMPACT: $1,305 — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	5,719	10,000	3,000	0	0	0	0	12,281	31,000
TOTAL REVENUE:	5,719	10,000	3,000	0	0	0	0	12,281	31,000

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	972	1,700	510	0	0	0	0	2,088	5,270
Construction	4,747	8,300	2,490	0	0	0	0	10,193	25,730
TOTAL EXPENDITURES:	5,719	10,000	3,000	0	0	0	0	12,281	31,000

MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 933650

DESCRIPTION: Construct Phase V including the Florida Exhibit

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County — DISTRICT LOCATED: 9
ESTIMATED ANNUAL OPERATING IMPACT: $1,400 — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	40	1,200	1,725	465	9,070	18,500	0	0	31,000
TOTAL REVENUE:	40	1,200	1,725	465	9,070	18,500	0	0	31,000

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	40	1,200	1,725	0	0	0	0	0	2,965
Construction	0	0	0	465	9,070	18,500	0	0	28,035
TOTAL EXPENDITURES:	40	1,200	1,725	465	9,070	18,500	0	0	31,000

STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

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

MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 936010

DESCRIPTION: Construct Phase III improvements including the entry way

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
ESTIMATED ANNUAL OPERATING IMPACT: $2,050
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	525	716	2,294	1,175	3,490	3,800	0	0	12,000
TOTAL REVENUE:	525	716	2,294	1,175	3,490	3,800	0	0	12,000

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	425	716	390	200	590	0	0	0	2,321
Construction	100	0	1,904	975	2,900	3,800	0	0	9,679
TOTAL EXPENDITURES:	525	716	2,294	1,175	3,490	3,800	0	0	12,000

MIAMI METROZOO IMPROVEMENTS — PROJECT # 935110

DESCRIPTION: Improve facilities to enhance the overall customer experience

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Capital Outlay Reserve	150	250	345	0	0	0	0	0	745
TOTAL REVENUE:	150	250	345	0	0	0	0	0	745

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	10	20	20	0	0	0	0	0	50
Construction	140	230	325	0	0	0	0	0	695
TOTAL EXPENDITURES:	150	250	345	0	0	0	0	0	745

SAFE NEIGHBORHOOD PARKS BOND PROGRAM - MIAMI METROZOO IMPROVEMENTS — PROJECT # 9341101

DESCRIPTION: Continue development toward completion of the second lobe of "Tropical Americas"

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
ESTIMATED ANNUAL OPERATING IMPACT: $1,200
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Safe Neigh. Parks (SNP) Proceeds	9,000	0	0	0	0	0	0	0	9,000
Cash Donations - Non County Sources	3,000	0	0	0	0	0	0	0	3,000
TOTAL REVENUE:	12,000	0	0	0	0	0	0	0	12,000

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	1,920	100	0	0	0	0	0	0	2,020
Construction	6,080	3,900	0	0	0	0	0	0	9,980
TOTAL EXPENDITURES:	8,000	4,000	0	0	0	0	0	0	12,000

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STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

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

MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 936010

DESCRIPTION: Construct Phase III improvements including the entry way

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: $2,050

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	525	716	2,294	1,175	3,490	3,800	0	0	12,000
TOTAL REVENUE:	525	716	2,294	1,175	3,490	3,800	0	0	12,000

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	425	716	390	200	590	0	0	0	2,321
Construction	100	0	1,904	975	2,900	3,800	0	0	9,679
TOTAL EXPENDITURES:	525	716	2,294	1,175	3,490	3,800	0	0	12,000

MIAMI METROZOO IMPROVEMENTS — PROJECT # 935110

DESCRIPTION: Improve facilities to enhance the overall customer experience

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Capital Outlay Reserve	150	250	345	0	0	0	0	0	745
TOTAL REVENUE:	150	250	345	0	0	0	0	0	745

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	10	20	20	0	0	0	0	0	50
Construction	140	230	325	0	0	0	0	0	695
TOTAL EXPENDITURES:	150	250	345	0	0	0	0	0	745

SAFE NEIGHBORHOOD PARKS BOND PROGRAM - MIAMI METROZOO IMPROVEMENTS — PROJECT # 9341101

DESCRIPTION: Continue development toward completion of the second lobe of "Tropical Americas"

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: $1,200

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Safe Neigh. Parks (SNP) Proceeds	9,000	0	0	0	0	0	0	0	9,000
Cash Donations - Non County Sources	3,000	0	0	0	0	0	0	0	3,000
TOTAL REVENUE:	12,000	0	0	0	0	0	0	0	12,000

EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	1,920	100	0	0	0	0	0	0	2,020
Construction	6,080	3,900	0	0	0	0	0	0	9,980
TOTAL EXPENDITURES:	8,000	4,000	0	0	0	0	0	0	12,000

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Gibboney, Anita (OSBM)

From:	Cutie, Ralph (OCI)
Sent:	Tuesday, February 05, 2008 1:29 PM
To:	Gibboney, Anita (OSBM)
Cc:	Finol, Ana (OCI); Navarrete, George (OCI); Arrazcaeta, Aleida (OCI)
Subject:	Parks MetroZoo PSA Awards (Contract Nos. 592500-06-003-1 [URS Corporation] and Contract Nos. 592500-06-003-2 [Forbes Architects])

Anita,

Ana and I have reviewed the subject award recommendations prepared by Parks for MetroZoo and we have verified in the GOB Database that there are sufficient funds available for this project. We recommend awarding these PSAs. If you have any questions or if there is anything else we can help you with, please let us know.

Thanks.

Ralph.

Ralph Cutié
Manager, Project Scheduling and Compliance
Office of Capital Improvements (OCI)
General Obligation Bond (GOB) Division
111 N.W. 1st Street
Suite 2130
Miami, Florida 33128-1926
Office: 305-375-1457, Fax: 305-372-6130
e-mail: rcutie@miamidade.gov

"Delivering Excellence Every Day"

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Dept. of Business Development
Project Worksheet ATTACHMENT 2

Project/Contract Title:	MIAMI METROZOO IMPROVEMENTS (SIC 871)		RC Date: 10/25/2006
Project/Contract No:	406-PARK-01-GOB	Funding Source:	Item No: 1-01
Department:	PARKS & RECREATION	GOB	
Estimated Cost of Project/Bid:	$12,500,000.00		Residential Date(s):
Description of Project/Bid:	TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES FOR FULL SERVICE, PROJECT SPECIFIC ARCHITECTURAL AND ENGINEERING SERVICES TO BE PROVIDED BY TWO FIRMS. THE SERVICES WILL REQUIRE CONSULTANTS SPECIALIZING IN ZOO EXHIBIT DESIGN (INCLUDING PERMITTING, CONSTRUCTION ADMINISTRATION, AND OTHER ZOO-WIDE IMPROVEMENTS).		

Contract Measures - Requirements

Measure	Program	Goal Percent
Goal	CBE	14.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 7-37, Section V.

Funding Source: General Obligation Bonds.

The estimated total contract amount of $12,500,000.00 (for design, permitting and construction administration services), is to be divided equally between the two firms; the 14% CBE goal applies to both agreements.

SIC 871 - Architectural and Engineering Services

Availability - Contract Subcontracting Detail

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$251,600.00	2.00%	39
GENERAL MECHANICAL ENGINEERING	CBE	$377,400.00	3.00%	26
GENERAL ELECTRICAL ENGINEERING	CBE	$251,600.00	2.00%	27
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$251,600.00	2.00%	11
GENERAL CIVIL ENGINEERING	CBE	$629,000.00	5.00%	56
	Total:	$1,761,200.00	14.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 96-1113 applicable to all construction projects over $100,000 that do not utilize Federal Funds

DEPT. CONTROL RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MGO) _____ Goal 14% Bid Preference _____

No Measures _____ Deferred _____ Selection Factor _____

Designee to Review Committee — Date: 10-25-06 — County Manager — Date: 10/26

ATTACHMENT 3

Memorandum

MIAMI-DADE COUNTY

2007 SEP 27 AM 11:46

CMO-CAPITAL IMPROVEMENTS

Date: September 25, 2007

To: Ian H. Yorty, Interim Director
Office of Capital Improvements

From: Penelope Townsley, Interim Director
Small Business Affairs / Department of Procurement Management

Subject: CBE Compliance Review
Project No. A06-PARK-01
Miami MetroZoo Improvements

Small Business Affairs, Department of Procurement Management (SBA/DPM) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 14% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from URS Corporation Southern (#1), Torre Design Consortium, Ltd. (#3), R. E. Chisholm Architects, Inc. (#4), Sixto Architect, Inc. (#5), and John Forbes Architects, Inc. /DBA Forbes Architects (#6) for compliance review.

URS Corporation Southern (#1) submitted the required Schedule of Participation that listed CBE sub-consultants Louis J. Aguirre & Associates, P.A. to perform General Mechanical Engineering at 3%, Vital Engineering, Inc. to perform General Electrical Engineering at 2%, Nifah and Partners Consulting Engineers, Inc. to perform General Structural Engineering also at 2%, and Leiter, Perez & Associates, Inc. to perform General Civil Engineering and Surveying and Mapping-Land Surveying also at 7%. The Letters of Intent submitted were in agreement with the Schedule of Participation. URS Corporation Southern is in compliance with the CBE Participation Provisions.

Torre Design Consortium, Ltd. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants Kaderabek Company to perform Geotechnical & Materials Engineering Services at 1%, Nifah and Partners Consulting Engineers, Inc. to perform General Civil Engineering also at 9.08%, V.E. Alvarez & Partners, LLC to perform General Electrical Engineering also at 4.54%, P (3) S M, LLC to perform Surveying and Mapping-Land Surveying at 1.44%, and Rodolfo Ibarra, P.E., P.A. to perform Environmental Engineering-Stormwater Drainage Design Services at .30%. The Letters of Intent submitted for Kaderabek, V.E. Alvarez, P (3) SM, and Rodolfo Ibarra were in agreement with the Schedule of Participation; however, the Letter of Intent submitted for Nifah and Partners listed them to perform General Structural Engineering at 9.08%. In a clarification to Small Business Affairs, Torre Design Consortium confirmed that Nifah and Partners would perform General Structural Engineering at the 9.08%. Torre Design Consortium, Ltd. is in compliance with the CBE Participation Provisions.

R. E. Chisholm Architects, Inc. (REC) (#4) submitted a proposal for the above referenced project which included a form "Letter of Intent" (CBE 102) reflecting CBE sub-consultant Milian, Swain & Associates, Inc. satisfying the 14% CBE sub-consultant goal, but failed to submit form "Schedule of Participation" (CBE 101). A "four corners" review was conducted and there were other documents in, the proposal that included information that would be listed on the Schedule of Participation. The Letter

of Interest listed the signature of the prime consultant, the sub-consultants of which the team comprises, the scope of work to be performed, but failed to list the related percentage. Additionally; included was an organizational chart that also listed the sub-consultants and the scope of work they would perform, but no related percentage. The CBE Participation Provisions, Section E.2.a.i., states: "Respondents must submit a Schedule of Participation (Form CBE 101) at the time of proposal submission identifying all CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work." A legal opinion from the County Attorney's Office stated the following: "Absent from REC's bid package is a commitment to allocate a specific percentage of the work to Milian or documentation equivalent to a commitment that if awarded the contract REC would enter into a written subconsultant agreement with the CBE to perform designated professional services representing specific percentages of work. The required commitment must be explicit; it cannot be implied. Accordingly, it is the determination of this office that REC's bid is non-responsive."

Sixto Architects, Inc. (#5) a certified CBE-A/E firm submitted the required Schedule of Participation that listed itself to perform Architecture and Architectural Construction Management at 25%, utilizing its own forces to satisfy the established CBE-A/E goal. Sixto Architects, Inc. is in compliance with the CBE Participation Provisions.

John Forbes Architects, Inc. /DBA Forbes Architects (#6) submitted the required Schedule of Participation that listed CBE sub-consultants Ford Engineers, Inc. to perform Environmental Engineering-Stormwater Drainage Design Services and General Civil Engineering at 2.75%, Louis J. Aguirre & Associates, P.A. to perform General Mechanical Engineering and General Electrical Engineering at 8%, Weidener Surveying & Mapping, P.A. to perform Surveying and Mapping-Land Surveying at .50%, and Curtis + Rogers Design Studio, Inc. to perform Landscape Architecture at 2.75%. The Letters of Intent submitted were in agreement with the Schedule of Participation. John Forbes Architects, Inc. /DBA Forbes Architects is in compliance with the CBE Participation Provisions.

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

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

cc: Miriam Singer, DPM
Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBA/DPM
File

Attachment

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Memorandum

MIAMI-DADE COUNTY

RECEIVED
DEPT. BUSINESS DEV.
2007 SEP 25 AM 11:01

To: Penelope Townsley
Interim Director
Small Business Affairs

Date: 25 September 2007

From: John McInnis
Assistant County Attorney

Subject: Project No. A06-PARK-01 (Miami Metrozoo Improvements)

This office has been asked whether the bid submitted by **R.E. Chisholm Architects, Inc.** (REC), in connection with the above-referenced project, is responsive within the meaning of Miami-Dade County's community business enterprise program for architects and engineers (CBE-A/E), §§2-10.4.01, *et seq.*, Code of Miami-Dade County. For this project the Board of County Commissioners has established a 14% subconsultant goal for certified community business enterprises (CBEs).

The bid documents for this project, including, without limitation, Administrative Order 3-32 ("AO 3-32") and participation provisions promulgated pursuant to the CBE ordinance, require all respondents to submit a schedule of participation form or its equivalent at the time of proposal submission identifying all CBEs that will participate on the project, the professional service designation of each CBE's work, and the percentage of each firm's participation. Section IX (A) (1) of the CBE participation provisions provides:

> The Schedule of Participation [SOP] constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBEs listed are qualified and available to perform as specified. The Schedule of Participation is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBEs for the scope of work at the percentage set forth in the Schedule of Participation. Failure to submit the required documents within the required time frames ***may*** render the proposal nonresponsive or be subject to sanctions or penalties as outlined in the contract or in this Administrative Order.

Staff of the small business affairs division of the procurement management department advises that REC submitted a proposal for the subject project, but failed to submit a schedule of participation form (Form CBE 101). Despite the missing form, staff reviewed REC's bid package in its entirety to determine whether the information sought through the SOP could be found elsewhere in the submittal. REC's bid package includes a letter of interest, a table of organization, a description of the project team, and a signed letter of intent (LOI) from Milian, Swain & Associates, Inc. ("Milian"), a CBE firm. The letter of interest, signed only by REC's principal, provides the scope of work, but does not show the percentages of work Milian would perform. The organizational chart and description of the project team identify Milian, but are similarly silent as to the extent of Milian's participation. Milian's LOI indicates it is available to perform environmental and civil engineering for 14% of the project; however, that LOI is not a commitment by *REC* to utilize the services of Milian on the project. Absent from REC's bid package is a commitment to allocate a specific percentage of the work to Milian or documentation equivalent to a commitment that if awarded the contract REC would enter into a written subconsultant agreement with the CBE to perform designated professional services representing specific percentages of work. The required commitment must be explicit; it cannot be implied. Accordingly, it is the determination of this office that REC's bid is non-responsive.

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DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 12/27/2002 To: 12/27/2007

ATTACHMENT 4

FIRM NAME: URS CORPORATION
100 California St
San Francisco, CA 94111

PRIMES

PROJECT #	CONTRACT	INDEX	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
R-1444-03	1	CM	NO MEASURE	12/16/2003	$750,000	$249,999	$0		* CM&E SERVICES, INC. - $7,447.70 * CMTS FLORIDA, LLC - $13,869.39
CONSULTANT SERVICES FOR THE PERFORMING ARTS CENTER									
					$750,000				
R-1444-03 AMENDMENT	1	CM	NO MEASURE	07/27/2005	$2,295,499	$2,358,564	$0		CAPITAL CONSTRUCTORS AND CONSULTANTS - $13,863.82 CM&E SERVICES, INC. - $17,035.47 CMTS FLORIDA, LLC - $517,846.54 HOWE ENGINEERS - $60,000.00 LEAN PROJECT CONSULTING - $90,000.00 VITAL MANAGEMENT SOLUTIONS, LLC - $166,350.00
CONSULTANT SERVICES FOR THE PERFORMING ARTS CENTER									
					$2,295,499				

Total Award Amount	$3,045,499
Total Change Orders Approved by BCC	$0
	$3,045,499
Total Change Orders Approved After Requested Date Range	$0
Total Change Orders Pending	$0
	$3,045,499

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* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

ATTACHMENT 5

Find Contract With Search String

Status View | Exit | Projects | Goto Bottom

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 941716908

URS Corporation

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
9	PR	592500-06-003-1	Miami Metrozoo Improvements	URS Corporation	N/A	$5,551,500		0% / N/A
5	GS	Z00018-195D	Pre-Trial Detention Center 40-	URS Corporation	N/A	$285,450	9/20/2007	0% / N/A
				Totals:	2	$5,836,950		

* Contracts with Green Name are PSA Agreements
Yellow Status=Inactive Contract

Status View | Exit | Projects | Goto Top

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ATTACHMENT 6

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
04-24-07

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

RESOLUTION NO. R-410-07

RESOLUTION AUTHORIZING A REQUEST TO INITIATE AND ADVERTISE FOR CONSULTANT SELECTION FOR TWO (2) CONSULTANTS FOR MIAMI METROZOO IMPROVEMENTS, CONTRACT NO. A06-PARK-01 GOB; AND AUTHORIZES THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 the request to initiate and advertise for consultant selection for two (2) consultants to provide design, permitting, and construction administration services for Miami Metrozoo improvements for a total amount of $12,580,000, Contract No. A06-PARK-01 GOB, and authorizes the County Manager to exercise any and all other rights conferred therein, upon review by the County Attorney.

The foregoing resolution was offered by Commissioner Carlos A. Gimenez, 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. 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

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

By: KAY SULLIVAN
Deputy Clerk

MEMORANDUM

MIAMI-DADE COUNTY

Date: April 24, 2007

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

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

From: George M. Burgess
County Manager

Subject: Request to Advertise for Miami Metrozoo Improvements - Project No: A06-PARK-01-GOB; Contract No: 592500-06-003

Recommendation

This Request to Initiate and Advertise for a Consultant Selection for Contract No: 592500-06-003 has been prepared by and is recommended for approval.

Scope

PROJECT NAME:	Miami Metrozoo Improvements
PROJECT NO:	A06-PARK-01-GOB
CONTRACT NO:	592500-06-003
PROJECT DESCRIPTION:	The Florida Exhibit – Just beyond the entry plaza and guest welcome area, visitors will be immersed in a native Florida habitat representing a transect through the Everglades, to the pine rocklands and beyond to the coast. The proposed exhibits include native Florida birds, the Florida panther, Key deer, black bear, sea turtle, large exhibit pools along with a boat dock and monorail station. The Florida exhibit will celebrate the unique location of Miami Metrozoo and educate all visitors (resident and non-resident) about the special characteristics of this location. Entrance Feature, Construction of Phase IV, and Zoo-wide Improvements - The project consists of a new entry feature, Phase IV construction, and other Zoo infrastructure and exhibit area enhancements.
PROJECT LOCATION:	Miami Metrozoo, 12400 SW 152nd Street, Miami, FL 33177

PROJECT SITES:	LOCATION	DIST	ESTIMATE	T-S-R
	#70431- 12400 SW 152ND ST	9	$5,269,762.00	55-25-39
	#70469- 12400 SW 152 ST 33177	9	$2,040,476.00	55-35-39
	#70435- 12400 SW 152 ST 33177	9	$5,269,762.00	55-35-39
		Total:	$12,580,000.00	

PRIMARY COMMISSION DISTRICT:	District 9	Dennis C. Moss
APPROVAL PATH:	Board of County Commissioners	
OCI A&E PROJECT NUMBER:	A06-PARK-01 GOB	
USING DEPARTMENT:	Metrozoo	
MANAGING DEPARTMENT:	Park and Recreation Department	

Fiscal Impact / Funding Source

FUNDING SOURCE:	Building Better Communities Bonds
PTP FUNDING:	No
GOB FUNDING:	Yes

GOB PROJECTS:

GOB PROJECT / DESCRIPTION	GOB ALLOCATION
47-GOB - Miami Metrozoo	$5,269,762.00
48-GOB - Miami Metrozoo	$2,040,476.00
46-GOB - Miami Metrozoo	$5,269,762.00
Project Totals:	$12,580,000.00

CAPITAL BUDGET PROJECTS:	BUDGET PROJECT / DESCRIPTION	RTA ESTIMATE
	934160-MIAMI METROZOO - CARIBBEAN EXHIBIT Book Page: 227 Funding Year: Future Funding	$5,452,961.50
	933650-MIAMI METROZOO - FLORIDA EXHIBIT Book Page: 227 Funding Year: FY 2006-07	$2,277,000.00
	933650-MIAMI METROZOO - FLORIDA EXHIBIT Book Page: 227 Funding Year: FY 2007-08	$1,350,000.00
	933650-MIAMI METROZOO - FLORIDA EXHIBIT Book Page: 227 Funding Year: FY 2008-09	$1,642,762.00
	936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY Book Page: 227 Funding Year: Prior Years Funding	$558,476.00
	936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY Book Page: 227 Funding Year: FY 2006-07	$564,800.50
	936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY Book Page: 227 Funding Year: FY 2007-08	$734,000.00
	Project Totals:	$12,580,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

Services from two (2) consultants specializing in zoo exhibit design are required for design, permitting, and construction administration of the Miami Metrozoo projects. Due to the specialties inherent with the design of zoological exhibits, the design team must have designed a minimum of three (3) zoological exhibit facilities within the last 5 years.

TYPE	CODE	DESCRIPTION
Prime	14.00	ARCHITECTURE
Other	10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

ESTIMATED CONTRACT PERIOD:	4,745	days. The term of these two (2) agreements shall start upon execution by the parties hereto and extend for 4,745 days from the effective date of these agreements or until completion of the warranty period, whichever occurs first. These professional services agreements are not for the design only; they also include the permitting, construction oversight, closeout and one-year warranty on all construction phases.
ESTIMATED CONTINGENCY PERIOD:	474	
IG FEE INCLUDED IN BASE CONTRACT:	Yes	
ART IN PUBLIC PLACES:	Yes	
BASE ESTIMATE:	$11,103,000.00	Two PSA contracts at $5,551,500 each.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	$1,110,300.00	
ART IN PUBLIC PLACES :	$183,199.50	1.50%		
REIMBURSABLE EXPENSES :	$183,500.50	1.51%		
TOTAL DEDICATED ALLOWANCE:	$366,700.00			
COST ESTIMATE:	$12,580,000.00			

Track Record / Monitor

EXPLANATION:	The two firms are yet to be determined.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	MEETING DATE: 10/25/2006 SIGNOFF DATE: 10/31/2006
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	MEASURE	GOAL	COMMENT
	CBE	14.00%	
	CWF	0.00%	Not A pplicable

MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME/PHONE/EMAIL:	Michael Yaskin	(305) 755-7816	MY1@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	David Livingstone	305-755-7824	DCL@miamidade.gov

Background

BACKGROUND: This project is for two (2) interpretive consultant firms to provide full service project specific architectural and engineering services for the design, permitting, and construction administration of Miami Metrozoo's new exhibits, entrance feature, and other zoo-wide infrastructure and exhibit area enhancements.

DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:

COMMITTEE MEMBER & TITLE	YEAR HIRED	GENDER / ETHNICITY	EDUCATION	PROFESSIONAL LICENSES
Glenn Ekey, Executive Director Zoological Society of Florida	1992	M/Caucasian	Bachelor of Arts	
Eric Stephens, Director, Miami Metrozoo	1979	M/Caucasian	Bachelor of Science, Park and Recreation Administration	

BUDGET APPROVAL FUNDS AVAILABLE: OSBM DIRECTOR — DATE 3-30-07

APPROVED AS TO LEGAL SUFFICIENCY: COUNTY ATTORNEY — DATE 3/21/7

ASSISTANT COUNTY MANAGER — DATE

MEMORANDUM
(Revised)

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

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

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

Please note any items checked.

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

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

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

_____ Housekeeping item (no policy decision required)

_____ No committee review

ATTACHMENT A

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Development
Project Worksheet

Project/Contract Title:	MIAMI METROZOO IMPROVEMENTS (SIC 871)	RC Date:	10/25/2006
Project/Contract No:	A06-PARK-01 GOB	Item No:	1-01
Department:	PARKS & RECREATION	Funding Source: GOB	
Estimated Cost of Project/Bid:	$12,580,000.00	Resubmittal Date(s):	

Description of Project/Bid: TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES FOR FULL SERVICE, PROJECT SPECIFIC ARCHITECTURAL AND ENGINEERING SERVICES TO BE PROVIDED BY TWO FIRMS. THE SERVICES WILL REQUIRE CONSULTANTS SPECIALIZING IN ZOO EXHIBIT DESIGN (INCLUDING PERMITTING, CONSTRUCTION ADMINISTRATION, AND OTHER ZOO-WIDE IMPROVEMENTS).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	14.00%

Reasons for Recommendation

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

Funding Source: General Obligation Bonds.

The estimated total contract amount of $12,580,000.00 (for design, permitting and construction administration services), is to be divided equally between the two firms; the 14% CBE goal applies to both agreements.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$251,600.00	2.00%	30
GENERAL MECHANICAL ENGINEERING	CBE	$377,400.00	3.00%	26
GENERAL ELECTRICAL ENGINEERING	CBE	$251,600.00	2.00%	27
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$251,600.00	2.00%	11
GENERAL CIVIL ENGINEERING	CBE	$629,000.00	5.00%	56
	Total	$1,761,200.00	14.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ Goal 14% Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

[signature] 10-25-06 [signature] 10/31/06

Chairperson, Review Committee — Date — County Manager — Date

DBDR0030 v 20051019

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PROJECT # 932660

MARINA CAPITAL PLAN

DESCRIPTION: Plan, develop, and construct improvements to each of the marinas

LOCATION: Various Sites
Various Sites

DISTRICT LOCATED: 4, 5, 6, 7, 8, 9
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Sunshine State Financing	2,200	6,700	3,100	0	0	0	0	0	12,000
Operating Revenue	3,137	500	500	500	500	500	0	0	5,637
TOTAL REVENUE:	5,337	7,200	3,600	500	500	500	0	0	17,637

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	885	300	300	300	300	0	0	0	2,085
Construction	1,741	3,000	3,000	3,000	3,000	1,611	0	0	15,352
Project Contingency	100	100	0	0	0	0	0	0	200
TOTAL EXPENDITURES:	2,726	3,400	3,300	3,300	3,300	1,611	0	0	17,637

Metrozoo Improvements

PROJECT # 932890

MIAMI METROZOO - ADDITIONAL IMPROVEMENTS - BUILDING BETTER COMMUNITIES BOND PROGRAM

DESCRIPTION: Construct additional improvements at Metrozoo

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: $500

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOT
Building Better Communities GOB Program	0	0	0	0	179	1,534	384	10,903	13,0
TOTAL REVENUE:	0	0	0	0	179	1,534	384	10,903	13,000

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	0	0	0	0	179	1,534	384	0	2,097
Construction	0	0	0	0	0	0	0	10,903	10,903
TOTAL EXPENDITURES:	0	0	0	0	179	1,534	384	10,903	13,000

STRATEGIC AREA: Recreation and Culture
DEPARTMENT: Park and Recreation

ATTACHMENT B

FUNDED PROJECTS
(dollars in thousands)

MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 934160

DESCRIPTION: Construct Phase IV including the Caribbean exhibit

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County — DISTRICT LOCATED: 9

ESTIMATED ANNUAL OPERATING IMPACT: $1,305 — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	0	0	0	31,000	31,000
TOTAL REVENUE:	0	0	0	0	0	0	0	31,000	31,000

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	0	0	0	0	0	0	0	5,270	5,270
Construction	0	0	0	0	0	0	0	25,730	25,730
TOTAL EXPENDITURES:	0	0	0	0	0	0	0	31,000	31,000

MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 933650

DESCRIPTION: Construct Phase V including the Florida exhibit

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County — DISTRICT LOCATED: 9

ESTIMATED ANNUAL OPERATING IMPACT: $1,400 — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	1,245	2,277	1,350	9,028	12,147	4,953	0	0	31,000
TOTAL REVENUE:	1,245	2,277	1,350	9,028	12,147	4,953	0	0	31,000

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	1,245	2,277	1,350	398	0	0	0	0	5,270
Construction	0	0	0	8,630	12,147	4,953	0	0	25,730
TOTAL EXPENDITURES:	1,245	2,277	1,350	9,028	12,147	4,953	0	0	31,000

MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM — PROJECT # 936010

DESCRIPTION: Construct Phase III improvements including entry way

LOCATION: 12400 SW 152 St
Unincorporated Miami-Dade County — DISTRICT LOCATED: 9

ESTIMATED ANNUAL OPERATING IMPACT: $2,050 — DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	839	748	734	4,582	5,097	0	0	0	12,000
TOTAL REVENUE:	839	748	734	4,582	5,097	0	0	0	12,000

EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	839	348	734	0	0	0	0	0	1,921
Construction	0	400	0	4,582	5,097	0	0	0	10,079
TOTAL EXPENDITURES:	839	748	734	4,582	5,097	0	0	0	12,000

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 May 2008 in the year two thousand and eight, 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**, hereinafter called the Consultant, for the following Project:

RECEIVED
APR 15 2008
RISK MANAGEMENT DIVISION

Professional Services Agreement For
Miami MetroZoo Improvements
Project No. A06-PARK-01, GOB
Contract No. 592500-06-003-1

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:** Design, construction administration and all services related to and incidental thereto for Miami MetroZoo Improvements including the Florida Exhibit, Entrance Feature, Phase IV, Zoo-wide Improvements and other Zoo Infrastructure and exhibit area enhancements as contemplated and budgeted by the Owner as Basic, Additional and Optional Services. Design services include programming, schematic design, design development, preparation of construction documents and permitting phases. Any Contract changes will require an amendment to the Contract, subject to approval by the Board of County Commissioners.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

2.01) **BASIC SERVICES**: These services are hereinafter referred to as "Basic Services". For each Service Order assigned, the Consultant agrees to provide complete professional architectural and engineering services, including all civil engineering, structural engineering, architectural, mechanical/plumbing engineering, electrical engineering, landscape design and interpretive design services as required for the Project.

Professional Services unique to the development of zoological facilities or theme parks are considered a part of the Consultant's Basic Services. These include, but are not limited to professional services related to zoological animal exhibits, animal caring and housing needs, educational components, animal management/administration support, animal/keeper support areas, thematic rides, food service/concessions and safety/security areas of the facility. A more detailed scope is attached hereto as Exhibit "A".

The drawings shall be produced by Computer Aided Design (CADD) in a version acceptable by the Owner.

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 approved by the Owner.

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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.

Basic Services shall also include 3 meetings/presentations with the Department of Art in Public Places and forty (40) hours for coordination with the selected artist to comply with Ordinance No. 73-77 – Art in Public Places (See Article 8.09.G.)

2.01.A) Phase I - Programming:

2.01.A.1) Upon receipt of an authorization to proceed from the Owner, the Consultant and their Sub-Consultants shall visit the site to verify all existing conditions. The Consultant and their 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 prepare and present the Design Program Document for approval by the Owner. The Owner shall review the document for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The Programming submittal must include Design Program Document, a Project Development Schedule and a Statement of Probable Construction Costs as defined below:

2.01.A.1.A) The Consultant shall confer with representatives of the Owner to prepare and establish a Design Program Document consisting of a thematic design concept and detailed textual discussion listing all functions and spaces, together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. This includes visitor spaces as well as exhibit, keeper and service areas. This task must also address the extent to which development actions affect current operations and revenue.

2.01.A.1.B) Provide a detailed development schedule that shows the proposed completion date of each phase of the project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies. 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.1.C) Provide a Statement of Probable Construction Costs that includes a summary evaluation of the estimated cost of any exhibits, buildings or infrastructure including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any), utility service extensions or upgrades. The evaluation shall consist of a brief description of the basis for estimated costs, and how project costs can be adjusted to conform to construction budgets, regulatory review and bid schedules. 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. 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 (Refer to Section 8.09.B).

2.01.A.1.C.1) 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. 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.

2.01.A.2) The Consultant shall submit eight (8) copies of documents required under this Phase 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 - Schematic Design:

2.01.B.1) Upon receipt of an authorization to proceed from the Owner and based on the owner-approved Programming Document, the Consultant shall prepare and present the Design Concept and Schematics Report for approval by the Owner. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The report must include Schematic Design Studies, a Rendering an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below:

2.01.B.1.A) 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, thematic 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.B.2.B) A simple perspective rendering or sketch, model or photograph thereof shall be provided 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.B.2.C) The consultant shall submit an updated Project Development Schedule showing the proposed completion date of each of the remaining phases of the Project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies. 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.B.2.C.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.B.2.C 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.B.2.D) The consultant shall submit an updated Statement of Probable Construction Costs consisting of 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. 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. 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 (Refer to Section 8.09.B).

2.01.B.2.D.1) 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. 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.

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2.01.B.3) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.B.4) The Consultant shall return the review (check) sets of documents from the Programming Phase submission. The Consultant shall provide an appropriate response to all review comments 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 - Design Development

2.01.C.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. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

2.01.C.1.A) 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; thematic concept; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes and other items incidental thereto as may be appropriate and applicable. Consultant's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the Owner), to explain the design concepts.

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

2.01.C.1.C) An updated Statement of Probable Construction Costs (Refer to Section 2.01.B.2.D).

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2.01.C.1.C.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. 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.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.C.3) The Consultant shall return the review (check) sets of documents from the Schematic Phase submission. The Consultant shall provide an appropriate response to all review comments 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.D) Phase IV - Construction Documents Development

2.01.D.1) Upon receipt of an authorization to proceed from the Owner the Consultant and their 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 their 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/interpretive disciplines and compliance of the Design and Construction Documents with all applicable Codes.

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2.01.D.2) Fifty percent (50%) Construction Documents Submittal: The Consultant shall prepare and submit a fifty percent (50%) Construction Documents submittal for review and approval by the Owner which shall include the items indicated below. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

2.01.D.2.A) 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.D.2.B) Eight (8) sets of the Project Manual. The Consultant shall in their 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 all 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.D.2.C) Color boards, which shall show complete color selections for all finish materials.

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

2.01.D.2.E) An updated Statement of Probable Construction Costs (Refer to Section 2.01.B.2.D).

2.01.D.2.E.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.

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The Consultant may include deductive/additive alternate bid items at no additional cost to the Owner if approved or directed by the Owner.

An authorization to proceed with further Construction Documents Development 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.D.3) The Consultant shall return the review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review comments 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.D.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.

2.01.D.5) Rendering Requirements: At approximately seventy-five percent (75%) completion of the Construction Documents, the Consultant shall submit a minimum of four (4) 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.D.6) One hundred percent (100%) Construction Documents Submittal: The Consultant shall prepare and submit a one hundred percent (100%) Construction Documents submittal for final review, comments and approval by the Owner. The Owner shall review documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the

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Project. The one hundred percent (100%) submittal shall include the following:

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

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

2.01.D.6.D) Final rendering submittal consisting of three (3) 20" x 30" framed and glassed (in non-reflective glazing) perspective rendering in color and three (3) 10" x 15" framed and glassed (in non-reflective glazing) color photographic copies of the rendering.

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

2.01.D.6.F) An updated Statement of Probable Construction Costs (Refer to Section 2.01.B.2.D). 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 for reviewing 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 Deductive/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 their 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

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does not guarantee that bids will not vary from the Cost Estimate.

2.01.D.6.F.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.D.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 Construction Documents necessary for approval by County, State and/or Federal regulatory 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%) Construction Documents. The Consultant shall promptly, at any time during the performance of the Services hereunder, advice 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 regulatory 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.D.8) The Consultant shall return the fifty (50%) percent review (check) sets.

2.01.D.9) The Consultant shall make all required changes and resolve all questions presented by the Owner and/or regulatory 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 five (5) sets of all drawings and Project Manuals to the Owner, without additional charge.

2.01.D.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.

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2.01.E) Phase V - Bidding and Award of Contract

2.01.E.1) Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having regulatory 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.E.2) Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:

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

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

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2.01.E.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.E.3.A) Approve the increase in the Project Budget and award a Contract;

2.01.E.3.B) 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.E.3.C) 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.E.3.D) Suspend or abandon the Project.

2.01.F) Phase VI - Administration of the Construction Contract

2.01.F.1) Each 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.F.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.F.3) The Consultant shall provide a full-time Field Representative during the construction period as part of the Basic Services. The prime 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 prime 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

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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.F.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.F.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,

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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.F.5.A) Detailed evaluation of the work for conformance with the Contract Documents;

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

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

2.01.F.5.D) 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.F.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.F.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.F.8) The Consultant shall promptly review and approve shop drawings, samples, and other submissions from the Contractor at no

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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.F.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.F.9.A) 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.F.10) The Consultant and their 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.F.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

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assure a smooth transition from construction to occupancy of the Project.

2.01.F.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 their 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.F.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.F.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.G) **Warranty Administration**

2.01.G.1) The Consultant and their 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 their Sub-Consultants (as needed) should participate with the Owner's representatives in the one year warranty inspection, coordinate the issuance of any corrective punch lists required as a result of such inspection; and monitor the contractor's compliance with such corrective punch lists. The Consultant's assistance may be sought by the Owner

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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. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Section 5.02 and will be paid from the Allowance Account referenced in Section 8.09M.

2.02.A.1) Financial feasibility, life cycle costing, planning surveys, site evaluations, land use analysis, visitor analysis, or comparative studies of related prospective sites.

2.02.A.2) Design services relative to future facilities, systems and equipment associated with the site that are or 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: additional planning and programming services not already included in the basic services, acoustical, interior design, additional food services not already included in the basic services, theatrical, electronic, artists, sculptors and soils Consultant.

2.02.A.5) 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) Not used

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).

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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) Investigations, 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.

2.03) REIMBURSABLE SERVICES

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 purposes listed below. 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.

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, Sub-Consultant(s), permit reviews and check/review sets required by the Agreement;

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

2.03.A.5) Courier services.

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

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2.03.A.7) The Owner after verifying appropriate bills, invoices or statements will reimburse the Consultant for the costs of Reimbursable Expenses.

2.04) DEDICATED ALLOWANCES

2.04.A) Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Section 5.02. At the discretion of the Owner, the Consultant may be authorized to perform the following Services:

2.04.A.1) Special professional services associated with the Outdoor Themed Park Attraction Development within the Richmond Naval Air Station (RNAS) area. The aggregate sum for all payments to the Consultant for these Services authorized on this Project shall be limited to $ 500,000 _____.

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: PJA ARCHITECTS + Landscape Architects, P.S.

Consulting Service: Zoological Programming, Planning and Design

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Firm Name: Main Street Design

Consulting Service: Zoological Exhibit Designer/Signage

Firm Name: URS Corporation South

Consulting Service: Architecture, Environmental Engineering, Stormwater Drainage Design Engineering, General Structural Engineering, General Mechanical Engineering, General Electrical Engineering, Surveying and Mapping, Land Surveying, General Civil Engineering, Architectural Construction Management, Landscape Architecture

Firm Name: Louis J. Aguirre & Associates, Inc.

Consulting Service: General Mechanical Engineering, General Electrical Engineering

Firm Name: Vital Engineering, Inc.

Consulting Service: General Electrical Engineering

Firm Name: Nifah & Partners Consulting Engineers, Inc.

Consulting Service: General Structural Engineering, General Civil Engineering

Firm Name: Leiter, Perez & Associates, Inc.

Consulting Service: Surveying and Mapping, Land Surveying, General Civil Engineering

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

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

14% Community Business Enterprise (CBE) Goal

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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 a Dedicated Allowance/Additional/Reimbursable Service. The Consultant will be entitled to rely on the accuracy and completeness of all information provided by the Owner.

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

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

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

4.02) PROJECT MANAGEMENT

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

4.02.B) The Department Director shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the

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Consultant's work in accordance with approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The Consultant and their Sub consultants should visit the site periodically during the Design Phase to assess existing conditions.

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

ARTICLE 5 - BASIS OF COMPENSATION

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

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

5.01.B) Agreed Lump Sum

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 $ 5,551,500 _____.

5.01.C) Multiple of Direct Salary Expense

Fees calculated on an hourly basis shall be a multiple of 2.9 times the salary rate paid to personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multiples) exceed $ 130 per hour for prime and Sub consultant except as specifically provided herein. The rate for personnel shall be as determined from the actual paid salaries reported to the Department of Internal Revenue. If a full-time project Field Representative is required the multiple shall not exceed 2.1. Said fee shall constitute full compensation for all costs incurred in the performance of the work such as supervision, overhead and profit, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Over-time rates must be authorized by the Owner in advance and at no time exceed time-and-a half. Principals shall not receive additional compensation for performance of over-time work.

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

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

5.01.C.3) The consultant shall be compensated at the flat rate of $ 130 per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:

Charles Rodenfels

5.01.D) Fee for Design of Additive Alternates

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

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

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

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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/REIMBURSABLE SERVICES FEE

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

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

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

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

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

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT FOR BASIC SERVICES

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

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

6.01.A.2) 15% upon completion and approval of Phase II (Schematic)

6.01.A.3) 25% upon completion and approval of Phase III (Design Development)

6.01.A.4) 45% upon completion and approval of Phase 50% of IV (50% Documents)

6.01.A.5) 70% upon completion and approval of Phase 100% of IV (100% Documents, submittal of required renderings and permitting and Dry Run)

6.01.A.6) 75% upon completion of Phase V (Bid and Contract Award)

6.01.A.7) 100% upon completion of Phase VI (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 VI 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

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

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

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

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

ARTICLE 7 - REUSE OF PLANS AND SPECIFICATIONS

7.01) SCOPE OF SERVICES

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

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

7.01.C) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted

materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

8.01.A) Pursuant to Section 725.08 of the Florida Statues, 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.

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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 is 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**
The Owner shall recover the total cost of the damages to the Owner caused by the Consultant's errors and/or omissions. 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

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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

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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.D.1) The company must be rated no less than "B" as to management, and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to approval by the Owner's Risk Management Division.

8.03.D.2) 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 their professional liability insurance policy and certificates of insurance. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, classification required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by Owner. Failure to comply with the insurance requirements listed in section 8.03 may result in the Owner's withholding or delaying payment to the Consultant.

8.04) PERFORMANCE

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

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

period for projects that have been issued service orders. The County Manager may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement Article 8.05 will apply.

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 IV 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 Procurement Management Small Business Affairs (SBA), 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

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any phase, the Consultant shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the project. The Owner will have no further obligation or liability to the Consultant

8.06) TERMINATION OF AGREEMENT

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

8.07) CONSULTANT'S ACCOUNTING RECORDS

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

8.08) OWNERSHIP OF THE DOCUMENTS

8.08.A) The Consultant agrees that all notes, designs, drawings, digital files, 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,

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including all rights therein of whatever kind except as may otherwise be provided hereinafter.

8.09) COMPLIANCE WITH LAWS

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

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

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

8.09.C.1) A Source of Income Statement

8.09.C.2) A Current Certified Financial Statement

8.09.C.3) 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

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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

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. 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 Consultant under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Consultant shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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Upon ten (10) days written notice to the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, 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.

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 three (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 records relating to the work terminated until three (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 provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease

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agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

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.

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8.09.G) ART IN PUBLIC PLACES

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

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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 monthly reports are to be submitted to the Miami-Dade Procurement Management, Small Business Affairs, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibits "B" 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

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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 facilities on public property; therefore an estimated Allowance Account of $ 555,150 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.

8.09.N) The Consultant shall comply with the Sustainable Buildings Program, Miami-Dade County Ordinance No. 07-65.

8.10) MISCELLANEOUS PROVISIONS

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

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

8.10.C) The aggregate sum of all payments for fees and costs, including reimbursable expenses to the Consultant under this Agreement shall not exceed $ 6,606,650.

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

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period for projects that have been issued service orders. The County Manager may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.

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.

Miami MetroZoo Improvements
A06-PARK-01, GOB

URS CORPORATION

Attest:
Secretary: _____ URS CORPORATION
Signature — Legal Name of Corporation

By: Kristin L. Jones _____
Legal Name — Signature

_____ Michael J Nardone, Vice President
(Corporate Seal) — Legal Name and Title

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Miami MetroZoo Improvements
A06-PARK-01, GOB

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements

Risk Management Division

Date: 04/15/08

Approved as to Form and Legal Sufficiency:

Assistant County Attorney

Date: 4/16/08

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:

(Seal)

HARVEY RUVIN
Clerk of the Court

By: _____
Clerk of the Board

Date: 5/13/2008

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

CARLOS ALVAREZ
Mayor

By: _____
Mayor

Date: _____

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

cc: Project Manager

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SCOPE OF SERVICES

INTRODUCTION

Miami-Dade County (County) owns and operates considerable property within the former Richmond Naval Air Station (RNAS) area, the Miami MetroZoo being the core attraction. In order to improve visitation to Miami MetroZoo, the County seeks the services of a multi-disciplinary team of designers and construction managers to address design and development opportunities within the Miami MetroZoo. A zoological planning and design firm or a firm with considerable zoological and outdoor attraction experience must lead the project team for this project.

The current Masterplan is estimated to cost approximately $350M when completely built-out. The voters of Miami-Dade County via referendum approved the 2004 General Obligation Bond Program (GOB), also known as "Building Better Communities". Included in that bond program are $87M to fund portions of the Masterplan build-out and other Zoo-wide improvements. In addition to the $87M from the GOB, the County and the Zoological Society of South Florida (ZSF) are committed to fundraising additional dollars towards the Masterplan build-out and other Zoo-wide improvements which may increase the scope of services to be provided by the selected firms. Any Contract changes will require an amendment to the Contract, subject to approval by the Board of County Commissioners.

BACKGROUND

The RNAS is approximately a four square mile area largely bounded by SW 152 Street (Coral Reef Drive) on the north, SW 184 Street (Eureka Drive) on the south, SW 117 Avenue on the east and SW 137 Avenue on the west. It contains a mix of largely federal institutions that range from national armed forces, health research, communications, and correction facilities to County institutions like recreational parks and educational facilities. The largest single existing institution is Miami MetroZoo.

Historically, the area has been owned or controlled by the federal government since the early 1900's, when it was part of the former Richmond Naval Air Station. The majority of the area is now developed, in varying densities, into thirteen (13) properties that provide for different public functions. This project focuses on new animal exhibits in the Masterplan for Miami MetroZoo and other zoo-wide improvements. Secondarily, assignments may consist of professional services associated with the future use and redevelopment of other adjacent, suitable and publicly owned properties into compatible outdoor themed attractions.

Miami-Dade County has long been committed to improving the value of property in this area, starting with the development of the Miami MetroZoo. Residents have similarly committed to developing and operating a world class zoological park by passing bond issues in 1972 to construct the Miami MetroZoo, in 1996 authorizing $12 million to expand its development by passing the Safe Neighborhoods Bond Program (SNP) issue and more recently the passage of the GOB.

TASKS

The main tasks are designed to support the short-term Zoo-wide improvements needed at Miami MetroZoo and the design and construction administration of projects associated with the expenditure of GOB funding and any additional funds leveraged against this source.

Miami MetroZoo Design and Construction Administration: This part of the project involves providing all design services necessary to implement Zoo-wide improvements and master plan recommendation expansion areas like the "Florida Exhibit", "Entry", "Caribbean Exhibit" or any other identified development priority, in the form of professional architectural and engineering services. The task involves each of six subtasks listed below, and addresses all interpretive design, civil engineering, structural engineering, architectural design, mechanical engineering, electrical engineering, landscape design and construction administration services required for the project.

In some cases it may be necessary to include professional services unique to the development of zoological facilities or theme parks as part of the basic services. These include, but are not limited to zoological animal, educational, administration or support areas and thematic rides, concessions and safety/security areas. Over the course of this project, these professional tasks may include the direct provision of services, indirect provision of services, or acting as the Owner's agent in reviewing and approving services.

a) Subtask - Programming. Establish a Design Program consisting of a detailed textual discussion and listing of all functions and spaces, together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. This includes all areas of the master plan that are deemed priority by the Owner for implementation and where funding has been identified.

   Provide a detailed development schedule that shows the proposed completion date of each phase of the project through design, bidding, construction, and proposed date of acceptance. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies.

   Provide a Statement of Probable Construction Costs that includes a summary evaluation of the estimated cost of any exhibits, buildings or infrastructure including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any), utility service extensions or upgrades. The evaluation shall consist of a brief description of the basis for estimated costs, and how project costs can be adjusted to conform to construction budgets, regulatory review and bid schedules.

b) Subtask - Schematic Design.

The Schematic Design shall consist of detailed site-specific plans, floor plans, elevations, sections, and all other elements required to show the scale and relationship of each component of the program. Site plans shall include a zoning analysis and identification of any special site or environmental requirements affecting the site. A simple perspective rendering or sketch, model or photograph may be provided to further show the design concept, but it must also include a general description of the major professional components (civil, structural, mechanical and electrical systems) of the project.

Updated development schedules shall show the proposed completion date of each phase of the individual and current project through design, bidding, construction, and proposed date of acceptance. The updated Statement of Probable Construction Costs shall include a summary of the estimated cost of the individual and current project including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any) and utility service extensions. If the probable construction cost exceeds the total funds allocated for construction of the project, appropriate cost or scope reduction recommendations must be included with the submittal.

c) Subtask - Design Development. Provide design development documents, updated development schedules and updated construction cost estimates specific to prioritized and funded portions of the project. Documents consist of drawings (site plans, floor plans, elevations, sections), outline specifications, and other documents necessary to delineate and describe the character of the specific prioritize project with respect to architectural design; civil, structural, mechanical and electrical systems; landscaping; construction materials; finishes and other items.

Updated development schedules shall show the proposed completion date of each phase of the individual and current project through design, bidding, construction, and proposed date of acceptance. The updated Statement of Probable Construction Costs shall include a summary of the estimated cost of the individual and current project including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any) and utility service extensions. If the probable construction cost exceeds the total funds allocated for construction of the project, appropriate cost or scope reduction recommendations must be included with the submittal.

d) Subtask - Construction Document Development. Prepare construction documents for review and approval by the Owner that will be used in an authorized competitive bidding process or any other delivery method the Owner deems the most appropriate for each project. This task includes

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the preparation of sufficient bidding documents, in accordance with standard County administrative procedures, that includes construction drawings, project manuals, color boards and materials, updated schedules and updated probable costs and schedules.

e) Subtask – Bidding and Award. The Owner, at its sole discretion will determine the most efficient delivery method for construction. This subtask involves assisting the Owner with the competitive bidding or negotiated construction contract award. This subtask also involves the review and approval of bid documents and printing, if requested. This task assists the Owner in obtaining construction bids/prices, evaluating bids/prices and preparing and awarding the construction contract. Part of this process involves the issuance of bid documents, addendums, attending bid meetings and bid openings. Evaluation assistance may include, but is not limited to, reviewing the responsiveness of bids, recommending acceptance/rejection/modification of bids and preparing documents for award of the contract.

f) Subtask - Construction Administration. Provide long-term construction administration for work authorized and approved by the Owner during the funded development of the site. This task involves functioning as the Owner's agent in the general administration of the construction contract. Functioning as Owner's agent, this task includes evaluating claims, responding to requests for information, attending weekly construction meetings and recording the minutes of all meetings. Part of this process involves the review of all payment requisitions and recommending acceptance/rejection/modification of the contractor's requests for payment.

General administration of the construction contract begins with the award of a Construction Contract and ends with the final approved payment and occupancy. During this period, the task requires site visits, inspection reports, supervision of contractors and recommendations for payment of contractors based on value engineering.

OPTIONAL TASKS

Optional tasks focus first on the on additional design and construction administration services associated with additional funding the County and the ZSF may add to the initial development budget. And second focus on short-term planning necessary to guide the continued development at Miami MetroZoo and the property outside of Miami MetroZoo proper but within the RNAS area. These optional services may include, but are not limited to the following categories.

- Planning
- Land Use Analysis
- Visitor Analysis
- Market Research
- Economic Analysis
- Feasibility Study

In addition to the above optional tasks, the Consultant may be called upon for the following task:

- Outdoor Themed Attraction Development. This task involves functioning as the Owner's agent to oversee competitive bidding and award of the contract and general administration of the construction contract for work outside of the initial project. Bidding and award of contract involves approval of bid documents and printing, if requested. Functioning as Owner's agent, this task assists the County in obtaining construction bids, evaluating bids and preparing and awarding the construction contract. Part of this process involves the issuance of bid documents, attending bid meetings and bid openings. Evaluation assistance may include, but is not limited to, reviewing the responsiveness of bids, recommending acceptance/rejection/modification of bids and preparing documents for award of the contract.

  General administration of the Outdoor Themed Attraction Development construction contract begins with the award of a Construction Contract and ends with the final approved payment. During this period, the task requires site visits, inspection reports, supervision of contractors and recommendations for payment of contractors based on value engineering. The long-term component of this optional task ends with completion of construction administration of work associated with funding provided by the County and the ZSF as part of RNAS area development.

BUDGET

The total current available budget for the Miami MetroZoo projects is approximately $87 million.

The County and the ZSF remain committed to fundraising additional funds and hope to leverage existing funds toward obtaining additional development funds. The selected consultants are encouraged to assist the Owner to identify sources and means of accessing additional funds.

ATTACHMENT E

Dept. of Business Development
Project Worksheet

Project/Contract Title:	MIAMI METROZOO IMPROVEMENTS (SIC 871)	RC Date:	10/25/2006
Project/Contract No:	A06-PARK-01 GOB	Item No:	1-01
Department:	PARKS & RECREATION	Funding Source:	GOB
Estimated Cost of Project/Bid:	$12,580,000.00	Resubmittal Date(s):	

Description of Project/Bid: TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES FOR FULL SERVICE, PROJECT SPECIFIC ARCHITECTURAL AND ENGINEERING SERVICES TO BE PROVIDED BY TWO FIRMS. THE SERVICES WILL REQUIRE CONSULTANTS SPECIALIZING IN ZOO EXHIBIT DESIGN (INCLUDING PERMITTING, CONSTRUCTION ADMINISTRATION, AND OTHER ZOO-WIDE IMPROVEMENTS).

Goals/Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	14.00%

Reasons for Recommendation

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

Funding Source: General Obligation Bonds.

The estimated total contract amount of $12,580,000.00 (for design, permitting and construction administration services), is to be divided equally between the two firms; the 14% CBE goal applies to both agreements.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$251,600.00	2.00%	30
GENERAL MECHANICAL ENGINEERING	CBE	$377,400.00	3.00%	26
GENERAL ELECTRICAL ENGINEERING	CBE	$251,600.00	2.00%	27
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$251,600.00	2.00%	11
GENERAL CIVIL ENGINEERING	CBE	$629,000.00	5.00%	56
	Total	$1,761,200.00	14.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ Goal 14% Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee — Date 10-25-06 — County Manager — Date 10/31/06

DBDR.0050 v 20051019

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ATTACHMENT F

Memorandum

MIAMI-DADE COUNTY

Date: February 9, 2011

To: Jack Kardys, Director
Park and Recreation

From: Penelope Townsley, Director
Department of Small Business Development

Subject: Project No. A06-PARK-01 Amendment #1

The subject project was reviewed by the Department of Small Business Development (SBD) for compliance with the following section of the Code of Miami-Dade County - the Community Business Enterprise (CBE) Program, §2-10.4. The project was awarded to URS Corporation on April 8, 2008 with a 14% CBE sub-consultant goal equal to $854,931.

Based on paid to date amounts the project is 19% complete and CBE's have been paid $9,975.00 or 0.9%. SBD will monitor the project for continued compliance.

Please do not hesitate to contact me at 305-375-3134 if you need additional information.

c: Alice Hidalgo-Gato, CMC Division Director, SBD
Veronica Clark, Assistant to the Director, SBD
Patrice King, Administrative Officer, SBD

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MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**8M1B**
File Number:	**110582**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**April 5, 2011**
Type of Item:	**Resolution**

Summary

This resolution approves a Professional Services Agreement (PSA) Amendment No. 1 with URS Corporation (URS) for Zoo Miami Improvements. The amendment transfers $500,000 from Dedicated Allowances to Basic Services within the PSA, resulting in no net contract increase for time or money.

The funding for this PSA is derived from the Building Better Communities General Obligation Bond (GOB) Project No. 47.

Background and Relevant Legislation

On February 6, 2007, the Board approved Resolution R-120-07, authorizing a significant modification to GOB Project No. 46. This significant modification revised the project description to: "Construction of Amazon and Beyond Project and Lakes and Australia Exhibit "and maintained a $31 million allocation.

On December 7, 2010, the BCC approved Resolution R-1148-10, authorizing a significant modification to (GOB) Program Projects No. 46 and No. 47 in the following manner:

- change project description for GOB Project no. 46 to only read: "Construction of Amazon and Beyond" and deleting the "Lakes and Australia Exhibit" portion of the project;
- reduce GOB project no. 46 allocation from $31 million to $18,718,870;
- add $31 million allocation to GOB project no. 47 (Florida Exhibit).

According the Capital Improvements Information System (CIIS), Zoo Miami GOB projects include the following:

GOB No.	Name	Allocation
46	Zoo Miami-Construction of Amazon and Beyond	$18,719,000
47	Zoo Miami-Florida Exhibit	$43,281,000
48	Zoo Miami-Zoo-wide improvements and entry	$12,000,000
313	Zoo Miami-Additional improvements to Metro Zoo	$13,000,000
	Total	**$87,000,000**

Based on the above-listed GOB project allocations, GOB project no. 47 represents fifty (50%) percent of the total GOB allocations for Zoo Miami.

Zoo Miami PSA

Currently, the Miami-Dade Park and Recreation Department (MDPR), has two PSA contracts for design consultants for the Zoo Miami Improvements. The two PSA contracts include the following:

Zoo Miami PSAs	Contractor	GOB Project	Award Amount	Goals
592500-06-003-01	URS	47	$5,551,500	• CBE Goal of 14% • Small Business Development (SBD) confirms that based on the paid to date amounts reported by URS, **1%** has been paid to CBE firms and therefore in compliance. • Based on the paid to date amounts the project is 19% complete and CBE's have been paid $9,975 or %0.9 percent
592500-06-003-02	Forbes Architects	47 & 48	$6,698,249	• CBE Goal of 14% • Small Business Development (SBD) confirms that based on the paid to date amounts reported by Forbes Architects, **15%** has been paid to CBE firms and therefore in compliance.

Questions

The following question was posed to MDPR followed by their response:

- Will the Outdoor Themed Park Attraction Development be adversely affected from the $500,000 transfer of dedicated allowance?
  No, funding capacity will continue under the Forbes Architects PSA allowance to perform the services needed for the development.