

# MIAMI BEACH

## City Commission Meeting SUPPLEMENTAL MATERIAL 1

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive  
October 16, 2013

Mayor Matti Herrera Bower  
Vice-Mayor Edward L. Tobin  
Commissioner Jorge R. Exposito  
Commissioner Michael Góngora  
Commissioner Jerry Libbin  
Commissioner Deede Weithorn  
Commissioner Jonah Wolfson

City Manager Jimmy L. Morales  
City Attorney Jose Smith  
City Clerk Rafael E. Granado

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### ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

### SUPPLEMENTAL AGENDA

#### C7 - Resolutions

C7E A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Settlement Agreement Between The City Of Miami Beach And Bermello Ajamil & Partners, Inc., (BAP) For Extended Professional Construction Engineering And Inspection Services (CEI) For The Florida Department Of Transportation (FDOT) Work Included In The Water Mains And Sanitary Sewer Mains, And Milling And Resurfacing Improvements Along Indian Creek Drive Between 26th And 41st Streets; In The Negotiated Amount Of \$73,000 From Previously Appropriated Funding.

(Capital Improvement Projects)

**(Revised Settlement Agreement & Release)**

C7L A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Parking Lease Agreement With The National Marine Manufacturers Association (NMMA) Boat Show For The Preferred Parking Lot And Other City Property Adjacent To The Boat Show Exhibition Space/Premises; Said Lease For The Boat Show Dates In February 2014, 2015, And 2016, Respectively, And Running Concurrently With The Boat Show Lease Agreement For Use Of The Miami Beach Convention Center.

(Parking Department)  
**(Agreement)**

**C7 - Resolutions** (Continued)

- C7II A Resolution Approving Funding In An Amount Of Up To \$50,000, And Authorizing The City Manager Or His Designee To Reimburse The Miami Beach Visitor And Convention Authority (VCA) (In An Amount Not To Exceed \$50,000) With Regard To The VCA's Completion Of The Build-Out Of Its New Office Space, Located At 1701 Meridian Avenue, Unit 403; Such Reimbursement For A New Heating, Ventilation, And Air Conditioning (HVAC) System Design, Engineering, Permitting And Installation.  
(Tourism, Culture & Economic Development)  
**(Memorandum & Resolution)**

**R5 - Ordinances**

- R5T An Ordinance Amending Chapter 42 Of The Miami Beach City Code, Entitled "Emergency Services," By Amending Article II Thereof, Entitled "Alarm Systems," By Amending Section 42-86, Entitled "False Alarms," To Prohibit Three (3) Or More False Intrusion Alarms; By Amending Section 42-89 Entitled "Notification Of False Alarms," Which Shall Be Entitled "Enforcement," And Sets Forth The Enforcement Authority Of The Miami Beach Police Department And The Issuance Of A Notice Of Violation For Section 42-86; By Amending Section 42-90 Entitled "Initial Review Upon Notification," Which Shall Be Entitled "Rights Of Violators; Payment Of Fine; Right To Appear; Failure To Pay Civil Fine Or To Appeal," And Specifically Delineates The Rights Of Violators, Payment Of Fine, Right To Appear, And Failure To Pay The Civil Fine Or Appeal; By Amending Section 42-91 Entitled "Appeal Of False Alarm Designation," Which Shall Be Entitled "Penalties," By Providing For Penalties Regarding A False Intrusion Alarm; By Deleting Section 42-92 Entitled "Penalty For Violation Of Division"; Providing For Repealer, Codification, Severability, And An Effective Date. **First Reading**  
(Requested by Finance & Citywide Projects Committee)  
(Legislative Tracking: Police Department)  
**(Memorandum & Ordinance)**

**R7 - Resolutions**

- R7C A Resolution Approving And Authorizing The Mayor And The City Clerk To Execute Guaranteed Maximum Price (GMP) Amendment No. 1 To The Pre-Construction Services Agreement With QGS Development, Inc., Dated October 19, 2011, For Construction Management At Risk Services For The Par 3 Golf Course Project, In The Amount Of \$4,227,898; With Previously Appropriated Funding In The Amount Of \$4,127,898 From Fund 388 - MDC CDT Interlocal-CDT/Resort Fund; \$100,000 From Fund 431 - 2011 Stormwater Bonds - Reso 2011-27782; And A 5 Percent Owner's Contingency In The Amount Of \$211,395 From Fund 304 - Capital Reserve, Subject To Future Appropriation Through A Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting, For A Total Amount Of \$4,439,293.  
(Capital Improvement Projects)  
**(Memorandum & Resolution)**

**R9 - New Business and Commission Requests**

- R9C Update On The Miami Beach Convention Center Project.  
(City Manager's Office)  
**(Memorandum)**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into this \_\_\_\_\_ day of October, 2013, by and between BERMELLO AJAMIL & PARTNERS, INC., a Florida corporation, (hereinafter "BAP") and the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation (hereinafter, the "CITY"). BAP and the City may also be referred to individually as a "Party", and collectively as the "Parties."<sup>1</sup>

### RECITALS

**WHEREAS**, the City retained BAP to perform professional certified engineer inspection (CEI) services in connection with the Florida Department of Transportation (FDOT) work included in the water mains and sanitary sewer mains, and milling and resurfacing improvements along Indian Creek Drive, between 26<sup>th</sup> and 41<sup>st</sup> Streets (hereinafter the "Project");

**WHEREAS**, pursuant to Resolution No. 2009-27169, on September 9, 2009, the CITY entered into an agreement for said CEI services for the Project (the "Contract");

**WHEREAS**, during the course of the Project, numerous construction issues arose with respect to water main installation and other additional work, which extended the completion time of the Project. As a result, BAP was required to perform extended CEI services, above and beyond the services contemplated under the Contract;

**WHEREAS**, as a result of a dispute between the Parties as to the value of the additional services provided by BAP on the Project, the Parties to this Settlement Agreement desire to avoid protracted litigation at this time, and compromise and settle claims that have been or could be asserted by and against them upon the terms set forth in this Settlement Agreement;

**WHEREAS**, the Parties desire to settle and waive any and all claims, disputes, past, present, or future, regarding the Project, regardless of responsibility, including, but not limited to, any and all claims that were made or could be made.

### AGREEMENT

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

1. Recitals: The above recitals are true and correct and are hereby made a material part of this Agreement and are binding upon the Parties.

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<sup>1</sup> Wherever used herein, the term "Party" or "Parties" shall include singular and plural, officers, directors, officers, heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations, and the use of any gender shall be held to include every other and all genders, wherever the context so admits or requires.

2. Settlement Terms: The full amount due and owing BAP is \$74,900.00, which reflects the total remaining amount due and owing for the Project. No other monies are due and owing BAP. Payment will be made to BAP within thirty (30) days after approval by the City Commission of the Settlement Agreement and execution of the Agreement by the Parties.

3. Limited Release: Upon payment of the Settlement Payment, BAP releases, acquits and forever discharges the City, including its affiliates and insurers, directors, officers, employees, agents and attorneys, together with its heirs, executors, administrators, associates, representatives, successors and assigns, from any and all past, present and future claims, demands, obligations, damages, costs, expenses, actions and causes of action whether for compensatory, punitive, or other damages, arising from or relating to claims relating to the Project, including, without limitation, claims arising or relating to claims for additional services, which were made or could have been made.

The City releases, acquits and forever discharges BAP, including its affiliates and insurers, directors, officers, employees, agents, subcontractors, sureties, and attorneys, together with its heirs, executors, administrators, associates, representatives, successors and assigns, from any and all past, present and future claims, demands, obligations, damages, costs, expenses, actions and causes of actions, whether for compensatory, punitive, or other damages, arising from or relating to claims relating to the Project, including, without limitation, claims arising or relating to claims for additional services, which were made or could have been made.

4. Consideration; Legal Representation: The Parties acknowledge that this Agreement is adequately supported by sufficient and adequate consideration and is fair and reasonable. The Parties further acknowledge and agree that: (i) each Party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts and legal counsel of its choice as such Party may have desired with respect to all matters settled and resolved herein; (ii) each Party has participated fully in the negotiation and preparation of this Agreement; (iii) each Party has carefully reviewed this Agreement and is entering into same freely; and (iv) this Settlement Agreement is entered into in good faith and was not obtained by fraud, misrepresentation, or deceit. Accordingly, this Agreement shall not be more strictly construed against any Party.

5. Authority: Each Party represents and warrants to the other that the execution and delivery of this Settlement Agreement has been duly approved by all requisite and corporate or partnership action (as applicable) required to be taken by such Party.

6. Severability: In the event any term or provision of this Settlement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect, provided that such deletion does not materially adversely affect the interests of any party hereto or the meaning, intent, or purpose of this Agreement.

7. Modification; Waiver: This Agreement may only be modified in writing signed by both Parties. No waiver or modification of the Agreement or of any covenant, condition or limitation contained herein, shall be valid unless in writing and signed by all Parties to the Agreement, or their authorized counsel. If the City excuses or condones any breach or default by BAP of any obligation under this Agreement, this shall not be a waiver of such obligation with respect to any continuing obligation or subsequent breach or default and no such waiver shall be implied.

8. Choice of Law: This Settlement Agreement shall be construed in accordance with the laws of the State of Florida.

9. Venue: Venue for any dispute arising out of, or in connection with, this Settlement Agreement including, without limitation, its interpretation and effect, and any action to enforce any provision contained herein, shall be in a court of competent jurisdiction in and for Miami-Dade County, Florida.

10. Entire Agreement: This Settlement Agreement constitutes the full and entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no agreements, representations or warranties except as specifically set forth herein. The terms of this Settlement Agreement are contractual and not a mere recital. All prior agreement(s) are to be construed to be of no further force or effect, it being the intention of the Parties that this Settlement Agreement shall serve as the sole and entire expression of their agreement and understanding. However, execution by all Parties shall be a condition precedent to the effectiveness of this Agreement as binding against any Party.

11. Captions and Headings; References: The captions and headings of this Agreement are for the purpose of convenience of reference only and in no way define, limit or describe the scope or intent of the Agreement or in any way affect the terms and conditions of this Agreement. All references in the Agreement to the terms "herein," "hereunder," "hereof" and words of similar import shall refer to this Agreement, as distinguished from the Paragraph, Section and/or Subsection within which such term is located.

12. Counterparts: This Agreement may be executed in counterparts with the same force and effect as if any signatures appeared on the same document. The Parties further agree that facsimile, digitally transmitted and electronic copies of an original signature shall be accepted as an authentic original signature.

\*\*\* SIGNATURE PAGES FOLLOW \*\*\*

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and date first written above.

**BERMELLO AJAMIL & PARTNERS, INC.**

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2013, by \_\_\_\_\_ as \_\_\_\_\_ of Bermello Ajamil & Partners, Inc., who is personally known to me or who has produced \_\_\_\_\_ (type of identification).

Name: \_\_\_\_\_  
(Print Name)

Notary Public – State of Florida  
My Commission Expires:

**CITY OF MIAMI BEACH, FLORIDA**

Attest:

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by \_\_\_\_\_ as \_\_\_\_\_ of the City of Miami Beach, who is personally known to me or who has produced \_\_\_\_\_ (type of identification).

Name: \_\_\_\_\_  
(Print Name)

Notary Public – State of Florida  
My Commission Expires

**APPROVED AS TO  
FORM & LANGUAGE  
FOR EXECUTION**

*[Signature]*  
\_\_\_\_\_  
CITY ATTORNEY • 10-11-13  
DATE

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**MIAMI BEACH CONVENTION CENTER AREA PARKING LEASE AGREEMENT  
FOR THE NATIONAL MARINE MANUFACTURERS ASSOCIATION BOAT SHOW**

This Lease Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF MIAMI BEACH**, a Florida Municipal Corporation (City or Lessor), whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139, and **NATIONAL MARINE MANUFACTURERS ASSOCIATION** (Lessee), whose address is 9050 Pines Boulevard, Suite 305, Pembroke Pines, Florida 33024.

**WITNESSETH:**

**WHEREAS**, the Lessee intends to enter into an Agreement with the City of Miami Beach, for the lease space (Main Lease) in the Miami Beach Convention Center (MBCC), from January 29, 2014 through February 26, 2014; January 28, 2015 through February 25, 2015, and January 27, 2016 through February 24, 2016, for the Miami International Boat Show (Main Lease), subject to the right of cancellation by Lessor at any time after completion of the 2016 Boat Show; and

**WHEREAS**, Lessee wishes to lease the Preferred Parking Lot, located between Convention Center Drive and Meridian Avenue, and 18th and 19th Streets, for the purpose of exhibitor space, as well as other City property adjacent to the Boat Show and the Main Lease, for other related uses, as set forth herein; and

**WHEREAS**, it is the intent of both parties that this Lease Agreement shall serve as an exhibit to the Main Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants herein exchanged, the parties agree as follows:

1) **Premises**. Lessee shall have the right to use the following City property as exhibit space; shuttle passenger loading zones, and additional storage, as referred

below in subsections (a) (b), ( c), and (d), respectively (hereinafter, collectively referred to as the Premises):

- a) Preferred Parking Lot (886 parking spaces): Located between Convention Center Drive and Meridian Avenue, and 18th Street and 19th Streets. This area shall be used for the purpose of exhibitor space.
- b) Municipal Surface Parking Lot No. 5H (26 parking spaces): Located at 19th Street and Meridian Avenue. This area shall be used for the purpose of storage material related to exhibitor space.
- c) Metered Parking Spaces (18 parking spaces): All on-street metered parking spaces on the east side of Meridian Avenue, between 18th Street and 19<sup>th</sup> Streets. This area shall be used only as a bus drop-off and /or pick-up ramp.
- d) Additional Storage Area (18 parking spaces): Metered spaces on the south side of 18<sup>th</sup> Street, east of Convention Center Drive, for use as additional storage.

Lessee shall be solely responsible for obtaining and paying for any and all permits and licenses necessary for its use of and operations on the Premises, (as set forth above and in Exhibit I herein).

2) **Term**. The term of this Agreement shall run concurrent with the term of the Main Lease. Notwithstanding any provision in this Agreement, in the event that the Main Lease is terminated, canceled, or expires, then this Lease Agreement shall also automatically terminate, concurrent with the termination of the Main Lease, and shall be of no further force and effect.

3) **Schedule of Use**. Pursuant to the Term provided in Paragraph 2 above, Lessee shall use the Premises only on the schedule dates set forth as follows:

- |     |                       |   |   |
|-----|-----------------------|---|---|
| (a) | <u>2014 Boat Show</u> | January 26 - February 12<br><b>February 13 - February 17</b><br>February 18 – February 26 | Move-in<br><b>Show Days</b><br>Move-out |
| (b) | <u>2015 Boat Show</u> | January 28 - February 11<br><b>February 12 - February 16</b><br>February 17 – February 25 | Move-in<br><b>Show Days</b><br>Move-out |
| (c) | <u>2016 Boat Show</u> | January 27 - February 10<br><b>February 11 - February 15</b><br>February 16 – February 24 | Move-in<br><b>Show Days</b><br>Move-out |

4) **Use**. Lessee shall use the Premises solely for the NMMA - Miami International Boat Show (Boat Show), and, more specifically, for only those uses as set forth in Paragraph 1. Lessee shall have the right to install fencing at the perimeter of the Premises, subject to its compliance with all City and Miami-Dade County permitting requirements. Lessee shall also have the right to install tents and other equipment necessary to operate the Boat Show, subject to its compliance with all City and Miami-Dade County permitting requirements. All installations and improvements shall be further subject to the current and applicable building codes and shall also comply with all applicable City, County, State and Federal Laws. Lessor agrees to provide, and Lessee hereby accepts, the Premises in their “**as is**” condition, and Lessee agrees to return said Premises, including restoring all asphalt and other surfaces affected by its operations, to their condition prior to the move in of the Boat Show, for each Boat Show provided in the Term herein.

5) **Rental.** The rental rate for the Premises shall be \$125,726 in 2014; \$130,755 in 2015; and \$135,985 in 2016, including applicable sales tax, per year

Additionally, Lessee agrees to be solely responsible during the Term herein for the payments of any and all taxes and/or assessments, including, without limitation real estate taxes, which may be levied against the Premises as a result of Lessee's actions and operations thereon. Rental rate shall be adjusted annually based on the annual Consumer Price Index (CPI), or 4%, whichever is higher and/or any parking rates contained herein as may be amended from time to time by ordinance by the Mayor and Commission shall be applicable to the parking space rental rates contained herein. Rent shall be paid to the City of Miami Beach Parking Department, 1755 Meridian Avenue, Suite 200, Miami Beach, FL, 33139, as follows: Fifty Percent (50%) of total rental fee and applicable sales tax and any other taxes which may become due, by February 1 of each rental period; and remaining balance within fifteen (15) days of the last show date each year. Fees are assessed on actual Show dates. Any all fees for the move-in and move-out dates are included in the Show date fees. The following is an itemized listing of the rental fees per year:

- a) **Preferred Parking Lot (886 parking spaces):**  
886 parking spaces X \$22.50 in 2010 (\$15.00 X 1.50 parking space turnover ratio) X five (5) days: \$ 99,675
- b) **Municipal Surface Parking Lot No. 5H (26 parking spaces):**  
26 parking spaces X \$10.00 (parking meter daily rental fee) X 28 days: \$ 7,280
- c) **Metered Parking Spaces (18 parking spaces):**  
18 on-street parking spaces X \$10.00 (parking meter daily rental fee) X 5 days: \$ 900

d)	<u>Additional Storage Area (18 parking spaces):</u>	
	18 parking spaces X \$10.00 (parking meter daily rental fee) X 16 days:	\$ 2,880
	Sub-total:	\$111,455
	CPI or 3% Adjustment:	\$ 3,344
	2011 Grand Total:	\$114,799
	CPI or 3% Adjustment:	\$ 3,444
	2012 Grand Total:	\$118,243
	CPI or 3% Adjustment:	\$ 3,547
	2013 Grand Total:	\$121,790
	Credit for four days space rental (5c):	(\$ 900)
	Sub-total:	\$120,890
	CPI or 4% Adjustment:	\$ 4,836
	<b>2014 Grand Total:</b>	<b>\$125,726</b>

6) **Protection Clause.** The City of Miami Beach agrees that for the Term of this Agreement, it will not lease any other City-owned facilities to third parties for any boat show selling new boats, for thirty (30) days immediately prior to, and the thirty (30) days after the Boat Show dates (described herein in Section 3). The foregoing restriction shall not preclude the Lessor from leasing or issuing a revocable permit during the Boat Show dates for any City-owned property, including, without limitation, the City-owned out lots in the area of Collins Avenue, from 49th Street to 43rd Street, and along the Indian Creek Waterway, for a boat show selling used yachts, boats and vessels.

7) **Responsibility for Clean-Up of Public Areas**. Lessee shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Premises. It shall be the sole responsibility of the Lessee to maintain the cleanliness of the Premises on a daily basis. The Lessee shall be responsible for the removal of trash, rubbish and garbage and, if required by the Lessor, Lessee shall provide at its own expense, trash receptacles throughout the Premises, in an amount sufficient to maintain the cleanliness of the area. Lessee shall instruct and monitor its employees to assure that trash, rubbish and garbage are immediately picked up on the Premises. To assure that Lessee complies with this provision, Lessee shall make all areas under the Premises available for examination at any time by the City Manager or his authorized designee. The Lessee shall also be responsible for final clean-up of Premises, and shall return same to Lessor in the same condition as existing prior to the Boat Show provided in the Term herein.

8) **Services to be Provided by the City's Parking Department**. It shall be the responsibility of the City's Parking Department to remove all signs, as needed, to accommodate the Boat Show; remove all parking meters on Convention Center Drive, as needed, to accommodate the Boat Show; and to bag all parking meters, as described in Section 1, to accommodate the Boat Show.

9) **Lessor's Proposed Improvements**. Lessee acknowledges that the City is developing and implementing a series of capital improvements on, or within the vicinity of, the Premises, which may entail closure of all, or a portion of, the Premises, which closure shall be determined, as necessary, at Lessor's sole discretion and judgment. In the event that Lessor closes all, or a portion, of the Premises due to the

aforestated capital improvements, then Lessor shall provide Lessee with six (6) months prior written notice of same, and the parties' agree that this Lease, and the parties' respective obligations hereunder, shall be terminated without liability to either party. Accordingly, Lessee acknowledges and agrees that it shall not have any claim, demand or cause of action of whatever kind or nature, against the City, its agents, servant, and employees including, without limitation, claims for interference in business or damages for interruption of the operation of the Boat Show.

10) **Indemnification.** Lessee shall indemnify, defend and save the Lessor harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any persons, firm or corporation, for personal injury, property damage, or other occurring upon the Premises occasioned in whole or in part by any of the following:

- a. an act of omission on the part of Lessee or any employee, agent, invitee, guest, assignee or subcontractor of Lessee;
- b. any misuse, neglect, or unlawful use of the Premises by Lessee or any employee, agent, guest, invitee, assignee or subcontractor of Lessee; and/or
- c. any breach, violation, or nonperformance of any undertaking by Lessee under this Agreement.

Lessee agrees to pay and shall pay for all damage to the Premises caused by Lessee or any employee, agent, guest or invitee, assigned or subcontractor of Lessee.

11) **Insurance.** Lessee shall not commence this Agreement, nor take possession of the Premises, until all insurance required under this section has been obtained and such insurance has been approved by Lessor's Risk Manager. Lessee shall maintain and carry in full force during the Term of this Agreement the following insurance:

1. General Liability in the amount of \$1,000,000.00. A certified copy

of Lessee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement. The CITY of MIAMI BEACH, FLORIDA must be listed as an Additional Insured.

2. Workers' Compensation & Employers Liability as required pursuant to Florida StatuteS. A certified copy of Lessee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement. The CITY of MIAMI BEACH, FLORIDA must be listed as an Additional Insured.
3. Automobile Insurance in the amount of \$1,000,000.00. A certified copy of Lessee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement. The CITY of MIAMI BEACH, FLORIDA must be listed as an Additional Insured.

Thirty (30) days written notice of cancellation or substantial modification in the insurance coverage must be given to Lessor's Risk Manager by Lessee and its insurance company. The insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by Lessor's Risk Manager. Original certificates of insurance for the above coverage must be submitted to the Lessor's Risk Manager for approval prior to commencement of the Term herein. These certificates will be kept on file in the Office of the Risk Manager, 3rd Floor, City Hall. All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to 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 CITY's Risk Manager. Compliance with the foregoing requirements shall not relieve Lessee of the liabilities and obligations under this section, or under any other portion of this Agreement, and Lessor shall have the right to obtain from Lessee specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with

required coverage.

12) **Default and Termination.** The following actions (a) through (d) shall constitute an event of default by Lessee:

- a. If Lessee abandons or vacates the Premises prior to the expiration of the Term hereof;
- b. If Lessee fails to timely pay any of the rental amounts, as set forth in this Agreement;
- c. If Lessee fails to discharge or bond off any lien filed on the Premises, within three (3) days of written notice from Lessors to Lessee; or
- d. If Lessee fails to perform in accordance with any of the other terms and conditions herein contained.

In the event of default by Lessee, and such default is not cured within two (2) days after written notice to Lessee, the Lessor may terminate this Agreement without further notice to Lessee. Lessee shall immediately surrender possession of the Premises, as well as, removing any personal property and equipment from same. Any personal property and equipment not so removed shall be removed and stored by the Lessor at the expense of Lessee. Additionally, in the event of a termination hereunder, the Lessor may also pursue any and all legal remedies available to seek redress for such default.

13) **Bankruptcy and Insolvency.** If Lessee is adjudicated bankrupt or makes an assignment for the benefits of creditors, the Lessor shall have the right to immediately terminate this Agreement and re-enter the Premises without notice or demand.

14) **Sublease and Assignment.** Lessee shall not sublease the Premises or any part thereof, nor assign this Agreement, without obtaining Lessor's prior written approval, which approval may be given, if at all, at the Lessor's sole and absolute

discretion.

15) **Rights of the City.** The City reserves the right to use any of the parking lots incorporated herein, if the City determines the need to do so. The exercise of such rights shall be noticed in writing to the Lessee ninety (90) days prior to the move-in date for each Boat Show.

16) **Notices.** All notices shall be sent to the parties at the following addresses:

Lessor:                   City of Miami Beach  
                                  Parking Department  
                                  Attn: Saul Frances, Director  
                                  1755 Meridian Avenue, Suite 200  
                                  Miami Beach, FL 33139

Lessee:                    NMMA Boat Shows  
                                  Attn: Cathy Rick-Joule  
                                  Southern Regional Manager  
                                  9050 Pines Boulevard, Suite 305  
                                  Pembroke Pines, FL 33024

Lessee and Lessor may change such address at any time upon giving the other party written notification. All notices under this Agreement must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return receipt requested. Lessee may designate additional persons for notification of default.

17) **Waiver.** No waiver by Lessor any time of any of the terms or conditions of this Agreement shall be deemed at any time thereafter a waiver of the same or any other term or conditions hereof.

18) **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable for the fullest extent permitted by law.

19) **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Dade County, Florida. By entering into this Agreement, Lessee and Lessor expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of, this Agreement.

20) **Limitation of Liability.** Lessor desires to enter into this Agreement only if in doing so the Lessor can place a limit on the Lessor's liability for cause of action for money damages due to an alleged breach by the Lessor of this Agreement, so that the liability for any such breach never exceeds the sum of \$10,000. Lessee hereby expresses its willingness to enter into this Agreement with Lessee's recovery from the Lessor for any damage action for breach of contract to be limited to a maximum amount of \$10,000. Accordingly, and notwithstanding any other term or condition of this Agreement, Lessee hereby agrees that the Lessor shall not be liable to Lessee for damages in an amount in excess of \$10,000, for any action of claim for breach of

contract arising out of the performance or nonperformance of any obligations imposed upon the Lessor by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the Lessor liability as set forth in Florida Statutes, Section 768.28.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

ATTEST:

\_\_\_\_\_

Rafael Granado, City Clerk

**LESSOR/CITY OF MIAMI BEACH**

\_\_\_\_\_

Matti H. Bower, Mayor

ATTEST:

\_\_\_\_\_

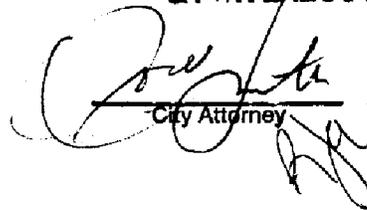
Secretary

**LESSEE/NATIONAL MARINE  
MANUFACTURERS ASSOCIATION**

\_\_\_\_\_

President

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

10/10/13  
\_\_\_\_\_  
Date

**Condensed Title:**

Resolution Approving Funding In An Amount Of Up To \$50,000, Authorizing The City Manager Or His Designee To Reimburse The Miami Beach Visitor And Convention Authority (MBVCA) (In An Amount Not To Exceed \$50,000) With Regard To The MBVCA's Completion Of The Build-Out Of The Office Space Located At 1701 Meridian Avenue, Unit 403 To Include The Heating, Ventilation, And Air Conditioning (HVAC) System Design, Engineering, Permitting And Installation.

**Key Intended Outcome Supported:**

Increase resident satisfaction with the level of services and facilities.  
**Supporting Data (Surveys, Environmental Scan, etc.):**  
 Approximately 40% of retail businesses surveyed, rank Miami Beach as one of the best places to do business and 61% of the same group would recommend Miami Beach as a place to do business.

**Item Summary/Recommendation:**

The MBVCA has utilized office space on the 4<sup>th</sup> floor of the City-owned building located at 1701 Meridian Avenue since 2007. The current space, known as Suite 402A, consists of approximately 541 square feet. The MBVCA has outgrown their space and requested to move to larger office space available in Suite 403, also located at 1701 Meridian Avenue. The City agreed to provide the space consisting of approximately 900 square feet.

Suite 403 required extensive improvements which the MBVCA agreed to perform at their expense. The MBVCA contracted with an architect to produce plans and specifications which were subsequently approved by the Administration and the City's building department. The MBVCA hired a general contractor to perform the build-out of the space. The total cost of construction is approximately \$70,000. The City and MBVCA intended to utilize the existing building heating, ventilation and air conditioning ("HVAC") system; however, after construction started, it was determined the existing HVAC system was inadequate. The Administration determined a separate HVAC system would be necessary and that this is the City's responsibility as Landlord and not the tenant's responsibility. The general contractor solicited three (3) bids for the HVAC installation and also received pricing from the existing electrical contractor for the electrical service to the new HVAC system and the upgrade of the electrical panel. The combined cost for the new HVAC system and electrical work is approximately \$39,000. Additionally, the cost of patching and repairing the roof is estimated at \$1,000.

Upon completion of the build-out of Suite 403, Representative Richardson will relocate from Suite 402B, consisting of approximately 149 Square feet, to MBVCA's current space (Suite 402A), consisting of approximately 541 square feet. Representative Richardson has expressed a desire to relocate to Suite 402A as soon as possible to better accommodate his space requirements.

In order to complete the build-out of Suite 403 it is necessary to provide a new HVAC system and upgrade the electrical service. The Administration recommends the Mayor and City Commission authorize funding in an amount of up to \$50,000, to reimburse the MBVCA for the installation of a new HVAC system, electrical service upgrade, design & engineering costs and permitting costs.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

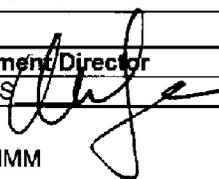
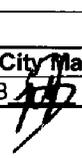
Source of Funds:		Amount	Account
(40)	1	\$50,000	125-6936-000356

**Financial Impact Summary:** Funding is available from previously appropriated funds for FY 2008-2009 Renewal and Replacement (R/R) Contingency (Project # rrrcontncy, Account 125-6936-000356).

**City Clerk's Office Legislative Tracking:**

Max Sklar, ext. 6116

**Sign-Offs:**

Department/Director	Assistant City Manager	City Manager
MAS 	KGB 	JLM 

JLM/KGB/MAS/MMM

T:\AGENDA\2013\October 16\VCA SUMM (Final).docx



## COMMISSION MEMORANDUM

TO: Mayor Matti H. Bower and Members of the City Commission

FROM: Jimmy Morales, City Manager 

DATE: October 16, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING FUNDING IN AN AMOUNT OF UP TO \$50,000, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO REIMBURSE THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (MBVCA) (IN AN AMOUNT NOT TO EXCEED \$50,000) WITH REGARD TO THE MBVCA'S COMPLETION OF THE BUILD-OUT OF THE OFFICE SPACE LOCATED AT 1701 MERIDIAN AVENUE, UNIT 403 TO INCLUDE THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM DESIGN, ENGINEERING, PERMITTING AND INSTALLATION.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### FUNDING

Funding is available from previously appropriated funds for FY 2008-2009 Renewal and Replacement (R/R) Contingency (Project # rrrcontncy, Account 125-6936-000356).

### BACKGROUND

The Miami Beach Visitor and Convention Authority's (the "MBVCA") mission is to proactively recruit, develop, and financially support and partner with events, festivals, programs and activities that are innovative, high quality and representative of Miami Beach, which garner positive or noteworthy media awareness, which enhance and augment the reputation of Miami Beach and the experience for tourists, year-round, or which significantly impact our local hospitality and culinary businesses.

The MBVCA was created and exists pursuant to Chapter 67-930 of the Laws of Florida and Sections 102-246 through, and including 102-254 of the Code of Miami Beach. It is a seven-member authority; each member is appointed by the City of Miami Beach Commission, with the goal of encouraging, developing and promoting the image of Miami Beach locally, nationally and internationally as a vibrant community and superb tourist destination. To this end, the MBVCA strategically focuses its funding investments in a balanced manner; fostering outstanding existing programs, stimulating new activities, and encouraging partnerships. The MBVCA is committed to a careful, long-term plan for allocation of resources to build the uniqueness of Miami Beach as one of the world's greatest communities and tourism destinations.

### ANALYSIS

The MBVCA has utilized office space on the 4<sup>th</sup> floor of the City-owned building located at 1701

Meridian Avenue since 2007. The current space, known as Suite 402A, consists of approximately 541 square feet. The MBVCA has outgrown their space and requested to move to larger office space available in Suite 403, also located at 1701 Meridian Avenue. The City agreed to provide the space consisting of approximately 900 square feet.

Suite 403 required extensive improvements which the MBVCA agreed to perform at their expense. The MBVCA contracted with an architect to produce plans and specifications which were subsequently approved by the Administration and the City's building department. The MBVCA hired a general contractor to perform the buildout of the space. The total cost of construction is approximately \$70,000.

The City and MBVCA intended to utilize the existing building heating, ventilation and air conditioning ("HVAC") system; however, after construction started, it was determined the existing HVAC system was inadequate. The Administration determined a separate HVAC system would be necessary and that this is the City's responsibility as Landlord and not the tenant's responsibility.

The general contractor solicited three (3) bids for the HVAC installation and also received pricing from the existing electrical contractor for the electrical service to the new HVAC system and the upgrade of the electrical panel. The combined cost for the new HVAC system and electrical work is approximately \$39,000. Additionally, the cost of patching and repairing the roof is estimated at \$1,000.

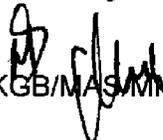
#### State Representative David Richardson

The City executed a lease with State Representative David Richardson on July 1, 2013 for Suite 402B at 1701 Meridian Avenue. Upon completion of the buildout of Suite 403, and MBVCA's relocation to Suite 403, said lease allows for Representative Richardson to relocate from Suite 402B, consisting of approximately 149 Square feet, to MBVCA's current space (Suite 402A), consisting of approximately 541 square feet. Representative Richardson has expressed a desire to relocate to Suite 402A as soon as possible to better accommodate his space requirements.

#### CONCLUSION AND RECOMMENDATION

In order to complete the buildout of Suite 403 it is necessary to provide a new HVAC system and upgrade the electrical service.

The Administration recommends the Mayor and City Commission authorize funding in an amount of up to \$50,000, to reimburse the MBVCA for the installation of a new HVAC system, electrical service upgrade, design & engineering costs and permitting costs.

  
JLM/KGB/MAS/MMM

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING FUNDING, IN AN AMOUNT OF UP TO \$50,000, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO REIMBURSE THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (VCA) (IN AN AMOUNT NOT TO EXCEED \$50,000) WITH REGARD TO THE VCA'S COMPLETION OF THE BUILD-OUT OF ITS NEW OFFICE SPACE, LOCATED AT 1701 MERIDIAN AVENUE, UNIT 403; SUCH REIMBURSEMENT FOR A NEW HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM DESIGN, ENGINEERING, PERMITTING AND INSTALLATION.**

**WHEREAS**, the VCA has utilized office space on the 4<sup>th</sup> floor of the City-owned building located at 1701 Meridian Avenue since 2007, known as Suite 402A, that consists of approximately 541 square feet; and

**WHEREAS**, the VCA has outgrown its space and requested to move to a larger office space, which is available in Suite 403, also located at 1701 Meridian Avenue; and

**WHEREAS**, Suite 403 required extensive improvements which the VCA agreed to perform at its expense, and contracted with an architect to produce plans and specifications which were subsequently approved by the City Administration and the City's Building Department; and

**WHEREAS**, the VCA hired a general contractor to perform the build-out of the space; the total cost of construction is approximately \$70,000; and

**WHEREAS**, the City and VCA intended to utilize the existing building heating, ventilation and air conditioning ("HVAC") system; however, after construction started, it was determined the existing HVAC system was inadequate, and the Administration determined a separate HVAC system would be necessary; and

**WHEREAS**, repairs to the HVAC system is the City's responsibility as Landlord; and

**WHEREAS**, the VCA's general contractor solicited three (3) bids for the HVAC installation and also received pricing from the existing electrical contractor for the electrical service to the new HVAC system and the upgrade of the electrical panel; the combined cost for the new HVAC system and electrical work is approximately \$40,000; and

**WHEREAS**, the City's funding of costs of the HVAC system improvements shall be in accordance with the approved final budget for said improvements; and

**WHEREAS**, all costs and fees attributable to work performed by the VCA on behalf of City shall be identified, tracked, accounted for, invoiced and paid separately from VCA's improvements, in a manner that clearly distinguishes City's costs from VCA's costs; and

**WHEREAS**, any costs properly incurred by the VCA which may be due and owing shall be submitted to City with accurate and complete records of all receipts and expenditures, as well as all documents pertaining to payments received and made in conjunction with these City costs,

including, without limitation, vouchers, bills, invoices, receipts and canceled checks, paid in full by City to the VCA within thirty (30) calendar days after such submittal; and

**WHEREAS**, the VCA shall submit to the City the final "as built" approved final plans and specifications for the improvements; and

**WHEREAS**, the Administration recommends the Mayor and City Commission authorize funding, in an amount of up to \$50,000, to reimburse the VCA for the installation of a new HVAC system, which also includes electrical service upgrade, design & engineering costs, and permitting costs.

**NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve funding, in an amount of up to \$50,000, and authorize the City Manager or his designee to reimburse the Miami Beach Visitor and Convention Authority (VCA) (in an amount not to exceed \$50,000) with regard to the VCA's completion of the build-out of its new office space, located at 1701 Meridian Avenue, Unit 403; such reimbursement for a new heating, ventilation, and air conditioning (HVAC) system design, engineering, permitting and installation.

**PASSED and ADOPTED** this 16<sup>th</sup> day of October 2013.

ATTEST:

\_\_\_\_\_  
**Rafael Granada, CITY CLERK**

\_\_\_\_\_  
**Matti Herrera Bower, MAYOR**

T:\AGENDA\2013\October 16\VCA RESO (Final).docx

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

  
10/11/13  
\_\_\_\_\_  
Date

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**Condensed Title:**

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE BY AMENDING ARTICLE II THEREOF, BY AMENDING § 42-86 TO PROHIBIT THREE (3) OR MORE FALSE INTRUSION ALARMS; BY AMENDING § 42-89, WHICH SHALL BE ENTITLED "ENFORCEMENT," AND SETS FORTH THE ENFORCEMENT AUTHORITY AND THE ISSUANCE OF A NOTICE OF VIOLATION FOR § 42-86; BY AMENDING § 42-90, WHICH SHALL BE ENTITLED "RIGHTS OF VIOLATORS; PAYMENT OF FINE; RIGHT TO APPEAR; FAILURE TO PAY CIVIL FINE OR TO APPEAL," AND SPECIFICALLY DELINEATES THE RIGHTS OF VIOLATORS, PAYMENT OF FINE, RIGHT TO APPEAR, AND FAILURE TO PAY THE CIVIL FINE OR APPEAL; BY AMENDING § 42-91, WHICH SHALL BE ENTITLED "PENALTIES," BY PROVIDING FOR PENALTIES REGARDING A FALSE INTRUSION ALARM; BY DELETING § 42-92 ENTITLED "PENALTY FOR VIOLATION OF DIVISION.

**Key Intended Outcome Supported:**

Increase Resident and Business ratings of Public Safety.

**Supporting Data (Surveys, Environmental Scan, etc.):** According to the Center For Research and Public Policy Residential and Business Satisfaction Survey of City of Miami Beach residents in 2009, indicated that their three top most important areas of for the City of Miami Beach to address in an effort to improve public safety throughout the City is Preventing Crime 44.9%, Enforcing Traffic Laws 36.1% and Increasing Visibility of Police in Neighborhoods 32.4%.

**Issue:**

Shall the Mayor and City Commission adopt the proposed amendments to the false intrusion alarm provisions of the City Code?

**Item Summary/Recommendation:**

The false alarm ordinance was discussed in the Finance and Citywide Projects Committee on April 25, 2013. Chief Martinez presented the department's analysis, and proposed amending the City of Miami Beach Code to mirror the false burglar alarm code in Miami-Dade County.

The Committee members voted to amend the false intrusion alarm fine schedule to mirror Miami-Dade County burglar alarm provisions, with the exception of increasing the per year registration permit fee and maintaining it at \$10.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

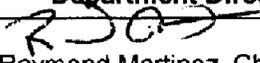
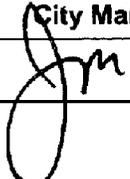
Source of Funds:		Amount	Account
 OBPI	1	\$17,000	011-8000-354-001
	2		
	3		
	4		
	<b>Total</b>		

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Dolores M. Mejia, Miami Beach Police Department

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
 Raymond Martinez, Chief		





# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: October 16, 2013

FIRST READING

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 42 OF THE MIAMI BEACH CITY CODE, ENTITLED "EMERGENCY SERVICES," BY AMENDING ARTICLE II THEREOF, ENTITLED "ALARM SYSTEMS," BY AMENDING SECTION 42-86, ENTITLED "FALSE ALARMS," TO PROHIBIT THREE (3) OR MORE FALSE INTRUSION ALARMS; BY AMENDING SECTION 42-89 ENTITLED "NOTIFICATION OF FALSE ALARMS," WHICH SHALL BE ENTITLED "ENFORCEMENT," AND SETS FORTH THE ENFORCEMENT AUTHORITY OF THE MIAMI BEACH POLICE DEPARTMENT AND THE ISSUANCE OF A NOTICE OF VIOLATION FOR SECTION 42-86; BY AMENDING SECTION 42-90 ENTITLED "INITIAL REVIEW UPON NOTIFICATION," WHICH SHALL BE ENTITLED "RIGHTS OF VIOLATORS; PAYMENT OF FINE; RIGHT TO APPEAR; FAILURE TO PAY CIVIL FINE OR TO APPEAL," AND SPECIFICALLY DELINEATES THE RIGHTS OF VIOLATORS, PAYMENT OF FINE, RIGHT TO APPEAR, AND FAILURE TO PAY THE CIVIL FINE OR APPEAL; BY AMENDING SECTION 42-91 ENTITLED "APPEAL OF FALSE ALARM DESIGNATION," WHICH SHALL BE ENTITLED "PENALTIES," BY PROVIDING FOR PENALTIES REGARDING A FALSE INTRUSION ALARM; BY DELETING SECTION 42-92 ENTITLED "PENALTY FOR VIOLATION OF DIVISION"; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

### ADMINISTRATION RECOMMENDATION

The Administration recommends approving the ordinance on first reading and scheduling a second reading public hearing.

### KEY INTENDED OUTCOME SUPPORTED

- Increase Resident and Business ratings of Public Safety.
- Ensure Compliance with code within a reasonable time frame.

### BACKGROUND

At the March 13, 2013 City of Miami Beach Commission Meeting, a discussion was referred to the Finance and Citywide Projects Committee regarding fines and enforcement of false alarm provisions for the Miami Beach Police and Fire Departments, including contracting of an outside entity for the purposes of billing and collection of these fees was referred to the Finance and Citywide Projects Committee.

During the budget process for Fiscal Year 2012/13, the Miami Beach Police Department presented an initiative to increase only commercial false burglar alarms fines to the City Commission; however, in proceeding with the required ordinance amendment, the City Attorney's Office opined that this would be considered discriminatory, unless a specific public safety need could be established. As a result, the increase in commercial false burglar alarms fees was not implemented.

**ANALYSIS**

The Miami Beach Police Department has experienced over 5,400 false alarm calls in Fiscal Year 2012/13. As the Code currently stands, the Miami Beach Police Department is responsible for the administrative process for false alarms, including notifying residents and businesses of each false alarm incident, notification to residents and business payment and collection and false alarm incidents which require the payment of a fine, and collecting the fines.

Due to limited staffing, the Miami Beach Police Department has been completing the false alarm processing via overtime assignments. This has caused backlogs in processing, as well as delays in collecting fees. Year over year, the Miami Beach Police Department has seen a decrease in the collection of false burglar alarm fees.

The table below reflects fee collection from 2008 to 2012:

<b>YEAR</b>	<b>REVENUE</b>
2008	\$13,610
2009	\$13,060
2010	\$10,950
2011	\$7,050
2012	\$2,800

Currently, fines and appeals for this section of the City Code are under the purview of the Miami Beach Police Chief. It is further recommended that these provisions would be included in Chapter 30 of the City Code to provide jurisdiction to the Special Master.

As part of the due diligence process, the Miami Beach Police Department reviewed local false alarm provisions, as illustrated below:

	<b>Miami-Dade County</b>	<b>City of Hialeah</b>	<b>Current - Miami Beach</b>
<b>Registration - 1<sup>st</sup> violation</b>	\$50	\$50	\$10
<b>Registration - 2<sup>nd</sup> violation and all subsequent</b>	\$100	\$100	N/A
<b>1<sup>st</sup> false alarm</b>	\$0	\$0	\$0
<b>2<sup>nd</sup> false alarm</b>	\$0	\$0	\$0
<b>3<sup>rd</sup> false alarm</b>	\$0	\$0	\$0
<b>4<sup>th</sup> false alarm</b>	\$50	\$100	\$50
<b>5<sup>th</sup> false alarm</b>	\$100	\$100	\$100
<b>6<sup>th</sup> false alarm and all subsequent in registration period</b>	\$200	\$200	\$100
<b>Violation of alarm verification call, cancelling false alarm subsections</b>	\$100	\$100	N/A
<b>Cap (in a 24-hour period)</b>	\$200	\$200	\$200

Miami Beach Police Department personnel also contacted several billing and collections agencies who serve other local law enforcement departments for false alarm billing and collections.

## **FINANCE AND CITYWIDE PROJECTS COMMITTEE**

The false alarm ordinance was discussed in the Finance and Citywide Projects Committee on April 25, 2013. Chief Martinez presented the department's analysis, and proposed amending the City of Miami Beach Code to mirror the false burglar alarm code in Miami-Dade County.

The Committee members voted to amend the false intrusion alarm fine schedule to mirror Miami-Dade County burglar alarm provisions, with the exception of increasing the per year registration permit fee and maintaining it at \$10.

The table below illustrates the committee's recommendation:

	Finance Committee Approved - Miami Beach False Alarm Fine Schedule
Registration - 1 <sup>st</sup> violation	\$10
Registration - 2 <sup>nd</sup> violation and all subsequent	\$100
1 <sup>st</sup> false alarm	\$0
2 <sup>nd</sup> false alarm	\$0
3 <sup>rd</sup> false alarm	\$0
4 <sup>th</sup> false alarm	\$50
5 <sup>th</sup> false alarm	\$100
6 <sup>th</sup> false alarm and all subsequent in registration period	\$200
Violation of alarm verification call, cancelling false alarm subsections	\$100
Cap (in a 24-hour period)	\$200

## **FISCAL IMPACT**

The purpose of the fines is to encourage compliance with the Code, and it is anticipated that revenue from these fines will decrease from year to year with the increase in compliance. The cost associated with responding to a false alarm calls involves personnel responding to the call; however, this cost is funded from the general fund as a standard Police Department function. The revenue projected from these fines in Fiscal Year 2013/14 total \$17,000; however, it is difficult to predict revenue without an established ordinance and track record.

## **CONCLUSION**

For the Miami Beach Police Department, burglar alarms are an additional tool in helping keep residents and businesses safe. Lack of enforcement relative to burglar alarm registration, as well as false alarms diverts public safety resources and impacts response time. The new fine schedule, appeals procedures and outsourcing of administrative processing for billing and collections will assist the department in facilitating consistency and compliance with these provisions of the City Code.

  
JLM/AM/MNO/DM

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 42 OF THE MIAMI BEACH CITY CODE, ENTITLED "EMERGENCY SERVICES," BY AMENDING ARTICLE II THEREOF, ENTITLED "ALARM SYSTEMS," BY AMENDING SECTION 42-86, ENTITLED "FALSE ALARMS," TO PROHIBIT THREE (3) OR MORE FALSE INTRUSION ALARMS; BY AMENDING SECTION 42-89 ENTITLED "NOTIFICATION OF FALSE ALARMS," WHICH SHALL BE ENTITLED "ENFORCEMENT," AND SETS FORTH THE ENFORCEMENT AUTHORITY OF THE MIAMI BEACH POLICE DEPARTMENT AND THE ISSUANCE OF A NOTICE OF VIOLATION FOR SECTION 42-86; BY AMENDING SECTION 42-90 ENTITLED "INITIAL REVIEW UPON NOTIFICATION," WHICH SHALL BE ENTITLED "RIGHTS OF VIOLATORS; PAYMENT OF FINE; RIGHT TO APPEAR; FAILURE TO PAY CIVIL FINE OR TO APPEAL," AND SPECIFICALLY DELINEATES THE RIGHTS OF VIOLATORS, PAYMENT OF FINE, RIGHT TO APPEAR, AND FAILURE TO PAY THE CIVIL FINE OR APPEAL; BY AMENDING SECTION 42-91 ENTITLED "APPEAL OF FALSE ALARM DESIGNATION," WHICH SHALL BE ENTITLED "PENALTIES," BY PROVIDING FOR PENALTIES REGARDING A FALSE INTRUSION ALARM; BY DELETING SECTION 42-92 ENTITLED "PENALTY FOR VIOLATION OF DIVISION"; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, throughout the City of Miami Beach (the "City"), exists numerous intruder alarm systems that are privately owned, operated and maintained; and

**WHEREAS**, the continued false alarms from these intruder alarm systems cause substantial deviation of the City of Miami Beach Police Department resources by causing the dispatch of police officers to the scene of false intruder alarms; and

**WHEREAS**, these false alarms are a continued threat to the safety of the residents of the City by removing police officers from patrol duties, and preventing police officers from responding to legitimate emergencies; and

**WHEREAS**, the current penalty provisions fail to deter the continued malfunctioning of these false alarms, and unnecessarily diverts the patrol duties of the Miami Beach Police Department; and

**WHEREAS**, the Administration and the Miami Beach Police Department recommends amending the penalty provision for violation of Article II, which are necessary to accomplish the above objectives; and

**WHEREAS**, the City Commission accepts the recommendation of the Finance and Citywide Projects Commission Committee rendered on April 25, 2013, to amend Chapter 42, entitled "Emergency Services" by amending Article II, entitled "Alarm Systems."

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

**SECTION 1.** That Article II, entitled, "Alarm Systems," of Chapter 42 of the Miami Beach City Code, entitled "Emergency Services," is hereby amended as follows:

**CHAPTER 42**  
**EMERGENCY SERVICES**

\* \* \*

**ARTICLE II. ALARM SYSTEMS**

\* \* \*

**Sec. 42-86. False alarms.**

~~Each false intrusion alarm after the third in any dynamic 12-month period shall be a violation of this division.~~ No alarm user shall cause, allow or permit the intrusion alarm system to give four (4) or more false intrusion alarms in any registered period.

\* \* \*

**Sec. 42-89. ~~Notification of false alarms.~~ Enforcement.**

~~It is the responsibility of each alarm user to monitor the occurrences of false alarms on its premises. The city shall notify the alarm user within 15 days of each false alarm occurrence. Such notice shall be provided by posting a notice on the premises or by mailing notice to the alarm user.~~

The Miami Beach Police Department shall enforce the provisions of this section. This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this section, and all applicable laws. If an enforcing officer finds a violation of this section, the officer may issue a Notice of Violation to the violator. The Notice of Violation must inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, notice that the Violation may be appealed by requesting an administrative hearing within ten days after service of the Notice of Violation, and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.

**Sec. 42-90. ~~Initial review upon notification.~~ Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal.**

- (a) ~~Upon review of any false alarm warning notice, false alarm notice of assessment or alarm subscriber permit warning from the city, the alarm user shall have 15 days from the date the notice was postmarked to request an initial review of the facts. The alarm user will be required to submit the request for review in writing to the false alarm section. The request must include the specific defenses, as defined as a false intrusion alarm in section 42-81, why the activation occurred, and what actions have been taken to eliminate the cause. All such requests shall be mailed or hand delivered to the city police department false alarm section, 1100 Washington Avenue, Miami Beach, Florida 33139.~~

- ~~(b) Within ten working days of receipt of the request for review, the false alarm section will review the information provided by the alarm user and determine if the defense is one allowed by this division. If it is, the user will be sent a police review letter indicating that the alarm meets the exception criteria under this division and that the alarm will be removed from the user's record as a false alarm incident.~~
- ~~(c) If the defense provided is one not allowed by this division, the alarm user will be sent a police review letter indicating that the documentation provided does not contain reasons allowed under this division and that the alarm will remain a false alarm as part of the alarm user's record. In this case, the police review letter will also provide the alarm user with information on how and where to appeal.~~
- (1) A violator who has been served with a Notice of Violation must elect to either:
- a. Pay the civil fine in the manner indicated on the Notice of Violation; or
  - b. Request an administrative hearing before a special master to appeal the Notice of Violation, which must be requested within 10 days of the issuance of the notice of violation.
- (2) The procedures for appeal by administrative hearing of the Notice of Violation shall be as set forth in sections 30-72 and 30-73.
- (3) If the named violator, after issuance of the Notice of Violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the officer. Failure of the named violator to appeal the decision of the officer within the prescribed time period must constitute a waiver of the violator's right to an administrative hearing before the special master, and must be treated as an admission of the violation, which fines and penalties to be assessed accordingly.
- (4) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien.
- (5) Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.
- (6) The Special Master shall be prohibited from hearing the merits of the Notice of Violation or the consideration of the timeliness of a request for an administrative hearing, if the violator has failed to request the administrative hearing within ten (10) days of the issuance of the Notice of Violation.
- (7) The Special Master shall not have discretion to alter the penalties prescribed in sections 42-91 and 42-92.

**Sec. 42-91. Appeal of false alarm designation. Penalties.**

- ~~(a) A hearing officer shall be appointed by the city manager to hear appeals from alarm users/ alarm monitoring companies. In this section, "alarm user" and "alarm monitoring company" shall be used interchangeably and shall apply to both.~~
- ~~(b) Upon receipt of a police review letter indicating that the alarm will remain a false alarm as part of the alarm user's record, the alarm user shall have 15 days from the date the notice was postmarked to request a hearing, in writing. All such requests shall be mailed or hand delivered to city hall, 1700 Convention Center Drive, attention city clerk's office, Miami Beach, Florida 33139. The city clerk shall notify the police department of the request for hearing on the next working day following receipt of the request.~~
- ~~(c) All requests for hearings must be accompanied by an appeal fee, as approved by a resolution of the city commission, in cash, money order, or certified check for each alarm disputed. The appeal fee will be returned to the user if the hearing officer rules in his/her/its favor.~~
- ~~(d) At the hearing, which shall take place within 15 days from the date the request was received, the alarm user shall have the right to present evidence and testimony. Within ten days of the hearing, the hearing officer shall make written findings available to the alarm user and the chief of police.~~
- (a) Civil fine for violators. The following civil fines must be imposed for a violation of Section 42-86, for those violations incurred for a false intrusion alarm:
  - 1. For the fourth false burglar alarm in the user's registration period, by a fine of \$50.00.
  - 2. For the fifth false burglar alarm in the user's registration period, by a fine of \$100.00.
  - 3. For the sixth and each additional false burglar alarm in the user's registration period, by a fine of \$200.00.
  - 4. For each violation of section 42-87, the alarm monitoring company shall be fined \$100.00.
- (b) An alarm user shall not be fined more than two hundred dollars (\$200.00) for false alarms that occur at the same premises in any twenty-four-hour period.
- (c) No penalty specified hereunder shall be imposed or assessed against any entity that qualifies as tax exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code provided that the premises is used exclusively by said entity for such tax exempt purposes.

**Sec. 42-92. Penalty for violation of division.**

- ~~(a) Each violation of this division shall be punished as follows:~~

- ~~(1) For a first violation, a fine of \$50.00.~~
- ~~(2) For every subsequent violation, a fine of \$100.00 will be assessed for each alarm.~~
- ~~(b) Upon the seventh violation in a 12-month dynamic period, the police will suspend response to the location for the remainder of the 12-month period. The user will be notified by certified mail, return receipt requested, that 30 calendar days from the receipt of the notification letter, the police department will suspend response to the user's location. If an appeal is filed by the alarm user or alarm company pursuant to this subsection, service shall not be suspended until after the appeal is heard pursuant to section 42-91.~~
- ~~(c) An alarm user shall not be fined more than \$200.00 for false alarms that occur at the same premises in any 24-hour period.~~
- ~~(d) For each violation of section 42-87, the alarm monitoring company shall be fined \$100.00.~~

**SECTION 2. REPEALER.**

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

**SECTION 3. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

**SECTION 4. SEVERABILITY.**

If any section, subsection, sentence, clause, provision or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_  
 RAFAEL E. GRANADO, CITY CLERK

\_\_\_\_\_  
 MAYOR MATTI HERRERA BOWER

Underline denotes additions; ~~Strikethrough~~ denotes deletions

APPROVED AS TO  
 FORM & LANGUAGE  
 & FOR EXECUTION

*[Signature]*  
 CITY ATTORNEY AB DATE 10/11/13

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**Condensed Title:**

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And The City Clerk To Execute Guaranteed Maximum Price (GMP) Amendment No. 1 To The Pre-Construction Services Agreement With QGS Development, Inc., Dated October 19, 2011, For Construction Management At Risk Services For The Par 3 Golf Course Project, In The Amount Of \$4,227,898; With Previously Appropriated Funding In The Amount Of \$4,127,898 From Fund 388 – MDC-CDT Interlocal-CDT/Resort Fund; \$100,000 From Fund 431 – 2011 Stormwater Bonds – Reso 2011-27782; And A 5 Percent Owner's Contingency In The Amount Of \$211,395 From Fund 304 – Capital Reserve Fund, Subject To Future Appropriation Through A Capital Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting, For A Total Amount Of \$4,439,293.

**Key Intended Outcome Supported:**

Ensure Value and Timely Delivery of Quality Capital Projects.  
**Supporting Data (Surveys, Environmental Scan, etc.):** The 2012 Customer Satisfaction Survey indicated that 81% of businesses rated completed capital improvement projects as "excellent" or "good."

**Item Summary/Recommendation:**

On September 27, 2013, QGS Development, Inc. (QGS) held a bid opening which representatives of the City, Kobi Karp Architecture and Interior Design, Inc (Kobi Karp) and McCumber Golf, Inc (McCumber) attended. Subcontractors submitted sealed bids which were opened by QGS in the presence of the City, Kobi Karp Architecture and Interior Design, Inc. and McCumber Golf, Inc. The GMP submitted, prior to negotiation, was for the amount of \$4,461,444.

Following a number of discussions, evaluation of value-engineering (VE) options, analysis of constructability recommendations, and negotiations, QGS submitted the current negotiated GMP proposal in the amount of \$4,227,898 (Exhibit A). The GMP Amendment #1 (Exhibit B) reflects the proposed amount of \$4,227,898, from previously appropriated funding and a 5% owner's contingency in the amount of \$211,395, pending future budget appropriation at the December 11, 2013 Commission Meeting.

In order to obtain further assurance that the best value for this project had been negotiated, the City contracted CMS Estimating Services (CMS), to perform an independent construction cost estimate. The estimated construction cost as submitted by CMS is \$4,246,678. (Exhibit C).

This project was approved in the FY 2007/08 Capital Plan with a construction budget of \$2,954,000. As the project progressed and as requested by Commission, several items increased from the original scope, such as; the Splash Pad area increased from 750 sq.ft. to 2,000 sq.ft.; the Tot Lot increased from 2,000 sq.ft. to 6,000 sq.ft.; a connection of the existing storm drainage connection located on Prairie Avenue and the Par 3 property was added to allow for emergency overflow to the Par 3 lake system; and the starter shack building, originally identified as an alternate, is now part of the GMP proposal. Additionally, the market conditions have been steadily escalating. The administration is of the opinion that the final negotiated GMP is a competitive, fair and reasonable price.

The majority of the available project funds are being used in order to award the GMP amendment. The available funds in the amount of \$764,528 are from the Contingency, Architectural/Engineering, Construction Management and Furniture Fixtures and Equipment budget line items. An additional funding of \$596,893 required to replenish the budget line items used, will be requested through an amendment to the FY 2013/14 Capital Budget, at the December 11, 2013 Commission Meeting. The funding requirements are as follows: a 5% Owner's Contingency of \$211,395; Professional Architectural/Engineering Fees of \$100,000; Construction Management Fees of \$235,498; and Furniture Fixtures and Equipment fee of \$50,000.

The administration is of the opinion that the final negotiated GMP is a competitive, fair and reasonable price.

The construction duration of this project has been negotiated at 273 calendar days and it is anticipated that this work will commence on January 10, 2014 (pending permit approvals).

It is recommended that the Mayor and City Commission adopt the resolution.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

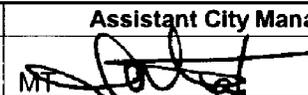
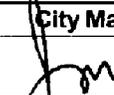
Source of Funds:		Amount	Account
	1	\$4,127,898	388-2627-069357- MCC CDT INT-CDT RESORT TAX
	2	\$ 100,000	431-2730-069357- 2011 STORMWATER BONDS
	3	\$ 211,395	304-2627-069357-CAPITAL RESERVE – Subject to Future appropriation
	4		
<b>OBPI</b>	<b>Total</b>	<b>\$4,439,293</b>	

**Financial Impact Summary:** No funds being expended at this time.

**City Clerk's Office Legislative Tracking:**

David Martinez, ext 6972

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
DM 	MT 	JLM 

T:\AGENDA\2013\10-16-13\Par 3 Golf Courser - GMP Amendment QGS. SUMMARY.doc





# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: October 16, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO. 1 TO THE PRE-CONSTRUCTION SERVICES AGREEMENT WITH QGS DEVELOPMENT, INC., DATED OCTOBER 19, 2011, FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE PAR 3 GOLF COURSE PROJECT, IN THE AMOUNT OF \$4,227,898; WITH PREVIOUSLY APPROPRIATED FUNDING IN THE AMOUNT OF \$4,127,898 FROM FUND 388 - MDC CDT INTERLOCAL-CDT/RESORT FUND; \$100,000 FROM FUND 431 - 2011 STORMWATER BONDS - RESO 2011-27782; AND A 5 PERCENT OWNER'S CONTINGENCY IN THE AMOUNT OF \$211,395 FROM FUND 304 - CAPITAL RESERVE, SUBJECT TO FUTURE APPROPRIATION THROUGH A CAPITAL BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING, FOR A TOTAL AMOUNT OF \$4,439,293.**

### ADMINISTRATION RECOMMENDATION

Adopt the resolution.

### KEY INTENDED OUTCOME SUPPORTED

Ensure Value and Timely Delivery of Quality Capital Projects.

### FUNDING

\$4,127,898	Account # 388-2627-069357 (previously appropriated)
<u>\$ 100,000</u>	Account # 431-2730-069357 (previously appropriated)
\$4,227,898	
<u>\$ 211,395</u>	Account # 304-2627-069357 (future appropriation - see below)
\$4,439,293	

Funding for this amendment in the amount of \$4,127,898 has been previously appropriated from Fund 388 - MDC CDT Interlocal-CDT/Resort Fund, and \$100,000 from Fund 431 - Stormwater Bonds 2011 - Reso 2011-27782; and a 5% owner's contingency amount of \$211,395 from Fund 304 - Capital Reserve, subject to future appropriation through a budget amendment to the FY 2013/14 Capital Budget, for a total amount of \$4,439,293.

## **ANALYSIS**

The Mayor and City Commission at its July 13, 2011 meeting authorized the Administration to issue an RFQ for a Construction Manager at Risk (CMR) firm to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for Par 3 Golf Course Project.

RFQ No.41-10/11 was issued on January 19, 2011 and QGS Development (QGS) submitted their proposal and were interviewed along with four (4) other CMR firms. On August 19, 2011, the selection committee unanimously ranked QGS as the top-ranked firm.

Pursuant to the City Manager's recommendation, on October 19, 2011, the Mayor and City Commission approved Resolution No. 2011-27791, authorizing the Mayor and City Clerk to execute a Pre-Construction Services Agreement with QGS. These services included: review of project requirements, existing on-site conditions, review of preliminary budget, project scheduling and phasing, value engineering, and submission of constructability recommendations to McCumber Golf, Inc. (McCumber) and Kobi Karp Architecture and Interior Design, Inc. (Kobi Karp), the Architects and Engineers of Record.

On September 27, 2013, QGS held their bid opening at the Capital Improvement Projects Office in the presence of representatives of the City's Capital Improvement Projects office, McCumber, and Kobi Karp. Subcontractors submitted sealed bids which were opened by QGS in the presence of the City and McCumber Golf/Kobi Karp Architects.

Following a number of discussions, evaluation of value-engineering (VE) options, analysis of constructability recommendations, and negotiations; QGS submitted the current negotiated GMP proposal in the amount of \$4,227,898 (Exhibit A). The GMP Amendment #1 (Exhibit B) reflects the proposed amount of \$4,227,898, from previously appropriated funding and a 5% owner's contingency in the amount of \$211,395, pending future budget appropriation at the December 11, 2013 Commission Meeting.

In order to obtain further assurance that the best value for this project had been negotiated, the City contracted CMS Estimating Services (CMS), to perform an independent construction cost estimate. The estimated construction cost as submitted by CMS is \$4,246,678. (Exhibit C).

This project was approved in the FY 2007/08 Capital Plan with a construction budget of \$2,954,000. As the project progressed and as requested by Commission, several items increased from the original scope, such as; the Splash Pad area increased from 750 sq.ft. to 2,000 sq.ft.; the Tot Lot increased from 2,000 sq.ft. to 6,000 sq.ft.; a connection of the existing storm drainage connection located on Prairie Avenue and the Par 3 property was added to allow for emergency overflow to the Par 3 lake system; and the starter shack building, originally identified as an alternate, is now part of the GMP proposal. Additionally, the market conditions have been steadily escalating. The administration is of the opinion that the final negotiated GMP is a competitive, fair and reasonable price.

The construction duration of this project has been negotiated at 273 calendar days and it is anticipated that this work will commence in January 10, 2014 (pending permit approvals). The anticipated Project Schedule for the construction of the Par 3 Golf Course is as follows:

Commission GMP Award:	October 16, 2013
Notice to Proceed Number One:	December 13, 2013
Notice to Proceed Number Two:	January 3, 2014
Construction Start:	January 10, 2014
Project Completion:	October 10, 2014

The majority of the available project funds are being used in order to award the GMP amendment. The available funds in the amount of \$764,528 are from the Contingency, Architectural/Engineering, Construction Management and Furniture Fixtures and Equipment budget line items. An additional funding of \$596,893 required to replenish the budget line items used, will be requested through an amendment to the FY 2013/14 Capital Budget, at the December 11, 2013 Commission Meeting. The funding requirements are as follows: a 5% Owner's Contingency of \$211,395; Professional Architectural/Engineering Fees of \$100,000; Construction Management Fees of \$235,498; and Furniture Fixtures and Equipment fee of \$50,000.

### **CONCLUSION**

The Administration recommends the approval of the attached resolution authorizing the Mayor and the City Clerk to execute Guaranteed Maximum Price (GMP) Amendment No. 1 to the Pre-Construction Services Agreement with QGS Development, dated March 20, 2012, for Construction Management at Risk Services for the Par 3 Golf Course project, in the amount of \$4,227,898 from previously appropriated funding and a 5% owner's contingency in the amount of \$211,395, pending future budget appropriation at the December 11, 2013 Commission Meeting.

#### **Attachments:**

- Exhibit A - QGS Development – Construction Management at Risk GMP Proposal
- Exhibit B - QGS Amendment # 1
- Exhibit C - CMS – Third Party Estimate of Construction Costs

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO. 1 TO THE PRE-CONSTRUCTION SERVICES AGREEMENT WITH QGS DEVELOPMENT, INC., DATED OCTOBER 19, 2011, FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE PAR 3 GOLF COURSE PROJECT, IN THE AMOUNT OF \$4,227,898; WITH PREVIOUSLY APPROPRIATED FUNDING IN THE AMOUNT OF \$4,127,898 FROM FUND 388 - MDC CDT INTERLOCAL-CDT/RESORT FUND; \$100,000 FROM FUND 431 – 2011 STORMWATER BONDS – RESO 2011-27782; AND A 5 PERCENT OWNER'S CONTINGENCY IN THE AMOUNT OF \$211,395 FROM FUND 304 – CAPITAL RESERVE, SUBJECT TO FUTURE APPROPRIATION THROUGH A BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING, FOR A TOTAL AMOUNT OF \$4,439,293.**

**WHEREAS**, the Mayor and City Commission at its July 13, 2011 meeting authorized the Administration to issue an RFQ for a Construction Manager at Risk (CMR) firm to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for Par 3 Golf Course Project; and

**WHEREAS**, on January 19, 2011, the City issued RFQ No.41-10/11 and QGS Development (QGS) along with four (4) other CMR firms submitted their proposal. On August 19, 2011, the selection committee unanimously ranked QGS as the top-ranked firm; and

**WHEREAS**, on October 19, 2011, the Mayor and City Commission approved Resolution No. 2011-27791, authorizing the Mayor and City Clerk to execute a Pre-Construction Services Agreement with QGS for the Par 3 Golf Course project, pursuant to Request for Qualification No. 41-10/11 (QGS Development Agreement); and

**WHEREAS**, on September 27, 2013, QGS held a bid opening where subcontractors submitted sealed bids which were opened in the presence of the City, McCumber Golf, Inc. and Kobi Karp Architecture and Interior Design, Inc. and submitted a GMP; and

**WHEREAS**, the City and QGS negotiated and agreed to the sum of \$4,227,898, previously appropriated funding, plus a 5% owner's contingency in the amount of \$211,395, pending future budget appropriation at the December 11, 2013, Commission Meeting as GMP Amendment No. 1 to QGS, for the construction of the proposed Par 3 Golf Course; and

**WHEREAS**, the construction duration of this project has been negotiated at 273 calendar days and it is anticipated that this work will commence on January 10, 2014 (pending permit approvals); and

**WHEREAS**, the negotiated Guaranteed Maximum Price (GMP) of \$4,227,898 was compared to the cost estimate provided by an independent estimator; and

**WHEREAS**, the administration is of the opinion that the final GMP is competitive, fair and reasonable for the construction of the Par 3 Golf Course and proposed amenities.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the City Manager approving and authorizing the Mayor and the City Clerk to execute Guaranteed Maximum Price (GMP) Amendment No. 1 to the Pre-Construction services agreement with QGS Development, dated March 20, 2012, for Construction Management at Risk Services for the Par 3 Golf Course project, in the amount of \$4,227,898 from previously appropriated funding and a 5 percent owner's contingency in the amount of \$211,395, pending future budget appropriation at the December 11, 2013, Commission Meeting.

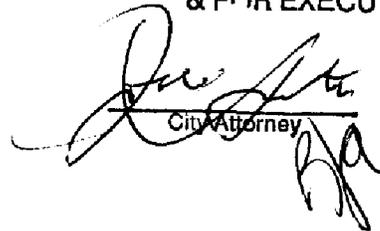
**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

10/11/13  
\_\_\_\_\_  
Date



17502 County Road 672 ■ P.O. Drawer 108 ■ Lithia, Florida 33547  
 Phone: (800) 446-3326 ■ (813) 634-3326 ■ Fax (813) 634-1733

**ESTIMATED SCHEDULE OF VALUES**

**FOR**

**Miami Beach Par 3 - 100%**

**Bid #3 October 10, 2013**

**Golf Course Plans dated - August 7, 2013 - 100%**

**Amenities Plans dated - September 3rd, 2013 - Permit Set**

**1. General Conditions**

Item	Description	Quantity	Unit Price	Total
1	Permit Expediting Service	1 ls	\$ 1,500.00	\$ 1,500.00
2	Temporary Office Trailer Set-up & Breakdown	1 ls	\$ 4,509.09	\$ 4,509.09
3	Temporary Perimeter Fence	Not in Plans	\$ -	
4	Survey Layout	1 ls	\$ 39,535.00	\$ 39,535.00
5	Job Site Sign	1 ls	\$ 700.00	\$ 700.00
6	Equipment MOB/DeMOB	1 ls	\$ 20,509.09	\$ 20,509.09
7	Bonds & Insurance Requirements	1 ls		
8	City Permit Fees	1 ls	\$ -	\$ -
9	MOT	1 ls	\$ 10,909.09	\$ 10,909.09
10	Safety & First Aid	9 mth	\$ -	\$ -
11	Temporary Fence at Trailer & Laydown Area	1 ls	\$ 3,090.91	\$ 3,090.91
12	Power Company Charges - Set up FP&L	1 ls	\$ 2,272.73	\$ 2,272.73
13	Temp. Power Hookup & Removal	1 ls	\$ 5,227.27	\$ 5,227.27
14	Phone Fax Service	9 mth	\$ 90.91	\$ 818.19
15	Temp Trailer Rental	9 mth	\$ 457.27	\$ 4,115.43
16	Temp. Trailer Electrical	9 mth	\$ 113.64	\$ 1,022.76
17	Temp. Water Set-up	1 ls	\$ 2,168.18	\$ 2,168.18
18	Temp. Water Service	9 mth	\$ 45.45	\$ 409.05
19	Port-A-Pot	9 mth	\$ 500.00	\$ 4,500.00
20	Progress Photos	9 mth	\$ 136.36	\$ 1,227.24
21	Office Supplies & Machines	9 mth	\$ 90.91	\$ 818.19
22	As-Built Plans	1 ls	\$ 18,950.00	\$ 18,950.00
23	C. P. M. Schedule	9 mth	\$ 1,192.27	\$ 10,730.43
24	Extra Plans	1 ls	\$ -	\$ -
25	Misc as Needed	9 mth	\$ -	\$ -
26	Dumpsters	30 lds	\$ 454.55	\$ 13,636.50
27	Project Manager	39 wks	\$ 1,454.55	\$ 56,727.45
28	Field Administration Assistant	39 wks	\$ -	\$ -
29	Site Superintendent	39 wks	\$ 1,113.64	\$ 43,431.96
<b>Total</b>				<b>\$ 246,808.56</b>

**2. Site Work/Demo**

Item	Description	Quantity		Unit Price	Total
1	Tree Protection Fence (6' CL)	3,900	lf	\$ 2.89	\$ 11,271.00
2	Tree Protection (Orange Fence or Equal)	2,055	lf	\$ 2.18	\$ 4,479.90
3	NPDES Compliance/Silt Fence, Turbidity Barrier & Inlet Protection	1	ls	\$ 25,531.82	\$ 25,531.82
<b>Total</b>					<b>\$ 41,282.72</b>

**3. Potable Water**

Item	Description	Quantity		Unit Price	Total
1	20" x 6" Tapping Sleeve & Valve	1	ea	\$ 19,574.55	\$ 19,574.55
2	6" DIP WM Wrapped & Restrained	80	lf	\$ 78.45	\$ 6,276.00
3	6" DDCVA	1	ea	\$ 15,570.00	\$ 15,570.00
4	6" Fittings	1	ls	\$ 8,027.27	\$ 8,027.27
5	6" Gate Valve	1	ea	\$ -	\$ -
6	Temporary Blow-offs	1	ea	\$ 1,009.09	\$ 1,009.09
7	4" Irrigation Meter w/City Fees	1	ea	\$ 12,445.45	\$ 12,445.45
8	8" x 2" Tap & Corp Stop	1	ea	\$ 5,230.00	\$ 5,230.00
9	2" Poly w/3" Casing	1	ea	\$ 3,422.73	\$ 3,422.73
10	2" Meter & BFP w/City Fess	1	ea	\$ 11,581.82	\$ 11,581.82
11	Cut and replace road	1	ea	\$ -	\$ -
12	Remove & Replace Sidewalk & Curb	1	ls	\$ -	\$ -
13	Remove & Replace Sod	1	ls	\$ -	\$ -
14		1	ea	\$ -	\$ -
15		1	ea	\$ -	\$ -
16		1	ea	\$ -	\$ -
<b>Total</b>					<b>\$ 83,136.91</b>

**4. Sanitary Sewer**

Item	Description	Quantity		Unit Price	Total
1	Pump Station as Designed	1	ea	\$ 71,570.91	\$ 71,570.91
2	PS Valve Vault	1	ea	\$ 2,143.64	\$ 2,143.64
3	4" C-900 Gravity Sewer	101	lf	\$ 39.21	\$ 3,960.21
4	SS Clean-outs	2	ea	\$ 845.45	\$ 1,690.90
5	Connect to existing 3" FM	1	ea	\$ 4,986.36	\$ 4,986.36
6	3" Force Main	17	lf	\$ 11.17	\$ 189.89
7	Remove & Replace Sidewalk & Curb	1	ls	\$ -	\$ -
8	Disassemble & reassemble Bus Stop	1	ls	\$ -	\$ -
<b>Total</b>					<b>\$ 84,541.91</b>

**5. Streets**

Item	Description	Quantity		Unit Price	Total
1	1 1/2" S-1 Asphalt - Parking Lot	475	sy	\$ 13.00	\$ 6,175.00
2	8" LR Base - includes under curb	600	sy	\$ 13.67	\$ 8,202.00
3	12" Stabilized Subgrade	637	sy	\$ 7.66	\$ 4,879.42
4	Type D Curb	292	lf	\$ 15.98	\$ 4,666.16
5	Gutter & Driveway	507	sf	\$ 10.65	\$ 5,399.55
6	4" Sidewalk w/color	3,813	sf	\$ 2.77	\$ 10,562.01
7	Truncated Domes	7	loc	\$ 150.00	\$ 1,050.00

5. Streets (Cont.)

Item	Description	Quantity		Unit Price	Total
8	Signage & Striping	1	ls	\$ 1,000.00	\$ 1,000.00
9	Demolish Sidewalk & Curb	1	ls	\$ 1,140.91	\$ 1,140.91
10	1" S-3 Asphalt - Jogging Trail	1,412	sy	\$ 13.71	\$ 19,358.52
11	6" LR Base	1,883	sy	\$ 11.11	\$ 20,920.13
12	12" Compacted Subgrade	2,118	sy	\$ 6.95	\$ 14,720.10
13	5' x 4" Sidewalk w/color	3,490	sf	\$ -	\$ -
14	8' x 4" Sidewalk w/color	1,600	sf	\$ 3.86	\$ 6,176.00
15	10' x 4" Sidewalk w/color	12,261	sf	\$ 3.86	\$ 47,327.46
16	Signage & Striping	1	ls	\$ 1,000.00	\$ 1,000.00
17	Truncated Domes	1	loc	\$ 320.00	\$ 320.00
<b>Total</b>					<b>\$ 152,897.26</b>

6. Earthwork

Item	Description	Quantity		Unit Price	Total
1	Lake Excavation	28,500	cy	\$ 2.14	\$ 60,990.00
2	Lake Bank Shaping	1	ls	\$ 954.55	\$ 954.55
3	Spread Fill, Rough Grade	1	ls	\$ 5,181.82	\$ 5,181.82
4	Shallow Pipe Pad Allowance	500	sf	\$ 11.90	\$ 5,950.00
<b>Total</b>					<b>\$ 73,076.37</b>

7. Drainage

Item	Description	Quantity		Unit Price	Total
1	4" HDPE	81	lf	\$ 45.33	\$ 3,671.73
2	6" HDPE	103	lf	\$ 46.25	\$ 4,763.75
3	8" HDPE	57	lf	\$ 47.98	\$ 2,734.86
4	10" HDPE	59	lf	\$ 49.53	\$ 2,922.27
5	12" HDPE	31	lf	\$ 64.68	\$ 2,005.08
6	15" HDPE	111	lf	\$ 67.48	\$ 7,490.28
7	18" HDPE	954	lf	\$ 69.46	\$ 66,264.84
8	24" HDPE	180	lf	\$ 78.02	\$ 14,043.60
9	36" HDPE	119	lf	\$ 101.14	\$ 12,035.66
10	Valley Inlet	2	ea	\$ 8,772.73	\$ 17,545.46
11	12" Basin	6	ea	\$ 5,400.00	\$ 32,400.00
12	15" Basin	1	ea	\$ 5,636.36	\$ 5,636.36
13	18" Basin	2	ea	\$ 8,954.55	\$ 17,909.10
14	Construct New Inlet S-15	1	ea	\$ 12,572.73	\$ 12,572.73
15	Yard Drains	7	ea	\$ 9,250.00	\$ 64,750.00
16	Manhole	1	ea	\$ 7,840.91	\$ 7,840.91
17	Control Structure CS-11	1	ea	\$ 13,804.55	\$ 13,804.55
18	Control Structure CS-05	1	ea	\$ 13,645.45	\$ 13,645.45
19	Rubber Check Valves	3	ea	\$ 9,281.82	\$ 27,845.46
20	Exfiltration Trench w/filter cloth, stone & perforated 15" HDPE	48	lf	\$ 225.45	\$ 10,821.60
21	Exfiltration Trench w/filter cloth, stone & perforated 18" HDPE	40	lf	\$ 257.27	\$ 10,290.80
22	RipRap	8	loc	\$ 2,727.27	\$ 21,818.16

7. Drainage (Cont.)

Item	Description	Quantity	Unit Price	Total
23	Root Barrier	260	lf \$ 19.54	\$ 5,080.40
24	Root Prune	200	lf \$ 17.73	\$ 3,546.00
25	Demo Drain Pipe	445	lf \$ 75.88	\$ 33,766.60
26	Demo Drain Structure	3	ea \$ 4,000.00	\$ 12,000.00
27	Temporary Pipe Plug	1	ea \$ 5,909.09	\$ 5,909.09
28	Clean Existing 12" RCP	1	ls \$ 4,000.00	\$ 4,000.00
<b>Total</b>				<b>\$ 437,114.74</b>

8. **Golf Course**

Item	Description	Quantity	Unit Price	Total
1	Round-Up/Rotovate	20	ac \$ 1,045.45	\$ 20,909.00
2	Rough Shaping	1	ls \$ 23,390.91	\$ 23,390.91
3	Greens Construction	42,317	sf \$ 3.29	\$ 139,222.93
4	Tee Construction	45,850	sf \$ 0.14	\$ 6,419.00
5	Bunker Construction	11,750	sf \$ 0.95	\$ 11,162.50
	Drainage		\$ -	
6	4" Perf	625	lf \$ 8.73	\$ 5,456.25
7	4" Solid	845	lf \$ 4.99	\$ 4,216.55
8	6" Solid	1,177	lf \$ 13.16	\$ 15,489.32
9	8" Solid	485	ea \$ 15.81	\$ 7,667.85
10	12" Solid	360	ea \$ 22.85	\$ 8,226.00
11	12" In-line Drains	23	ea \$ 540.91	\$ 12,440.93
			\$ -	
12	Irrigation Pump Station/Wet Well/Intake/Slab	1	ls \$ 248,076.36	\$ 248,076.36
13	Pump House	1	ea \$ 73,073.18	\$ 73,073.18
14	Irrigation System Golf Course & Landscape	1	ls \$ 380,651.14	\$ 380,651.14
15	Fertigation System & Containment Area	1	ls \$ 22,310.00	\$ 22,310.00
16	Finish Shaping	1	ls \$ 22,735.00	\$ 22,735.00
	Grassing & Amendments		\$ -	
17	Sprig Greens - Platinum Paspalum	42,317	sf \$ 0.37	\$ 15,657.29
18	Sprig Tees - Platinum Paspalum	45,850	sf \$ 0.33	\$ 15,130.50
19	Sod - Platinum Paspalum	235,000	sf \$ 0.56	\$ 131,600.00
20	Sod - St Augustine Palmetto	26,700	sf \$ 0.50	\$ 13,350.00
21	Grow-In	3	mth \$ 20,000.00	\$ 60,000.00
<b>Total</b>				<b>\$ 1,237,184.71</b>

9. **Landscape - Golf Course**

Item	Description	Quantity	Unit Price	Total
1	Cabbage Palms	26	ea \$ 250.00	\$ 6,500.00
2	Mahogany	2	ea \$ 250.00	\$ 500.00
3	Green Buttonwood	21	ea \$ 225.00	\$ 4,725.00
4	Hong Kong Orchid	3	ea \$ 200.00	\$ 600.00
5	Orange Geiger	3	ea \$ 200.00	\$ 600.00
6	Frangipani	3	ea \$ 300.00	\$ 900.00
7	Wild Tamarind	3	ea \$ 200.00	\$ 600.00
8	Simson's Stopper	3	ea \$ 275.00	\$ 825.00
9	Trumpet Tree	3	ea \$ 200.00	\$ 600.00

9. **Landscape - Golf Course (Cont.)**

Item	Description	Quantity	Unit Price	Total	
10	Paradise Tree	3	ea \$ 250.00	\$ 750.00	
	<b>Tree Total</b>		\$ 16,600.00	\$ -	
11	Coontie	260	ea \$ 10.00	\$ 2,600.00	
12	Red Tip Cocoplum	345	ea \$ 7.00	\$ 2,415.00	
13	Sea Grape	95	ea \$ 7.00	\$ 665.00	
14	Dwarf Var. Schefflera	195	ea \$ 7.00	\$ 1,365.00	
	<b>Shrub Total</b>		\$ 7,045.00	\$ -	
15	Evergreen Giant Lirope	935	ea \$ 4.00	\$ 3,740.00	
	<b>Ground Cover Total</b>		\$ 3,740.00	\$ -	
16	Muhly Grass	5,770	ea \$ 2.00	\$ 11,540.00	
17	Faxahatchee Grass	520	ea \$ 4.00	\$ 2,080.00	
18	Sand Cordgrass	5,560	ea \$ 2.00	\$ 11,120.00	
19	Seashore Dropgrass	3,195	ea \$ 2.00	\$ 6,390.00	
	<b>Grass Total</b>		\$ 31,130.00	\$ -	
20	Mulch - Melaluca	1,232	cy \$ 28.00	\$ 34,496.00	
	<b>Mulch Total</b>		\$ 34,496.00	\$ -	
21	Spike Rush	520	ea \$ 3.50	\$ 1,820.00	
22	Soft Rush	890	ea \$ 3.50	\$ 3,115.00	
	<b>Aquatic Total</b>		\$ 4,935.00	\$ -	
23	Tree Relocate - Average	37	ea \$ 586.74	\$ 21,709.38	
	<b>Tree Relocates Total</b>		\$ 21,709.38	\$ -	
24	Tree Removal - Average	35	ea \$ 550.00	\$ 19,250.00	
	<b>Tree Removal Total</b>		\$ 19,250.00	\$ -	
				<b>Total</b>	<b>\$ 138,905.38</b>

#### 9. A Landscape - Amenities

Item	Description	Quantity	Unit Price	Total	
1	Cabbage Palms	12	ea \$ 250.00	\$ 3,000.00	
	<b>Tree Total</b>		\$ 3,000.00	\$ -	
2	Coontie	80	ea \$ 10.00	\$ 800.00	
3	Firebush	90	ea \$ 8.00	\$ 720.00	
4	Red Tip Cocoplum	300	ea \$ 7.00	\$ 2,100.00	
5	Blue Plumbago	55	ea \$ 8.00	\$ 440.00	
6	Horizontal Cocoplum	230	ea \$ 14.00	\$ 3,220.00	
	<b>Shrub Total</b>		\$ 7,280.00	\$ -	
7	Blueberry Flax Lily	65	ea \$ 4.00	\$ 260.00	
	<b>Ground Cover Total</b>		\$ 260.00	\$ -	
8	Muhly Grass	60	ea \$ 2.00	\$ 120.00	
9	Faxahatchee Grass	50	ea \$ 4.00	\$ 200.00	
10	Sand Cordgrass	25	ea \$ 2.00	\$ 50.00	
	<b>Grass Total</b>		\$ 370.00	\$ -	
11	Mulch - Melaluca	80	cy \$ 28.00	\$ 2,240.00	
	<b>Mulch Total</b>		\$ 2,240.00	\$ -	
12	Tree Relocate	13	ea \$ 400.00	\$ 5,200.00	
	<b>Tree Relocates Total</b>		\$ 5,200.00	\$ -	
				<b>Total</b>	<b>\$ 18,350.00</b>

#### 10. Amenities

Item	Description	Quantity		Unit Price	Total
1	<b>Tot Lot w/shade, benches, Etc</b>				
	Play Ground Eqpt and Related Work	1	ls	\$ 205,362.50	\$ 205,362.50
	10x10 Shade System	2	ea	\$ 5,018.27	\$ 10,036.54
	21x28 Shade System	1	ea	\$ 12,132.18	\$ 12,132.18
	36x50 Shade System	1	ea	\$ 26,498.36	\$ 26,498.36
	Handicap Picnic Table	1	ea	\$ 1,859.20	\$ 1,859.20
	Picnic Table	1	ea	\$ 1,733.07	\$ 1,733.07
	Trash Receptacle	1	ea	\$ 1,858.46	\$ 1,858.46
	Park Benches	5	ea	\$ 1,676.57	\$ 8,382.85
	Concrete area for entry/picnic area	500	sf	\$ 4.91	\$ 2,455.00
	Aluminum Fence and Gate	309	lf	\$ 42.05	\$ 12,993.45
2	<b>Splash Pad w/shade, benches, Etc</b>				
	Splash Pad and Equipment	1	ls	\$ 364,580.00	\$ 364,580.00
	10x20 Shade System	2	ea	\$ 8,523.86	\$ 17,047.72
	Trash Receptacle	2	ea	\$ 1,858.46	\$ 3,716.92
	Park Benches	5	ea	\$ 1,676.57	\$ 8,382.85
	Aluminum Fence and Gate	231	lf	\$ 43.73	\$ 10,101.63
				\$ -	
3	Restroom/Pump Room	1	ls	\$ 241,646.50	\$ 241,646.50
4	Starters Shed	1	ls	\$ 43,327.27	\$ 43,327.27
5	<b>Electrical</b>			\$ -	
	Street light relocation (2)	1	ls	\$ 18,900.00	\$ 18,900.00
	Site Electrical	1	ls	\$ 99,502.00	\$ 99,502.00
6	Tennis Courts	1	ls	\$ 145,751.76	\$ 145,751.76
				<b>Total</b>	<b>\$ 1,236,268.26</b>

**SUMMARY**

1.	<b>General Conditions</b>	\$	246,808.56
2.	<b>Site Work/Demo</b>	\$	41,282.72
3.	<b>Potable Water</b>	\$	83,136.91
4.	<b>Sanitary Sewer</b>	\$	84,541.91
5.	<b>Streets</b>	\$	152,897.26
6.	<b>Earthwork</b>	\$	73,076.37
7.	<b>Drainage</b>	\$	437,114.74
8.	<b>Golf Course</b>	\$	1,237,184.71
9.	<b>Landscape - Golf Course</b>	\$	138,905.38
9.A	<b>Landscape - Amenities</b>	\$	18,350.00
10.	<b>Amenities</b>	\$	1,236,268.26
	<b>Project Total</b>	\$	<b>3,749,566.82</b>
11.	<b>CM Fee @ 9.00%</b>	\$	337,461.01
12.	<b>Allowance for Permit</b>	\$	100,000.00
13.	<b>Bond &amp; Insurance @1.00%</b>	\$	40,870.00
	<b>Subtotal with Fee, Bond, and Insurance</b>	\$	<b>4,227,897.83</b>
14.	<b>Owner's Contingency @ 5.00%</b>	\$	211,394.89
	<b>Estimate Grand Total</b>	\$	<b>4,439,292.72</b>
	<b>Deductive Alternates</b>		
15.	<b>Starter Shack</b>	\$	47,660.00
16.	<b>Pipe/Structure from Prairie Avenue (PWD. Req.)</b>	\$	100,148.60

**PROPOSAL CLARIFICATIONS**

1. Items not included: permanent signs, golf course accessories and set up

**Clarifications:**

1. This proposal is based on the existing TOPO on the plans being accurate within +/- 0.2 feet at any given location. TOPO verification may be required prior to final contract.
2. No 12" excavate and mix added to landscape areas of golf
3. Splash Pad Equipment - Rain Drop
4. SPECIAL NOTE: Perimeter White Decking is quoted with Original Mortex Kool Deck. If Tuff Coat is required, ADD \$3,600.00

**GMP AMENDMENT No.1**

**GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO.1 TO THE AGREEMENT FOR PRE-CONSTRUCTION SERVICES BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND QGS DEVELOPMENT, INC., FOR CONSTRUCTION MANAGER AT RISK SERVICES PURSUANT TO RESOLUTION NO. 2011-27791 ENTITLED "CONSTRUCTION MANAGEMENT AT RISK PRE-CONSTRUCTION SERVICES FOR THE PAR 3 GOLF COURSE RENOVATION PROJECT.**

**THIS GMP AMENDMENT NO.1**, made and entered into as of this \_\_\_\_day of\_\_\_\_\_, (**"GMP Amendment No 1"**) amends that certain Agreement between Owner, the **CITY OF MIAMI BEACH, FLORIDA** (also, City) and Construction Manager, **QGS DEVELOPMENT, Inc.**, (hereinafter Construction Manager or CM), made as of the \_\_\_\_\_day of\_\_\_\_\_, for the following described Project:

Par 3 Golf Course  
2500 Pinetree Drive  
Miami Beach, FL, 33139

**WHEREAS**, the Owner and the CM have agreed to amend the Agreement in the manner set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, in the Agreement and the other Contract Documents and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the CM do hereby agree as follows:

1. This **GMP Amendment No. 1** is executed in connection with, and is deemed to be part of the Agreement and the Contract Documents. Wherever the terms of this **GMP Amendment No. 1** and the terms of the Contract Documents are in conflict, the terms of this **GMP Amendment No. 1** shall govern and control. The terms used herein, unless otherwise defined in this **GMP Amendment No. 1** shall have the meanings ascribed to them in the Contract Documents.

2. The following are hereby incorporated into the Contract Documents and made part thereof:
  - a. The construction documents listed on **Attachment I, GMP Amendment No.1**, attached hereto, which are made a part of the Contract Documents by this reference (the "Construction Documents"); and
  - b. The specifications listed on **Attachment II, GMP Amendment No.1**, attached hereto, which specifications are made a part of the Contract Documents by this reference (the "Specifications"); and
  - c. Those documents listed on **Attachment III, Additional Contract Documents**, refer to the executed pre-construction services agreement, attached hereto, are made a part of the Contract Documents by this reference; and
  - d. Those documents listed on **Attachment IV, GMP Amendment No.1, GMP Book**

inclusive of CM's Proposal, Qualifications and Assumptions attached hereto, are made a part of the Contract Documents by this reference; and

- e. Those documents listed on **Attachment V, GMP Amendment No.1**, the CM's Salary and Wage Schedule attached hereto, are made part of the contract Documents by this reference; and
- f. The Scope of the Work for the Par 3 Project, contemplated in this **GMP Amendment No.1**, and as described in **Attachment I, GMP Amendment No.1**, is hereby incorporated into the Work; and
- g. The Project Schedule will be provided for this Project and is set forth on **Attachment VI-GMP Amendment No.1**, attached hereto, are made a part hereof by this reference; and
- h. The CM's Onsite Management and Supervisory Personnel for this Project shall be set forth herein, and incorporated as **Attachment VII** to this Agreement.
- i. The date of Commencement for the construction of the Par 3 project in this **GMP Amendment No.1**, shall commence upon the issuance of Notice To Proceed (NTP) # 2, by the parties hereto (the "Date of Commencement").
- j. The CM shall achieve Substantial Completion of the Work for the Par 3 project as contemplated in this **GMP Amendment No.1**, no later than 243 calendar days from the issuance of NTP # 2, the Date of Commencement (the "Contract Time"), and Final Completion, not later than thirty (30) calendar days from the date of Substantial Completion. Failure to meet either the Substantial Completion or Final Completion dates shall be a material breach of this Agreement and liquidated damages will be assessed thereafter.
- k. Upon failure of the CM to substantially complete the Work contemplated in this **GMP Amendment No.1**, within the specified period of time, plus any approved time extensions, CM shall pay to the City the sum of \$1,000 for each calendar day after the time specified in subsection 2(j) of this Amendment.
- l. The Guaranteed Maximum Price (GMP) for the Scope of Work contemplated in this **GMP Amendment No.1**, for the Par 3 project, is hereby guaranteed by the CM not to exceed the sum of \$4,227,898. (**GMP Amendment No.1**), based upon the entire Scope of the Work as described in the Contract Documents, as amended herein, and including, but not limited to, the Construction Documents and the Specifications, subject only to additions and deductions by Contract Amendment(s) or Construction Change Directive, as provided in the Contract Documents. The **GMP** for **GMP Amendment No.1** is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, which Schedule of Values is attached hereto as **Attachment VIII-GMP Amendment No.1**, and made a part of the Contract Documents by this reference. Included in the Schedule of Values and specifically identified herein, the Owners'

Contingency as defined in Article 1.19 of the Pre-Construction Services Agreement is in the amount of \$211,395.

- m. Should the CM realize any savings from the negotiated Schedule of Values, incorporated as **Attachment VIII**, the City shall receive 75% of said savings with no line item integrity. The City reserves the right to audit any and all contract related documents at any time during the Project and at the end of the Project.
- n. The CM shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Builder's Risk Insurance, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.
- o. The CM shall provide the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.
- p. By executing this **GMP Amendment No.1**, the CM acknowledges that it has ascertained and verified all existing underground utilities and has coordinated all correct locations for points of connection for all utilities, if any, required for this Project and has identified all clarifications and qualifications for this Project, if any. Utility Locations shall be identified by the CM and all existing utility connections will be capped as needed, as noted in the Qualification and Assumptions Statement.
- q. To the extent that the Owner has authorized the CM, in writing, to perform the Work contemplated in this **GMP Amendment No.1**, for this Project with the CM's own forces, the salary and wage schedule for the CM's personnel performing such portion of the Work, agreed upon by the City and the CM, shall be as set forth on **Attachment V- GMP Amendment No.1**, attached hereto, and is made a part of the Contract Documents by this reference. The CM warrants and represents that the salary and wage schedule includes the comparable market rates (including any and all benefits, contributions and insurance) charged by the CM for comparable contracts to other business and individuals for similar services, and that such rates are not higher than the standard paid for this Project (Par 3) .
- r. Except as expressly provided herein above all of the terms, conditions, covenants, agreements and understandings contained in the Pre-Construction Contract Documents (and as may have been amended pursuant to **GMP Amendment No.1**), shall remain unchanged and in full force and effect, and the same hereby expressly ratified and confirmed by the City and CM.
- s. This **GMP Amendment No.1** may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF MIAMI BEACH

\_\_\_\_\_  
Rafael Granado, City Clerk

\_\_\_\_\_  
Matti Herrera Bower, Mayor

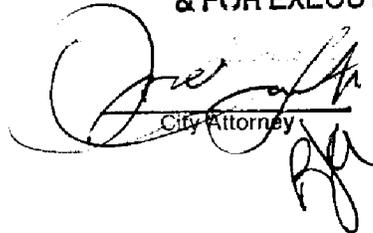
ATTEST:

**CONSTRUCTION MANAGER/  
QGS Development , Inc.**  
17502 County Road 672,  
(P.O. Drawer 108 Lithia, FL. 33547)  
Lithia, Fl 33547  
Jim Armstrong, Assistant Vice President  
Florida Contractor License: CGC 1512412

By: \_\_\_\_\_  
Jacqui Gardner  
Contract Administrator

By: \_\_\_\_\_  
Jim Armstrong  
Assistant Vice President

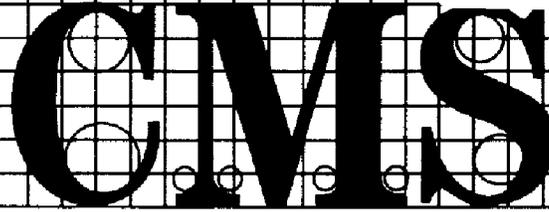
APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

10/11/13  
\_\_\_\_\_  
Date

Par 3 Golf Course  
2500 Pinetree Drive  
Miami Beach, FL, 33139  
**GMP AMENDMENT NO.1**

- ATTACHMENT I      CONTRACT DOCUMENTS: THE CONSTRUCTION DOCUMENTS – Plans  
DATED 08/7/2013 - Par 3(McCumber) and 9/3/2013 Par 3 Amenities(KobiKarp)
- ATTACHMENT II     CONTRACT DOCUMENTS: THE SPECIFICATIONS  
Par 3 Golf Course / Par 3 Amenities
- ATTACHMENT III    CONTRACT DOCUMENTS:  
EXECUTED PRE-CONSTRUCTION SERVICES AGREEMENT DATED MARCH 20,  
2012 (INCLUSIVE OF GENERAL CONDITIONS DATED MARCH 2011).
- ATTACHMENT IV     CONTRACT DOCUMENTS:  
GMP PACKAGE DATED MARCH 20, 2012
- ATTACHMENT V      CONTRACT DOCUMENTS:  
CONSTRUCTION MANAGER'S SALARY AND WAGE SCHEDULE
- ATTACHMENT VI     CONTRACT DOCUMENTS:  
PROJECT SCHEDULE (TO BE SUBMITTED FOR APPROVAL UPON ISSUANCE OF  
NOTICE TO PROCEED NO. 1)
- ATTACHMENT VII    CONTRACT DOCUMENTS:  
ONSITE SITE MANAGEMENT AND SUPERVISORY PERSONNEL
- ATTACHMENT VIII   CONTRACT DOCUMENTS:  
SCHEDULE OF VALUES



**CONSTRUCTION MANAGEMENT SERVICES, INC.**

10 Fairway Drive • Suite 301 • Deerfield Beach, Florida 33441 • 954-481-1611 • FAX 954-427-3142

**MIAMI BEACH  
CAPITAL IMPROVEMENTS  
CITY OF MIAMI BEACH  
PAR 3 GOLF COURSE**

**100% SUBMITTAL  
COST ESTIMATE**

**October 1, 2013**

**RECEIVED  
2013 OCT -9 AM 11:11  
CITY OF MIAMI BEACH  
CAPITAL IMPROVEMENT  
PROJECTS**

**PREPARED FOR:  
CITY OF MIAMI BEACH**

**PREPARED BY:  
CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.  
CMS FILE # 2126**

**Quantity Surveyors • Construction Managers**

CMS-Construction Management Services, Inc.  
 10 Fairway Drive, Suite 301  
 Deerfield Beach, FL 33441  
 954-481-1611  
 CMS FILE # 2126

MIAMI BEACH  
 CAPITAL IMPROVEMENTS  
 CITY OF MIAMI BEACH  
 PAR 3 GOLF COURSE

100% SUBMITTAL

COST ESTIMATE  
 October 1, 2013

PREPARED FOR:  
 CITY OF MIAMI BEACH

MAIN SUMMARY

DIVISION	DESCRIPTION	AMOUNT	% of TOTAL
01000	GENERAL CONDITIONS	\$ 519,622.00	12.24%
02000	SITE WORK / DEMOLITION	\$ 1,540,713.12	36.28%
03000	CONCRETE	\$ 65,471.99	1.54%
04000	MASONRY	\$ 15,903.53	0.37%
05000	METALS	\$ 2,920.00	0.07%
06000	WOOD AND PLASTICS	\$ 360.00	0.01%
07000	THERMAL / MOISTURE PROTECTION	\$ 59,480.15	1.40%
08000	DOORS AND WINDOWS	\$ 20,857.00	0.49%
09000	FINISHES	\$ 28,500.66	0.67%
10000	SPECIALTIES / SIGNAGE	\$ 7,353.00	0.17%
11000	EQUIPMENT (N/A)	\$ -	0.00%
12000	FURNISHINGS (N/A)	\$ -	0.00%
13000	SPECIAL CONSTRUCTION	\$ 200.00	0.00%
14000	CONVEYING SYSTEMS (N/A)	\$ -	0.00%
22000	PLUMBING	\$ 60,672.40	1.43%
23000	HVAC	\$ 4,827.90	0.11%
26000	ELECTRICAL	\$ 100,570.53	2.37%
31000	EARTHWORK	\$ -	0.00%
32000	EXTERIOR IMPROVEMENTS	\$ 1,087,187.11	25.60%
33000	UTILITIES	\$ 325,435.33	7.66%
	SUBTOTAL	\$ 3,840,074.70	90.43%
3.00%	G.C. OVERHEAD	\$ 115,202.24	2.71%
	SUBTOTAL	\$ 3,955,276.94	93.14%
5.00%	G.C. PROFIT	\$ 237,316.52	5.59%
	SUBTOTAL	\$ 4,192,593.56	98.73%
1.29%	BOND	\$ 54,084.46	1.27%
	<b>TOTAL PROBABLE CONSTRUCTION COST</b>	<b>\$ 4,246,678.02</b>	<b>100.00%</b>

CMS-Construction Management Services, Inc.  
 10 Fairway Drive, Suite 301  
 Deerfield Beach, Fl 33441  
 954-481-1611  
 CMS FILE # 2126

MIAMI BEACH  
 CAPITAL IMPROVEMENTS  
 CITY OF MIAMI BEACH  
 PAR 3 GOLF COURSE

100% SUBMITTAL

COST ESTIMATE  
 October 1, 2013

PREPARED FOR:  
 CITY OF MIAMI BEACH

SCHEDULE OF VALUES

DIVISION	DESCRIPTION	SITE		RESTROOM/PUMP ROOM		STARTER SHACK	
		AMOUNT	% of TOTAL	AMOUNT	% of TOTAL	AMOUNT	% of TOTAL
01000	GENERAL CONDITIONS	478,395.65	12.24%	34,715.01	12.24%	6,511.33	12.24%
02000	SITE WORK / DEMOLITION	1,540,713.12	39.41%	0.00	0.00%	0.00	0.00%
03000	CONCRETE	0.00	0.00%	56,648.95	19.97%	8,823.04	16.58%
04000	MASONRY	0.00	0.00%	13,535.53	4.77%	2,368.00	4.45%
05000	METALS	0.00	0.00%	1,460.00	0.51%	1,460.00	2.74%
06000	WOOD AND PLASTICS	0.00	0.00%	0.00	0.00%	360.00	0.68%
07000	THERMAL / MOISTURE PROTECTION	0.00	0.00%	50,938.48	17.95%	6,541.66	16.05%
08000	DOORS AND WINDOWS	0.00	0.00%	11,202.00	3.95%	9,655.00	18.14%
09000	FINISHES	0.00	0.00%	25,881.11	9.12%	2,619.55	4.92%
10000	SPECIALTIES / SIGNAGE	0.00	0.00%	7,203.00	2.54%	150.00	0.28%
11000	EQUIPMENT	0.00	0.00%	0.00	0.00%	0.00	0.00%
12000	FURNISHINGS	0.00	0.00%	0.00	0.00%	0.00	0.00%
13000	SPECIAL CONSTRUCTION	0.00	0.00%	0.00	0.00%	200.00	0.38%
14000	CONVEYING SYSTEMS	0.00	0.00%	0.00	0.00%	0.00	0.00%
22000	PLUMBING	31,860.00	0.81%	28,582.40	10.07%	230.00	0.43%
23000	HVAC	0.00	0.00%	2,286.90	0.81%	2,541.00	4.77%
26000	ELECTRICAL	71,815.43	1.84%	24,095.12	8.49%	4,659.99	8.76%
31000	EARTHWORK	0.00	0.00%	0.00	0.00%	0.00	0.00%
32000	EXTERIOR IMPROVEMENTS	1,087,187.11	27.81%	0.00	0.00%	0.00	0.00%
33000	UTILITIES	325,435.33	8.32%	0.00	0.00%	0.00	0.00%
	SUBTOTAL	3,535,406.64	90.43%	256,548.50	90.43%	48,119.57	90.43%
3.00%	G.C. OVERHEAD	106,062.20	2.71%	7,896.45	2.71%	1,443.59	2.71%
	SUBTOTAL	3,641,468.84	93.14%	264,244.95	93.14%	49,563.15	93.14%
6.00%	G.C. PROFIT	218,488.13	5.59%	15,854.70	5.59%	2,973.79	5.59%
	SUBTOTAL	3,859,956.97	98.73%	280,099.65	98.73%	52,536.94	98.73%
1.29%	BOND	49,793.44	1.27%	3,813.29	1.27%	677.73	1.27%
	<b>TOTAL PROBABLE CONSTRUCTION COST</b>	<b>\$3,909,750.41</b>	<b>100.00%</b>	<b>\$283,712.94</b>	<b>100.00%</b>	<b>\$53,214.67</b>	<b>100.00%</b>

<p><b>CMS-Construction Management Services, Inc.</b>  <b>10 Fairway Drive, Suite 301</b>  <b>Deerfield Beach, Fl 33441</b>  <b>954-481-1611</b>  <b>CMS FILE # 2126</b></p>	
<p><b>MIAMI BEACH</b>  <b>CAPITAL IMPROVEMENTS</b>  <b>CITY OF MIAMI BEACH</b>  <b>PAR 3 GOLF COURSE</b></p> <p><b>100% SUBMITTAL</b></p> <p><b>COST ESTIMATE</b>  <b>October 1, 2013</b></p> <p><b>PREPARED FOR:</b>  <b>CITY OF MIAMI BEACH</b></p> <p><b>QUALIFICATIONS</b></p>	
#	ITEM
1	<b>THIS COST ESTIMATE IS BASED ON A STANDARD OPEN-BID PROCESS.</b>
2	<b>GENERAL CONDITIONS IS BASED ON A 9-MONTH CONTRACT.</b>
3	<b>THIS ESTIMATE IS BASED ON CITY OF MIAMI BEACH CAPITAL IMPROVEMENTS PLANS AND SPECIFICATION DATED 8/ 28/2013.</b>
4	<b>Due to the present volatile nature of the construction market, construction material cost could change substantially prior to construction.</b>
5	Allowance for Permits of \$100,000.00 is included in General Conditions.
6	Impact fees or other utility company charges are NOT included.
7	Furnishings and special equipment is NOT included (except as noted).
8	Asbestos abatement / removal is NOT included.
9	Lead paint abatement / removal is NOT included.
10	Petroleum or contaminate abatement / removal is NOT included.
11	Security guard services are NOT included.
12	Off-site storage is NOT included.
13	Night shift / overtime work is NOT included.
14	Phasing costs associated with the work are included.
15	Costs are based on work being performed during normal hours.
16	Testing is NOT included.
17	Impact fees or other utility company charges are NOT included.
18	Signalization is NOT included.
19	Concrete slab over water main per note 3 on PD-03 is not included. (quantity unknown).
20	No fire alarm, security/intrusion detection systems are included. (none shown).
21	No lightning protection system is included. (none shown)
22	FPL meter and water meter are not included.

# **GENERAL CONDITIONS**

CMS-Construction Management Services, Inc.  
 10 Fairway Drive, Suite 301  
 Deerfield Beach, FL 33441  
 954-481-1611  
 CMS FILE # 2126

MIAMI BEACH  
 CAPITAL IMPROVEMENTS  
 CITY OF MIAMI BEACH  
 PAR 3 GOLF COURSE  
 100% SUBMITTAL  
 COST ESTIMATE  
 October 1, 2013

GENERAL CONDITIONS

#	Description	Quantity	Unit	Cost / Unit	TOTAL COST	Sub-Total
	<b>CONSTRUCTION DURATION</b>					
		9	Mo.			
		39	Wk.			
		274	Days			
	<b>CONSTRUCTION LIABILITY</b>					
1	G.C. liability	1.00	Ls.	\$ 41,162.00	\$41,162.00	
2	Bkdrs risk	1.00	Ls.	\$ 28,065.00	\$28,065.00	
3	Allowance for Permits	1.00	Ls.	\$ 100,000.00	\$100,000.00	
4	Sub bonds	1.00	Ls.	\$ 38,729.70	\$38,729.70	
5	Initial CPM schedule	1.00	Ls.	\$ 1,500.00	\$1,500.00	
6	Monthly CPM schedule update	8.00	Mo.	\$ 500.00	\$4,000.00	
	<b>SUB-TOTAL</b>					\$213,456.70
	<b>Mobilization</b>					
1	Connect to Existing Power Service (FPL Connection)	1.00	Ls.	\$ 5,000.00	\$5,000.00	
2	Temporary Meters Connect to Existing Power Service	1.00	Ls.	\$ 1,200.00	\$1,200.00	
3	Temporary Water Meters & Connect to Existing Service	1.00	Ls.	\$ 1,200.00	\$1,200.00	
4	Mobile Office (mobilization /demobilization)	1.00	Ls.	\$ 1,500.00	\$1,500.00	
	<b>SUB-TOTAL</b>					\$8,900.00
	<b>Project Supervision</b>					
1	Job Site Project Manager	9.75	Wk.	\$ 1,860.00	\$18,135.00	
2	Job Site Project Superintendent	39.00	Wk.	\$ 1,400.00	\$54,600.00	
5	Office Support Staff	39.00	Wk.	\$ 1,100.00	\$42,900.00	
3	Field Engineer	39.00	Wk.	\$ 1,300.00	\$50,700.00	
	<b>SUB-TOTAL</b>					\$166,335.00
	<b>As Builts</b>					
1	Certified "As Built" Drawings	1.00	Ls.	\$ 2,500.00	\$2,500.00	
	<b>SUB-TOTAL</b>					\$2,500.00
	<b>Testing &amp; Surveying</b>					
1	Building Survey, Layout (2 Person Crew)	5.00	Days	\$ 625.00	\$3,125.00	
2	Field Engineering Grades, Layout, Survey	18.41	Acre.	\$ 1,600.00	\$29,463.99	
3	Final Survey	1.00	Ls.	\$ 2,600.00	\$2,600.00	
	<b>SUB-TOTAL</b>					\$35,188.99
	<b>Photographic Records</b>					
1	Monthly Progress Photos	9.00	Mo.	\$ 200.00	\$1,800.00	
2	Aerial Photos	9.00	Mo.	\$ 250.00	\$2,250.00	
	<b>SUB-TOTAL</b>					\$4,050.00
	<b>Materials &amp; Equipment</b>					
1	Material & Equipment (small tools)	1.00	Ls.	\$ 5,000.00	\$5,000.00	
2	Miscellaneous; Truck, Crane, Lift, Backhoe - Rental	35.00	Days	\$ 575.00	\$20,125.00	
	<b>SUB-TOTAL</b>					\$25,125.00

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MIAMI BEACH  
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 CITY OF MIAMI BEACH  
 PAR 3 GOLF COURSE  
 100% SUBMITTAL  
 COST ESTIMATE  
 October 1, 2013

GENERAL CONDITIONS

#	Description	Quantity	Unit	Cost / Unit	TOTAL COST	Sub-Total
<b>Temporary Utilities</b>						
1	Temporary Electricity to Construction	9.00	Mo.	\$ 650.00	\$5,850.00	
2	Water Charges to Construction Site	9.00	Mo.	\$ 307.00	\$2,763.00	
3	Temporary Telephone & Charges	9.00	Mo.	\$ 300.00	\$2,700.00	
	SUB-TOTAL					\$11,313.00
<b>Temporary Construction Fencing</b>						
1	8' Chain Link Fence Rental	550.00	Lf. Per Mo.	\$ 0.65	\$3,217.50	
2	8x24 Chain Link Gate Rental	2.00	Ea. Per Mo.	\$ 46.50	\$837.00	
	SUB-TOTAL					\$4,054.50
<b>Job Signs</b>						
1	Project Identification & Signs	1.00	Ls.	\$ 1,500.00	\$1,500.00	
2	Bulletin/Permit Board	2.00	Ea.	\$ 210.00	\$420.00	
	SUB-TOTAL					\$1,920.00
<b>Site Offices</b>						
1	Field Offices w/HCP RR & a/c.& furnishings) - Lease	9.00	Mo.	\$ 965.00	\$8,685.00	
2	Field Trailer, Storage - Lease	9.00	Mo.	\$ 275.00	\$2,475.00	
	SUB-TOTAL					\$11,160.00
<b>Toilets</b>						
1	Field Office Temp Holding Tanks ( 2 pulls per week)	9.00	Mo.	\$ 400.00	\$3,600.00	
2	Sanitary Facilities(#1)	9.00	Mo.	\$ 95.00	\$855.00	
3	Sanitary Facilities(#2)	9.00	Mo.	\$ 95.00	\$855.00	
	SUB-TOTAL					\$5,310.00
<b>Job Supplies</b>						
1	Additional Copy of Drawings	1.00	Ls.	\$ 2,500.00	\$2,500.00	
2	Copier Machine - Lease	9.00	Mo.	\$ 200.00	\$1,800.00	
3	Fax Machine - Lease	9.00	Mo.	\$ 50.00	\$450.00	
4	First Aid Facilities (safety)	1.00	Ls.	\$ 450.00	\$450.00	
5	Office Supplies	9.00	Mo.	\$ 200.00	\$1,800.00	
6	Two Way Radio	9.00	Mo.	\$ 112.09	\$1,008.81	
7	Water Cooler - Lease	39.00	Wk.	\$ 50.00	\$1,950.00	
	SUB-TOTAL					\$9,958.81
<b>Construction Cleaning</b>						
1	Final Cleanup	1.00	Ls.	\$ 2,500.00	\$2,500.00	
2	Site Cleaning	39.00	Wk.	\$ 250.00	\$9,750.00	
3	Trash Removal Dumpsters	27.00	Loads	\$ 300.00	\$8,100.00	
	SUB-TOTAL					\$20,350.00
<b>TOTAL GENERAL CONDITIONS</b>					<b>\$519,622.00</b>	

# SITE

CMS-Construction Management Services, Inc.  
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MIAMI BEACH  
 CAPITAL IMPROVEMENTS  
 CITY OF MIAMI BEACH  
 PAR 3 GOLF COURSE

100% SUBMITTAL

COST ESTIMATE  
 October 1, 2013

PREPARED FOR:  
 CITY OF MIAMI BEACH

SITE

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
01	01000	GENERAL CONDITIONS				\$ 478,395.65
	01000	GENERAL CONDITIONS	1	LS	478,396	\$ 478,395.65
02	02000	SITE WORK				\$ 1,540,713.12
	02000.00020	MOBILIZATION	1	LS	15,000.00	\$ 15,000.00
	02102.00000	DEMOLITION	1	LS	5,000.00	\$ 5,000.00
	02102.00000	CLEAR & GRADE				
	02102.10000	CLEAR/ FINE GRADE- GREENS	9	EA	1,850.00	\$ 16,650.00
	02102.10100	CLEAR/FINE GRADE- FAIRWAY & ROUGHS	17	AC	1,450.00	\$ 25,251.74
	02102.10100	CLEAR/FINE GRADE-SITE OTHER THEN GOLF COURSE	1	AC	2,550.00	\$ 2,024.19
	02106.00000	EROSION CONTROL				
		SILT FENCE	4,238	LF	1.55	\$ 6,568.90
		STRAW BALES	20	EA	28.00	\$ 560.00
		TURBIDITY BARRIER	50	LF	37.50	\$ 1,875.00
	02200.00000	EARTHWORK				
		SITE GRADING				
	02210.00500	BULK EARTH WORK	103,983	CY	2.25	\$ 233,962.46
	02222.00000	GOLF COURSE AREAS CONSTRUCTION				
		SHAPING HOLES	9	EA	5,000.00	\$ 45,000.00
		CONSTRUCT GREENS	42,317	SF	2.75	\$ 116,371.75
		CONSTRUCT BUNKERS	12,451	SF	2.25	\$ 28,014.75
		CONSTRUCT TEES	54,897	SF	0.75	\$ 41,172.75
		CONSTRUCT BERM	71,565	SF	0.45	\$ 32,204.25

SITE						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		CONSTRUCT LAKE BANK	58,161	SF	0.44	\$ 25,590.84
	<b>02810</b>	<b>IRRIGATION</b>				
		VALVE - IN HEAD - SPRINKLERS				
		V-1-H SPRINKLER				
		PART/FULL CIRCLE 70' SPACING	175	EA	193.00	\$ 33,775.00
		PART/FULL CIRCLE 60' SPACING #8	26	EA	148.50	\$ 3,861.00
		PART/FULL CIRCLE 60' SPACING #10	106	EA	148.50	\$ 15,741.00
		PART/FULL CIRCLE 60' SPACING #15	396	EA	148.50	\$ 58,806.00
		PART/FULL CIRCLE 50' SPACING	12	EA	89.00	\$ 1,068.00
		TURF ROTOR 5" POP UP #9	145	EA	10.00	\$ 1,450.00
		<b>VALVES</b>				
		3"-6" HDPE MAINLINE VALVE	11	EA	400.00	\$ 4,400.00
		8" HDPE GEAR DRIVEN/AVK D.I. VALVE	2	EA	530.00	\$ 1,060.00
		LATERAL VALVE ASSY	18	EA	250.00	\$ 4,500.00
		1-1/2" AUTO VALVE (COMMON GROUNDS & TEE COMPLEX)	35	EA	53.00	\$ 1,855.00
		2" AUTO VALVE (COMMON GROUNDS)	13	EA	80.00	\$ 1,040.00
		QUICK COUPLING VALVE	22	EA	61.00	\$ 1,342.00
		2" C.I. DRAIN VALVE	2	EA	80.00	\$ 160.00
		2" AIR RELIEF VALVE	2	EA	80.00	\$ 160.00
		<b>BRACKISH WATER MAINLINE HDPE PIPE</b>				
		1" HDPE	9,450	LF	0.96	\$ 9,072.00
		1-1/2" HDPE	3,264	LF	1.22	\$ 3,982.08
		2" HDPE	5,890	LF	2.04	\$ 12,015.60
		3" HDPE	410	LF	2.25	\$ 922.50
		4" HDPE	4,852	LF	3.85	\$ 18,680.20
		6" HDPE	2,204	LF	8.13	\$ 17,907.50
		8" HDPE	280	LF	11.98	\$ 3,353.00
		<b>POTABLE WATER HDPE PIPE</b>				
		4" HDPE	4,980	LF	3.85	\$ 19,173.00
		6" HDPE	280	LF	8.23	\$ 2,303.00
		<b>SATELLITE CONTROL</b>				
		120V DIRECT BURIAL TREY CABLE #10	26,350	LF	0.69	\$ 18,181.50
		TORO COMM WIRE	910	LF	0.75	\$ 682.50
		TORO LTC + MODEM	3	EA	1,000.00	\$ 3,000.00
		TORO LTC + RADIO	1	EA	2,000.00	\$ 2,000.00
		PUMP HOUSE (BLDG & SLAB)	1	LS	83,570.50	\$ 83,570.50
		PUMP HOUSE (PUMP SYSTEM)	1	LS	213,756.00	\$ 213,756.00
	02950.01	TREE PROTECTION CHAIN LINK FENCE	4,340	LF	5.10	\$ 22,134.00
	02950.02	TREE PROTECTION SNOW FENCE	3,470	LF	4.00	\$ 13,880.00
	<b>02950.00</b>	<b>TREES &amp; GROUND COVER SMALL 0-10FT, MED 10-16, LARGE 16 TO 20, EXTRA LARGE 20 TO 60</b>				
		<b>RELOCATE TREES</b>				
		SMALL OAK UP TO 4 - 10 FT DIA CANOPY	32	EA	437.00	\$ 13,984.00
		SMALL SAPODILLA - 6 FT DIA CANOPY	1	EA	437.00	\$ 437.00
		MEDIUM SAPODILLA 12 FT DIA CANOPY	1	EA	477.00	\$ 477.00
		LARGE SAPODILLA 23 FT DIA CANOPY	1	EA	550.00	\$ 550.00
		MEDIUM SILVER BUTTONWOOD 12 FT DIA CANOPY	3	EA	477.00	\$ 1,431.00
		SMALL PIGEON PLUM 9 FT DIA CANOPY	1	EA	437.00	\$ 437.00
		MEDIUM PIGEON PLUM 14 FT DIA CANOPY	1	EA	477.00	\$ 477.00
		LARGE ROYAL PALM (17-23 INCH TRUNK ) 20- 26 FT DIA CANOPY	3	EA	550.00	\$ 1,650.00
		MEDIUM JAPANESE FERN 13 FT DIA CANOPY	3	EA	477.00	\$ 1,431.00
		MEDIUM PONGAM 14 FT DIA CANOPY	2	EA	477.00	\$ 954.00

SITE						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		EXTRA LARGE CLUSTER SEAGRAPE 50FT DIA CANOPY	1	EA	800.00	\$ 800.00
		EXTRA LARGE SEAGRAPE (18 INCH SPLIT TRUNK) 40FT DIA CANOPY	1	EA	800.00	\$ 800.00
		MOVING TREES ON SITE 60" BALLS	3	LOADS	2,070.00	\$ 6,210.00
	02950.00	<b>REMOVE</b>				
		EXTRA LARGE WOMANS TONGUE (8.7 FT SPLIT TRUNK ) 34FT DIA CANOPY	1	EA	1,200.00	\$ 1,200.00
		SMALL ALEXANDER PALM UP TO 4-10 FT DIA CANOPY	2	EA	230.00	\$ 460.00
		SMALL STRANGLER FIG 8-10 FT DIA CANOPY	5	EA	230.00	\$ 1,150.00
		MEDIUM STRANGLER FIG 12-16 FT DIA CANOPY	5	EA	230.00	\$ 1,150.00
		LARGE STRANGLER FIG 20 -24 FT DIA CANOPY	2	EA	230.00	\$ 460.00
		MEDIUM COCONUT PALM 10 FT DIA CANOPY	3	EA	230.00	\$ 690.00
		MEDIUM PONGAM 14-16 FT DIA CANOPY	1	EA	230.00	\$ 230.00
		MEDIUM SCREW PINE 16 FT DIA CANOPY	2	EA	230.00	\$ 460.00
		MEDIUM SABAL PALM 14 FT DIA CANOPY	1	EA	666.00	\$ 666.00
		LARGE SABAL PALM 18 FT DIA CANOPY	1	EA	666.00	\$ 666.00
		LARGE CHINABERRY (18" & 18" SPLIT TRUNK ) 21 FT DIA CANOPY	1	EA	646.00	\$ 646.00
		LARGE SCHEFFLERA (18" & 18" SPLIT TRUNK ) 27 FT DIA CANOPY	1	EA	496.00	\$ 496.00
		LARGE ARECA PALM (2" TO 4" TRUNK ) 16 FT DIA CANOPY	1	EA	230.00	\$ 230.00
		EXTRA LARGE ARECA PALM (2" TO 4" TRUNK ) 24 FT DIA CANOPY	1	EA	880.00	\$ 880.00
		EXTRA LARGE FICUS 42 FT DIA CANOPY	1	EA	880.00	\$ 880.00
		EXTRA LARGE RUBBER TREE (12" -28" TRUNK) 40 - 62 FT DIA CANOPY	3	EA	1,080.00	\$ 3,240.00
		MEDIUM SCHEFFLERA TREE 15 FT DIA CANOPY	1	EA	280.00	\$ 280.00
		EXTRA LARGE SCHEFFLERA CLUSTER 28 -32 FT DIA CANOPY	2	EA	1,080.00	\$ 2,160.00
		EXTRA LARGE SCHEFFLERA CLUSTER 42X25 FT DIA CANOPY	1	EA	1,200.00	\$ 1,200.00
		MACHINE LOAD 2 MILE HAUL TO DUMP	3	LOADS	2,070.00	\$ 6,210.00
	02950.00	<b>ELIMINATED (ASSUME RELOCATED )</b>				
		SMALL PALM 8"-11" TRUNK WITH 6 -7 FT DIA CANOPY	2	EA	400.00	\$ 800.00
	02950.00	<b>NEW TREES &amp; PALMS</b>				
		CABBAGE PALM	26	EA	220.00	\$ 5,720.00
		SABAL PALM 10 -12 FT	12	EA	260.00	\$ 3,120.00
		MAHOGANY	2	EA	186.00	\$ 372.00
		GREEN BUTTWOOD	21	EA	140.00	\$ 2,940.00
		HONG KONG ORCHID	3	EA	148.00	\$ 444.00
		ORANGE GEIGER	3	EA	170.00	\$ 510.00
		FRANGIPANI	3	EA	210.00	\$ 630.00
		WILD TAMARIND	3	EA	150.00	\$ 450.00
		SIMPSON'S STOPPER	3	EA	170.00	\$ 510.00
		TRUMPET TREE	3	EA	240.00	\$ 720.00
		PARADISE TREE	3	EA	140.00	\$ 420.00
	02950.00	<b>NEW SHRUBS</b>				
		RED TIP COCOPLUM	645	EA	7.00	\$ 4,515.00
		HORIZONTAL COCOPLUM	230	EA	7.00	\$ 1,610.00
		COONTIE	340	EA	9.00	\$ 3,060.00
		SEA GRAPE	95	EA	8.00	\$ 760.00
		DWARF VAR. SCHEFFLERA	195	EA	7.00	\$ 1,365.00
		BLUE BERRY FLAX LILY	65	EA	7.00	\$ 455.00
		FIREBUSH	90	EA	7.00	\$ 630.00
		MUHLE GRASS	60	EA	7.00	\$ 420.00
		BLUE PLUMBAGO	55	EA	7.00	\$ 385.00

SITE						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
	02950.00	<b>NEW GROUND COVER</b> EVERGREEN GIANT LIROPE	935	EA	10.00	\$ 9,350.00
	02950.00	<b>NEW GRASSES</b> MUSHLY GRASS	5,770	EA	3.20	\$ 18,464.00
		SAND CORDGRASS	5,585	EA	3.36	\$ 18,765.60
		SEASHORE DROPSEED	3,195	EA	1.60	\$ 5,112.00
		FAKAHATCHEE GRASS	570	EA	1.68	\$ 957.60
	02950.00	<b>NEW TOP SOIL AT TOT LOT &amp; SPLASH PAD AREAS</b> 70/30 SAND MIX TOP SOIL AT ALL SOD AREAS	10,500	SF	2.50	\$ 26,250.00
		50/50 TOP SOIL AT ALL PLANTING BEDS	4,200	SF	3.50	\$ 14,700.00
	02950.00	<b>SOD</b> FLORATAM ST AUGUSTINE SODDING AT TOT LOT & SPLASH PAD	10,500	SF	0.28	\$ 2,940.00
		PLATINUM SEASHORE PASPALUM SPRIGGING TO GREENS	43,067	SF	0.65	\$ 27,993.55
		SEA ISLE 1 SEASHORE PASPALUM SPRIGGING TO TREES	42,187	SF	0.65	\$ 27,421.55
		SEA ISLE 1 SEASHORE PASPALUM SODDING TO FAIRWAYS & SLOPE	201,501	SF	0.65	\$ 130,975.65
		ST AUGUSTINE PALMETTO SODDING TO PARKLAND	9,622	SF	0.28	\$ 2,894.16
	02950.00	<b>NEW AQUATICS</b> SOFT RUSH	890	EA	2.70	\$ 2,403.00
		SPIKERUSH	520	EA	1.50	\$ 780.00
	<b>220000</b>	<b>PLUMBING</b>				\$ 31,860.00
		<b>PLUMBING SITE</b>				
	221000	GENERAL CONDITIONS				\$ 4,860.00
	221116	<b>WATER</b>				
	SHT C300	2" CORP STOP	1	EA	264.00	\$ 264.00
		2" GV	1	EA	670.00	\$ 670.00
		2" DOM WATER SERVICE	82	LF	34.00	\$ 2,788.00
		2" G.I. DOM WATER SERVICE	36	LF	21.50	\$ 774.00
		2" BFP	1	EA	2,050.00	\$ 2,050.00
		2" 90	1	EA	116.00	\$ 116.00
	SHT C300	<b>SEWER</b>				
		4" C900	101	LF	31.00	\$ 3,131.00
		GRINDER PUMP STATION	1	EA	12,922.00	\$ 12,922.00
		4" CO	1	EA	113.00	\$ 113.00
		3" SS FM	17	LF	26.00	\$ 442.00
		CONNECT 3" PVC FM (3X3 TS + 3" GV)	1	EA	1,580.00	\$ 1,580.00
		1/2" (TO SHOWER)	100	LF	11.50	\$ 1,150.00
		RINSE SHOWER	1	ALW	1,000.00	\$ 1,000.00
	<b>260000</b>	<b>ELECTRICAL</b>				\$ 71,815.43
		<b>SITE ELECTRICAL</b>				
	260500	ELECTRICAL GENERAL ELECTRICAL GENERAL CONDITIONS				\$ 6,528.68
		TRANSFORMER PAD	2	EA	250.00	\$ 500.00
		PULL BOX	1	EA	945.00	\$ 945.00
		DIRECTIONAL BORE 2 FPL SUPPLIED (5") CONDUITS	1	LS	2,552.00	\$ 2,552.00

SITE						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
	260533	CONDUIT				
		3/4 TO POLE LITES	160	LF	8.20	\$ 1,312.00
		1-1/4 TO STARTER SHACK	270	LF	12.90	\$ 3,483.00
		1-1/2 TO F & A	100	LF	14.65	\$ 1,465.00
		3" EMPTY, FOR IRRIG PUMP	730	LF	37.00	\$ 27,010.00
		WIRE				
		#10	320	EA	0.69	\$ 220.80
		#4	540	EA	1.90	\$ 1,026.00
		#2	350	EA	2.67	\$ 934.50
		350 K	730	EA	11.50	\$ 8,395.00
	260526	GROUNDING				
		#10	160	EA	0.69	\$ 110.40
		#8 TO F & A	100	EA	0.93	\$ 93.00
		#4	270	EA	1.90	\$ 513.00
		#2	365	EA	2.67	\$ 974.55
		DP 400A, 277/480, 3P, 4W N3R	1	EA	3,725.00	\$ 3,725.00
		METER CAN	1	EA	2,200.00	\$ 2,200.00
		SUPPORT	1	EA	1,000.00	\$ 1,000.00
		DISCONNECT 400A	1	EA	3,800.00	\$ 3,800.00
		FIXTURES				
		POLE LITES	2	EA	2,513.75	\$ 5,027.50
	<b>32000</b>	<b>EXTERIOR IMPROVEMENTS</b>				<b>\$ 1,087,187.11</b>
	32100	PAVEMENT CURBING & SIDEWALK				
		10 FT WIDE CONCRETE WALKS	1,270	LF	50.00	\$ 63,500.00
		8 FT WIDE CONCRETE WALKS	175	LF	40.00	\$ 7,000.00
		5 FT WIDE CONCRETE WALKS	655	LF	26.50	\$ 17,357.50
		6 FT WIDE JOGGING TRAIL(ASPHALT PAVING - 1" TYPE S)	2,008	LF	4.80	\$ 9,638.40
		12" COMPACTED SUBBASE	29,423	SF	0.49	\$ 14,417.27
		6" LIMEROCK BASE	16,723	SF	1.03	\$ 17,224.69
		ASPHALT PAVING - 1.5" TYPE S	4,680	SF	0.85	\$ 3,978.00
		12" COMPACTED SUBBASE	4,680	SF	0.49	\$ 2,293.20
		8" LIMEROCK BASE	4,680	SF	1.03	\$ 4,820.40
		CUT AND PATCH ASPHALT AT NEW WATER LINE	510	SF	18.00	\$ 9,180.00
		TENNIS COURTS	28,793	SF	4.00	\$ 115,172.00
		12" COMPACTED SUBBASE	28,793	SF	0.49	\$ 14,108.57
		6" LIMEROCK BASE	28,793	SF	1.03	\$ 29,656.79
		CONCRETE SIDEWALK	4,655	SF	5.00	\$ 23,275.00
		12" COMPACTED SUBBASE	4,655	SF	0.49	\$ 2,280.95
		6" LIMEROCK BASE	4,655	SF	1.03	\$ 4,794.65
		TYPE D CURB	370	LF	15.00	\$ 5,550.00
		CAR STOPS	9	EA	65.00	\$ 585.00
		DETECTABLE WARNING	4	EA	25.00	\$ 100.00
		4"PT.PK'G STRIPE	168	LF	12.50	\$ 2,100.00
		HC/SIGN & LOGO	1	EA	175.00	\$ 175.00
		HC.STRIP SL. 4" BLUE 7x18	1	EA	225.00	\$ 225.00
		DETECTABLE WARNING	4	EA	25.00	\$ 100.00
		STOP SIGN	1	EA	750.00	\$ 750.00
		TURN SIGN	1	EA	250.00	\$ 250.00
	32790	RESILIENT SAFETY SURFACING				
		POURED 4" VITRITURF WEARING COURSE AT TOT LOT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	SF	0.00	\$

SITE						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	S/UNIT	AMOUNT
		POURED VITRITURF BASE MAT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	SF	0.00	\$ -
		ULTRA TUFF -100 F COATING, BLUE, GREEN, GRAY SPLASH PAD (SEE SPLASH PAD ESTIMATE)	0	SF	0.00	\$ -
	32825	<b>ALUMINIUM FENCE &amp; GATES</b>				
		DELGARD ALUM FENCE 54" HIGH 2 1/2"x1" PICKETS AT TOT LOT	308	LF	50.00	\$ 15,400.00
		DELGARD STYLE ALUM FENCE 54" HIGH 2 1/2"x1" PICKETS AT SPLASH PAD	220	LF	50.00	\$ 11,000.00
		DELGARD STYLE GATE 54" HIGH 2 1/2"x1" PICKETS AT SPLASH PAD	1	EA	700.00	\$ 700.00
		STRATFORD STYLE GATE 54" HIGH 2 1/2"x1" PICKETS AT SPLASH PAD	1	EA	700.00	\$ 700.00
		TENNIS COURT FENCE 9 FT HIGH WITH WIDE SCREEN	816	LF	40.00	\$ 32,640.00
		TENNIS COURT GATE 3' 3" X 7 FT HIGH	2	EA	510.00	\$ 1,020.00
	32870	<b>SITE FURNISHINGS</b>				
		BENCHES 3'6"x1'6" SHADE TYPE CURVED AT TOT LOT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	EA		\$ -
		BENCHES #011 8 FT X 3'4" WOOD RAILS STEEL WITH BACK AT TOT LOT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	EA		\$ -
		BENCHES 8FT X 3'4" AT SPLASH PAD	5	EA	850.00	\$ 4,250.00
		TRASH RECEPTACLES FIBREGLASS #041 AT TOT LOT 2'DIA X 2'6" HIGH (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	EA		\$ -
		TRASH RECEPTACLES FIBREGLASS #041 AT SPLASH PAD 2'DIA X 2'6" HIGH	1	EA	250.00	\$ 250.00
	32880	<b>TOT LOT PLAY EQUIPMENT &amp; STRUCTURES EQUIPMENT</b>				
		TOT LOT AREA ONLY INCLUDES ALL SPECIFIED PLAY EQUIPMENT BY LANDSCAPE STRUCTURES LANDSCAPE STRUCTURES PLAY EQUIPMENT, DUMOR SITE FURNISHINGS (INCLUDED IS ESTIMATE)	1	LS	250,000.00	\$ 250,000.00
		ANOVA(Formerly Landscape Brands) SITE FURNISHINGS (INCLUDED IS ESTIMATE)				\$ -
		VIRITURF SURFACING (INCLUDED IS ESTIMATE)				\$ -
		INSTALLATION OF EQUIPMENT, CURBING, PERMIT FEES (INCLUDED IS ESTIMATE)				\$ -
	32880	<b>RAINDROP SPLASH PAD INSTALLATION BID</b>	1	LS	356,980.00	\$ 356,980.00
		SPLASH PAD ( TOTAL AREA WATER 2000 SQ FT)				
		WHITE CONCRETE PERIMETER PAVEMENT				
		ULTRA TUFF				
		SHOWER TOWER 6' 10" HIGH WITH PVC PIPEING				
	32702	FRAME SUPPORTED SHADE CANOPIES	1	LS	65,714.69	\$ 65,714.69
	33000	<b>UTILITIES</b>				\$ 325,435.33
	33100	<b>DRAINAGE</b>				
		DEWATER ALLOWANCE	1	LS	2,376.19	\$ 2,376.19
	SHT C200	EXFILTRATION TRENCH, 18" HDPE, 4'X15'	40	LF	150.00	\$ 6,000.00
		CATCH BASIN	2	EA	2,625.00	\$ 5,250.00
		4" ADS HDPE	81	LF	7.98	\$ 646.38
		6" ADS HDPE	103	LF	9.40	\$ 968.20
		8" ADS HDPE	57	LF	11.80	\$ 672.60
		10" ADS HDPE	59	LF	13.85	\$ 817.15
		12" ADS HDPE	31	LF	14.80	\$ 458.80

SITE						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		15" ADS HDPE	47	LF	16.50	\$ 775.50
		18" ADS HDPE	173	LF	23.10	\$ 3,996.30
		12" ADS INLINE DRAIN	6	EA	249.00	\$ 1,494.00
		15" ADS INLINE DRAIN	1	EA	318.00	\$ 318.00
		18" ADS INLINE DRAIN	2	EA	331.00	\$ 662.00
		COREDRILL/CONNECT TO EXISTING	1	EA	1,703.00	\$ 1,703.00
	33100	<b>DRAINAGE</b>				
		DEWATER ALLOWANCE	1	LS	11,926.16	\$ 11,926.16
	SHT PD01- PD11	REMOVE 12" RCP	406	LF	6.50	\$ 2,639.00
		REMOVE EXISTING DRAIN PIPE	40	LF	6.50	\$ 260.00
		REMOVE EXIST INLET, CONSTRUCT NEW DITCH BOTTOM INLET, W/ EXIST FRAME AND GRATE	1	EA	1,200.50	\$ 1,200.50
		REMOVE EXIST STORM STRUCTURES	2	EA	325.00	\$ 650.00
		TIE IN 18" CHDPE	1	EA	1,703.00	\$ 1,703.00
		CHDPE 18"	485	LF	69.00	\$ 33,485.00
		CHDPE 36"	119	LF	93.50	\$ 11,126.50
		INSTALL BACKFLOW FLAP VALVE (ON 18" CHDPE) TEMP. PLUG (@ STORM INLET S-00)	2	EA	3,565.00	\$ 7,130.00
		CLEAN EXIST 12" RCP PIPE	135	LF	17.45	\$ 2,355.75
		CONTROL STRUCTURE CS-11 (11' DEEP)	1	EA	15,000.00	\$ 15,000.00
		<b>DRAINAGE (SHEETS DR-01 THRU DR-09)</b>				
		DRAINAGE INLET (12" YARD DRAIN) PERFORATED PIPE	23	EA	249.00	\$ 5,727.00
		4" NON PERFORATED PIPE	665	LF	7.98	\$ 5,306.70
		4"	915	LF	7.98	\$ 7,301.70
		6"	1,491	LF	9.40	\$ 14,015.40
		8"	485	LF	11.80	\$ 5,723.00
		12"	360	LF	14.80	\$ 5,328.00
		GREEN DRAINAGE	42,317	SF	3.50	\$ 148,109.50
	33200	<b>SITE WATER</b>				
		20'X6" TAP SLEEVE	1	EA	9,175.00	\$ 9,175.00
		6" GATE VALVE	1	EA	895.00	\$ 895.00
		4" WATER METER (IRRIGATION ONLY)	1	EA	2,675.00	\$ 2,675.00
		6" RPZ DOUBLE CHK VALVE ASSY	1	EA	2,150.00	\$ 2,150.00
		6" 90 DEG DIP	2	EA	520.00	\$ 1,040.00
		6" DIP WM	90	LF	36.50	\$ 3,285.00
		6" PLUG	1	EA	480.00	\$ 480.00
		2" BLOWOFF	1	EA	150.00	\$ 150.00
		SAMPLE POINT #1	1	EA	150.00	\$ 150.00

# **RESTROOM / PUMP ROOM**

**CMS-Construction Management Services, Inc.**  
**10 Fairway Drive, Suite 301**  
**Deerfield Beach, FL 33441**  
**954-481-1611**  
**CMS FILE # 2126**

**MIAMI BEACH**  
**CAPITAL IMPROVEMENTS**  
**CITY OF MIAMI BEACH**  
**PAR 3 GOLF COURSE**

**100% SUBMITTAL**  
**COST ESTIMATE**  
**October 1, 2013**  
**CMS FILE # 2126**

**RESTROOM / PUMP ROOM (27' X 28')**

<b>DIVISION</b>	<b>#</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>\$/UNIT</b>	<b>AMOUNT</b>
<b>01</b>	<b>01000</b>	<b>GENERAL CONDITIONS</b>				<b>\$ 34,715.01</b>
	01000	GENERAL CONDITIONS	1	LS	34,715.01	\$ 34,715.01
<b>03</b>	<b>03000</b>	<b>CONCRETE</b>				<b>\$ 56,648.95</b>
	03301	CAST IN PLACE CONCRETE				
	03302	CAST IN PLACE CONCRETE BATH & PUMP ROOM	756	SF	74.93	\$ 56,648.95
<b>04</b>	<b>04000</b>	<b>MASONRY</b>				<b>\$ 13,535.53</b>
	04301	MASONRY				
	04302	MASONRY BATH & PUMP ROOM TOTAL COST	756	SF	17.90	\$ 13,535.53
<b>05</b>	<b>05000</b>	<b>METALS</b>				<b>\$ 1,460.00</b>
	05000	ADA RAMP THRESHOLD	4	LF	0.00	\$ -
	05520.00310	VERTICAL PICKET CENTER RAIL	20	LF	52.00	\$ 1,040.00
	05520.12010	WALL HAND RAIL	10	LF	42.00	\$ 420.00
<b>06</b>	<b>06000</b>	<b>WOOD &amp; PLASTICS</b>				<b>\$ -</b>
		MILLWORK				
	06220.00100					
	06220.00105					
	06220.00106					
<b>07</b>	<b>07000</b>	<b>THERMAL &amp; MOISTURE PROTECTION</b>				<b>\$ 50,938.48</b>
	07100.111	WATERPROOFING				
		WATERPROOFING	691	SF	15.00	\$ 10,368.00
	07200.0000	INSULATION				
	07200.0000	RIGID R-10 INSULATION PERIMETER	1,782	SF	1.65	\$ 2,940.30
	07200.0001	BATT SOUND INSULATION CEILING	212	SF	1.10	\$ 233.68
	07200.0002	TAPERED INSULATION ROOF DECK	756	SF	1.00	\$ 756.00
	07500.20000	FIBERTITE KEE MEMBRANE ROOFING	756	SF	18.00	\$ 13,608.00
		FTR MEMBRANE FLASHING STRIP	440	SF	8.50	\$ 3,740.00
		OVERFLOW SCUPPERS	2	EA	95.00	\$ 190.00
		ROOF PENETRATIONS PLUMBING VENTS	2	EA	30.00	\$ 60.00
		FLASHING @ROOF CURBS	110	LF	10.00	\$ 1,100.00
		FTR PRE-MOLDED FLASHING STRIP	2	EA	75.00	\$ 150.00
		6"X6" FTR MEMBRANE WELDED 4 CORNERS	4	EA	250.00	\$ 1,000.00
		FTR # 101 SEALANT TOOLED	110	LF	15.00	\$ 1,650.00

RESTROOM / PUMP ROOM (27' X 28')						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		METAL COUNTER FLASHING	440	LF	15.00	\$ 6,600.00
		FTR #201 OR #190 ADHESIVE AT CURBS	440	LF	15.00	\$ 6,600.00
		FTR ALUMINIUM TERMINATION BAR	110	LF	15.00	\$ 1,650.00
	07900	SEALANTS				
		CAULKING AT EXTERIOR WALLS	234	LF	1.25	\$ 292.50
<b>08</b>	<b>08000</b>	<b>DOORS &amp; WINDOWS</b>				<b>\$ 11,202.00</b>
	08110.10000	STEEL /METAL DOOR FRAMES				
	08110.10001	6'-0" x 7'-0" STEEL FRAME WELDED (EXTERIOR)	1	EA	206.00	\$ 206.00
	08110.10002	3'-0" x 7'-0" STEEL FRAME WELDED (EXTERIOR)	1	EA	206.00	\$ 206.00
	08110.10003	3'-0" x 7'-0" STEEL FRAME WELDED (EXTERIOR)	2	EA	206.00	\$ 412.00
	08110.10004	ADD STEEL FRAME LABEL	5	EA	35.00	\$ 175.00
	08110.10005	2'-10" x 7'-0" STEEL /METAL DOOR (EXTERIOR)	2	EA	350.00	\$ 700.00
	08110.10006	3'-0" x 7'-0" STEEL /METAL DOOR (EXTERIOR)	1	EA	375.00	\$ 375.00
	08110.10007	3'-0" x 7'-0" STEEL /METAL DOOR WITH LOUVER	2	EA	425.00	\$ 850.00
	08523.10000	IMPACT RESISTANT ALUMINIUM WINDOWS	32	SF	65.00	\$ 2,080.00
	08500.10000	ALUMINIUM VENTS	8	SF	55.00	\$ 418.00
	08500.10000	ADD FOR IMPACT RESISTANT WINDOWS	16	EA	65.00	\$ 1,040.00
	08500.10000	ADD FOR IMPACT RESISTANT VENTS	4	EA	65.00	\$ 260.00
	08710.10001	DOOR -FALCON MA LOCKS WITH M OR Q KEY	4	EA	550.00	\$ 2,200.00
	08710.10002	DOOR HARDWARE (Exterior)	4	EA	550.00	\$ 2,200.00
	08710.10003	ALUMINIUM TRESHOLD & STOP STRIP	4	EA	20.00	\$ 80.00
<b>09</b>	<b>09000</b>	<b>FINISHES</b>				<b>\$ 25,881.11</b>
		<b>METAL FRAMING</b>				
	09200.20078	2" Z FURRING CHANNEL 16" O/C	960	SF	1.78	\$ 1,708.80
	09200.30013	20 GAUGE STUDS COLD FORM METAL FRAME	203	SF	1.85	\$ 376.29
	09200.30014	HEAVY GAUGE EXTERIOR FRAMED	156	SF	4.25	\$ 663.00
		<b>STUCCO</b>				
	09220.0000	INTERIOR CEILING	203	SF	1.78	\$ 362.05
	09220.0000	EXTERIOR GRADE GYPSUM DRYWALL	156	SF	2.25	\$ 351.00
		<b>GYPSUM BOARD -LEED -MOLD RESISTANT</b>				
	09250.0000	EXTERIOR GRADE GYPSUM DRYWALL	156	SF	2.25	\$ 351.00
	09250.00120	5/8" TYPE X GYPSUM WALL BOARD	960	SF	1.99	\$ 1,910.40
	09250.00121	5/8"TYPE X GYPSUM CEILING BOARD	203	SF	1.35	\$ 274.59
	09250.00122	DUROCK	840	SF	2.90	\$ 2,436.00
	09250.00122	WATERPROOFING WALLS & FLOOR MEMBRANE	676	SF	5.00	\$ 3,380.00
		MOBILE SCAFFOLD	2	DY	60.00	\$ 126.53
		<b>TILES</b>				
	09310.11240	CERAMIC WALL TILES	462	SF	6.50	\$ 3,003.00
	09310.11241	CERAMIC FLOOR TILES	212	SF	6.50	\$ 1,380.86
	09310.11242	CERAMIC COVE BASE	84	LF	6.50	\$ 546.00
	09310.11240	CERAMIC WALL TILES (EXTERIOR WALLS)	691	SF	8.50	\$ 5,875.20
	09220.00	STUCCO TO EXTERIOR CEILING	156	SF	2.40	\$ 374.40

**RESTROOM / PUMP ROOM (27' X 28')**

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
	009700.00	SPECIAL FLOORING				
	009700.00	EPOXY FLOOR SEALER	290	SF	1.50	\$ 435.21
	009900.00	INTERIOR PAINT (Leed Zero Voc)				
	009900.00	PAINT INTERIOR WALLS	960	SF	0.70	\$ 672.00
	009900.10000	EPOXY PAINT TO UPPER REST ROOM WALLS	231	SF	0.70	\$ 161.70
	009900.10100	EPOXY PAINT TO CEILING	203	SF	0.70	\$ 142.38
	009900.31002	PAINT EXPOSED STRUCTURE	283	SF	0.90	\$ 254.70
	009900.45000	PAINT DOORS/FRAMES EXTERIOR PAINT	4	EA	40.00	\$ 160.00
	009900.21000	PAINT EXTERIOR CEILING	156	SF	1.20	\$ 187.20
	009900.21000	PAINT EXTERIOR WALL	624	SF	1.20	\$ 748.80
<b>10</b>	<b>10000</b>	<b>SPECIALTIES &amp; SIGNAGE</b>				<b>\$ 7,203.00</b>
	10,000	SPECIALTIES				
	10400	IDENTIFYING DEVICES				
		MALE FEMALE ADA SIGNAGE ( Exterior)	4	EA	75.00	\$ 300.00
	10800	BATHROOM FIXTURES				
	10802	FLUSHOMETER OPTIMA OR OPTIMA PLUS BY SL	2	EA	360.00	\$ 720.00
	10804	SENCOR FAUCET OPTIMA OR OPTIMA PLUS BY S	2	EA	360.00	\$ 720.00
	10805	ADA KOHLER MORNINGSIDE K-12632-0 SINK WA	2	EA	360.00	\$ 720.00
	10808	ADA KOHLER KINGSTON K-4325-L-0 WALL MOUN	2	EA	360.00	\$ 720.00
	10815	KOHLER BARDON K-4915 TOUCHLESS URINAL W	1	EA	78.00	\$ 78.00
	10812	TOILET PAPER DISPENSER BOBRICK -B-4388	2	EA	360.00	\$ 720.00
	10813	PAPER TOWEL DISPENSER BOBRICK B-2620	2	EA	250.00	\$ 500.00
	10814	HAND SOAP DISPENSER BOBRICK B-155	2	EA	850.00	\$ 1,700.00
	10816	1.5 DIA x 42" SS HORIZONTAL GRAB BAR	2	EA	85.00	\$ 170.00
	10817	1.5 DIA x 36" SS HORIZONTAL GRAB BAR	2	EA	85.00	\$ 170.00
	10850.10010	18"x 36" POLISHED ALUM MIRRO BOBRICK B293	2	EA	250.00	\$ 500.00
	10850.10011	DIAPER CHANGING STATION BOBRICK B-2200	1	EA	185.00	\$ 185.00
<b>11</b>	<b>11000</b>	<b>EQUIPMENT</b>				<b>\$ -</b>
<b>12</b>	<b>12000</b>	<b>FURNISHINGS</b>				<b>\$ -</b>
<b>13</b>	<b>13000</b>	<b>SPECIAL CONSTRUCTION</b>				<b>\$ -</b>
<b>14</b>	<b>14000</b>	<b>CONVEYING SYSTEMS</b>				<b>\$ -</b>
	<b>220000</b>	<b>PLUMBING</b>				<b>\$ 28,582.40</b>
	221000	GENERAL CONDITIONS				\$ 2,598.40
	221316	SANITARY				
		3" SS	30	LF	27.50	\$ 825.00
		4" SS	10	LF	34.50	\$ 345.00
		2" DWV PVC	30	LF	3.10	\$ 93.00
		3" VTR	1	EA	150.00	\$ 150.00
		CLEANOUT	4	EA	130.00	\$ 520.00

RESTROOM / PUMP ROOM (27' X 28')						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
	221116	WATER				
		1-1/2" WATER SUPPLY	40	LF	22.00	\$ 880.00
		WATER HAMMER ARRESTER	5	EA	102.00	\$ 510.00
		WATER VALVES TO 1"	7	EA	37.00	\$ 259.00
		1-1/2 WATER VALVE IN CONC BOX	3	EA	250.00	\$ 750.00
		PLUMBING FIXTURES WITH CONNECTIONS AND ACCESS				
		WATER CLOSET, FL MNTD, ADA	2	EA	2,700.00	\$ 5,400.00
		LAVATORY, ADA	2	EA	3,000.00	\$ 6,000.00
		URINAL, WALL HUNG, ADA	1	EA	2,500.00	\$ 2,500.00
		FLOOR DRAIN	3	EA	392.00	\$ 1,176.00
		HI-LOW EWC	1	EA	2,575.00	\$ 2,575.00
		HOSE BIBB	1	EA	250.00	\$ 250.00
		RAINWATER COLLECTION SYSTEM				
		ROOF DRAIN 4"	1	EA	495.00	\$ 495.00
		4" RW COLLECTION PIPE	30	LF	7.00	\$ 210.00
		4" CO	1	EA	116.00	\$ 116.00
		OVERFLOW FLOOR DRAIN	1	EA	430.00	\$ 430.00
		RESEVOIR TANK	1	ALW	2,500.00	\$ 2,500.00
	<b>23000</b>	<b>HVAC</b>				<b>\$ 2,286.90</b>
	230000	GENERAL CONDITIONS				\$ 207.90
	230300	EXHAUST FANS				
		EF-1	2	EA	325.00	\$ 650.00
		EF-2	1	ALW	1,075.00	\$ 1,075.00
		MOTORIZED DAMPER	1	EA	251.00	\$ 251.00
		THERMOSTAT	1	EA	103.00	\$ 103.00
	<b>260000</b>	<b>ELECTRICAL</b>				<b>\$ 24,095.12</b>
	260500	ELECTRICAL GENERAL				
		ELECTRICAL GENERAL CONDITIONS				\$ 2,190.47
	260533	CONDUIT				
		1/2"	210	LF	7.50	\$ 1,575.00
		3/4"	90	LF	8.20	\$ 738.00
		1"	30	LF	10.85	\$ 325.50
		WIRE/CABLE				
		#12	420	LF	0.56	\$ 235.20
		#10	180	LF	0.69	\$ 124.20
		#6	60	LF	1.35	\$ 81.00
	262726	WIRING DEVICES				
		SWITCH, OS	3	EA	182.00	\$ 546.00
		DUPLEX GFI	3	EA	188.00	\$ 564.00
		DUPLEX GFI, WP	3	EA	211.00	\$ 633.00
		J BOX	6	EA	88.00	\$ 528.00
		TIME CLOCK	2	EA	188.00	\$ 376.00
	262816	DISCONNECT SAFETY SWITCH				
		DISCONNECT SWITCH	1	EA	510.00	\$ 510.00
		MOTOR CONNECTIONS				
		MOTOR OUTLET (CONNECTION) 1/8	2	EA	62.00	\$ 124.00
		MOTOR OUTLET (CONNECTION) 3	1	EA	92.00	\$ 92.00
		MOTOR OUTLET (CONNECTION) 15	1	EA	158.00	\$ 158.00

RESTROOM / PUMP ROOM (27' X 28')						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
	260526	GROUNDING				
		#12	210	LF	0.56	\$ 117.60
		#10	90	LF	0.69	\$ 62.10
		#6	30	LF	1.35	\$ 40.50
		#2	25	LF	2.67	\$ 66.75
		3/0	10	LF	2.83	\$ 28.30
		GROUND ROD	2	EA	98.00	\$ 196.00
		75 KVA TRANSFORMER 480-120/208	1	EA	5,437.50	\$ 5,437.50
		TVSS	1	EA	675.00	\$ 675.00
	262416	PANELS				
		A 120/208, 100A, 3P, 4W, MCB,N3	1	EA	1,320.00	\$ 1,320.00
		F 120/208, 100A, 3P, 4W, MLO,N4	1	EA	1,775.00	\$ 1,775.00
		H 277/480, 400A, 3P, 4W, MCB,N3R	1	EA	3,725.00	\$ 3,725.00
		LITE FIXTURES				
	AE	1X4 EMER	2	EA	226.00	\$ 452.00
	B	1X4	1	EA	197.00	\$ 197.00
	BE	1X4 EMER	2	EA	226.00	\$ 452.00
		EXTER LITES (NOT LISTED)	3	EA	250.00	\$ 750.00

# **STARTER SHACK**

**CMS-Construction Management Services, Inc.**  
**10 Fairway Drive, Suite 301**  
**Deerfield Beach, Fl 33441**  
**954-481-1611**  
**CMS FILE # 2126**

**MIAMI BEACH**  
**CAPITAL IMPROVEMENTS**  
**CITY OF MIAMI BEACH**  
**PAR 3 GOLF COURSE**

**100% SUBMITTAL**  
**COST ESTIMATE**  
**October 1, 2013**

**STARTER SHACK (8' X 8')**

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	S/UNIT	AMOUNT
<b>01</b>	<b>01000</b>	<b>GENERAL CONDITIONS</b>				<b>\$ 6,511.33</b>
	01000	GENERAL CONDITIONS	1	LS	6,511.33	\$ 6,511.33
<b>03</b>	<b>03000</b>	<b>CONCRETE</b>				<b>\$ 8,823.04</b>
	03301	CAST IN PLACE CONCRETE				
	03302	CAST IN PLACE CONCRETE STARTER SHAC	64	SF	137.86	\$ 8,823.04
<b>04</b>	<b>04000</b>	<b>MASONRY</b>				<b>\$ 2,368.00</b>
	04301	MASONRY				
	04302	MASONRY BATH & PUMP ROOM TOTAL COS	64	SF	37.00	\$ 2,368.00
<b>05</b>	<b>05000</b>	<b>METALS</b>				<b>\$ 1,460.00</b>
	05000	ADA RAMP THRESHOLD	4	LF	0.00	\$ -
	05520.00310	VERTICAL PICKET CENTER RAIL	20	LF	52.00	\$ 1,040.00
	05520.12010	WALL HAND RAIL	10	LF	42.00	\$ 420.00
<b>06</b>	<b>06000</b>	<b>WOOD &amp; PLASTICS</b>				<b>\$ 360.00</b>
		MILLWORK				
	06220.00100	5' X 2' 3" COUNTER TOP BRACKETS	12	SF	30.00	\$ 360.00
<b>07</b>	<b>07000</b>	<b>THERMAL &amp; MOISTURE PROTECTION</b>				<b>\$ 8,541.66</b>
	07100.111	WATERPROOFING				
		WATERPROOFING	41	SF	15.00	\$ 607.50
	07200.0000	INSULATION				
	07200.0000	RIGID R-10 INSULATION PERIMETER	236	SF	1.65	\$ 389.14
	07200.0002	TAPERED INSULATION ROOF DECK	81	SF	1.00	\$ 81.00
	07500.20000	FIBERTITE KEE MEMBRANE ROOFING	81	SF	18.00	\$ 1,458.00
		FTR MEMBRANE FLASHING STRIP	144	SF	8.50	\$ 1,224.00
		OVERFLOW SCUPPERS	2	EA	95.00	\$ 190.00
		FLASHING @ROOF CURBS	36	LF	10.00	\$ 360.00
		FTR PRE-MOLDED FLASHING STRIP	1	EA	75.00	\$ 75.00
		6"X6" FTR MEMBRANE WELDED 4 CORNERS	4	EA	250.00	\$ 1,000.00
		FTR # 101 SEALANT TOOLED	36	LF	15.00	\$ 540.00
		METAL COUNTER FLASHING	26	LF	15.00	\$ 390.00
		FTR #201 OR #190 ADHESIVE AT CURBS	144	SF	15.00	\$ 2,160.00
		FTR ALUMINIUM TERMINATION BAR	0	LF	15.00	\$ -

STARTER SHACK (8' X 8')						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
	07900	SEALANTS CAULKING AT EXTERIOR WALLS	54	LF	1.25 \$	67.03
<b>08</b>	<b>08000</b>	<b>DOORS &amp; WINDOWS</b>				<b>\$ 9,655.00</b>
	08110.10000	STEEL /METAL DOOR FRAMES				
	08110.10001	3'-0" x 7'-0" STEEL FRAME WELDED (EXTER)	1	EA	206.00 \$	206.00
	08110.10006	3'-0" x 7'-0" STEEL /METAL DOOR (EXTERIO	1	EA	375.00 \$	375.00
	08523.10000	GLASS IMPACT RESISTANT WINDOWS	53	SF	65.00 \$	3,432.00
	08500.10000	ADD FOR IMPACT RESISTANT WINDOWS	4	EA	65.00 \$	3,432.00
	08500.10000	ALUMINIUM FENCE & GATES				
	08500.10000	ALUM FENCE 60" HIGH 2 1/2"x1" PICKETS A	7	LF	275.00 \$	1,925.00
	08500.10000	ALUM FENCE GATE 4 WIDE X 5FT HIGH	1	EA	285.00 \$	285.00
<b>09</b>		<b>FINISHES</b>				<b>\$ 2,619.55</b>
		<b>METAL FRAMING</b>				
	09200.20078	2" Z FURRING CHANNEL 16" O/C	236	SF	1.78 \$	419.80
	09200.30013	20 GAUGE STUDS COLD FORM METAL FRA	0	SF	1.85 \$	-
	09200.30014	HEAVY GAUGE EXTERIOR FRAMED	0	SF	2.25 \$	-
		<b>GYPSUM BOARD -LEED -MOLD RESISTANT</b>				
	09250.0000	EXTERIOR GRADE GYPSUM DRYWALL	17	SF	2.25 \$	37.13
	09250.00120	5/8" TYPE X GYPSUM BOARD	236	SF	1.99 \$	469.32
	09250.00121	5/8"TYPE X GYPSUM CEILING BOARD	49	SF	1.35 \$	66.15
		MOBILE SCAFFOLD	0	DY	60.00 \$	24.57
		<b>TILES</b>				
	09310.11240	CERAMIC WALL TILES	51	SF	6.50 \$	334.10
	09310.11242	CERAMIC COVE BASE	31	LF	6.50 \$	200.20
	09310.11240	CERAMIC WALL TILES (EXTERIOR WALLS)	41	SF	8.50 \$	344.25
	09220.00	STUCCO TO EXTERIOR CEILING/CANOPY/E	17	SF	2.40 \$	39.60
	009900.00	<b>INTERIOR PAINT (Leed Zero Voc)</b>				
	009900.00	PAINT INTERIOR WALLS	236	SF	0.70 \$	165.09
	009900.10100	EPOXY PAINT TO CEILING	49	SF	0.70 \$	34.30
	009900.45000	PAINT DOORS/FRAMES	1	EA	40.00 \$	40.00
		<b>EXTERIOR PAINT</b>				
	009900.21000	PAINT EXTERIOR CEILING	49	SF	1.20 \$	58.80
	009900.21000	PAINT EXTERIOR WALL	322	SF	1.20 \$	386.26
<b>10</b>	<b>10000</b>	<b>SPECIALTIES &amp; SIGNAGE</b>				<b>\$ 150.00</b>
	10,000	SPECIALTIES				
	10400	IDENTIFYING DEVICES				
		MALE FEMALE ADA SIGNAGE ( Exterior)	2	EA	75.00 \$	150.00
<b>11</b>	<b>11000</b>	<b>EQUIPMENT</b>				<b>\$ -</b>
<b>12</b>	<b>12000</b>	<b>FURNISHINGS</b>				<b>\$ -</b>

STARTER SHACK (8' X 8')						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
13	13000	SPECIAL CONSTRUCTION				\$ 200.00
	13742	TELEPHONE AND DATA RACEWAY SYSTEM TELEPHONE OUTLET	2	EA	100.00	\$ 200.00
14	14000	CONVEYING SYSTEMS				\$ -
	220000	PLUMBING				\$ 230.00
		CONDENSATE (FOR MINISPLIT)	1	LS	230.00	\$ 230.00
	23000	HVAC				\$ 2,541.00
	230000	GENERAL CONDITIONS				\$ 231.00
	230300	MINI SPLIT-1	1	EA	1,500.00	\$ 1,500.00
		REFRIGERANT LINES	1	LS	160.00	\$ 160.00
		6" CONC PAD	6	SF	25.00	\$ 150.00
		ALUM STAND	1	EA	500.00	\$ 500.00
	260000	ELECTRICAL				\$ 4,659.99
	260500	ELECTRICAL GENERAL ELECTRICAL GENERAL CONDITIONS				\$ 423.64
	260533	CONDUIT				
		1/2"	35	LF	7.50	\$ 262.50
		3/4"	15	LF	8.20	\$ 123.00
		WIRE/CABLE				
		#12	70	LF	0.56	\$ 39.20
		#10	30	LF	0.69	\$ 20.70
	262726	WIRING DEVICES				
		DUPLEX GFI, WP	1	EA	211.00	\$ 211.00
		DBL DUPLEX	1	EA	201.00	\$ 201.00
		TIME CLOCK	1	EA	188.00	\$ 188.00
	262816	DISCONNECT SAFETY SWITCH DISCONNECT SWITCH DISCONNECT SWITCH	1 1 1	EA EA EA	510.00 1,075.00	\$ 510.00 \$ 1,075.00
	260526	GROUNDING				
		#12	35	LF	0.56	\$ 19.60
		#10	15	LF	0.69	\$ 10.35
	262416	PANELS				
		B 120/208, 60A, 3P, 4W, MCB	1	EA	1,100.00	\$ 1,100.00
	AE	LITE FIXTURES				
		1X4 EMER	1	EA	226.00	\$ 226.00
		EXTER LITES (NOT LISTED)	1	EA	250.00	\$ 250.00

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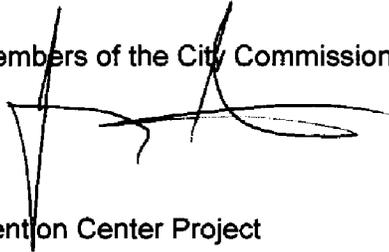


# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera-Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: October 16, 2013

SUBJECT: Update on the Miami Beach Convention Center Project

In response to the Memorandum from Mayor Bower, dated September 25, 2013, regarding the status of the Convention Center project and pursuant to the discussion of The Committee of the Whole on September 30, 2013, the Administration sets forth the status of the Convention Center project and the following steps.

Since the decision rendered by the Third District Court of Appeals in the case of Let Miami Beach Decide, a Florida Political Committee, vs. City of Miami Beach, et al., the Administration's position has been that the only impact of the Court's decision is to change the date of the referendum. Instead of having it on November 5, now the City will have that referendum once the lease is finalized. As such, the Administration's intention was to reach out to the SBACE team to commence negotiating the lease for the hotel, the retail north of 17<sup>th</sup> street and the ground floor space of the new 17<sup>th</sup> Street garage.

Staff has since met with the SBACE team on several occasions, both in person and by conference call, to discuss the next steps. Obviously, the parties collectively discussed the impact of the judicial decisions and the extent, if any, of the impact of those decisions on the proposed transactions in the LOI. The result of those discussions is that both sides have agreed to move forward to negotiate the lease in anticipation of the referendum vote in 2014. The SBACE team has expressed its continuing commitment to the project in a letter to the Mayor dated October 4, 2013, a copy of which has been circulated to the Commission. As such, the City has directed our attorneys to prepare a first draft of the lease incorporating all the terms of the LOI as approved by the Commission in July (including the sixteen business points that were reflected in Manager's memorandum of July 12, 2013).

During this same time frame, the Administration has continued its outreach to the County with respect to its support. The Mayor and the City Manager have met with the County Mayor, the County Commission Chairwoman and various County Commissioners, and our city finance staff has separately met with County finance staff to discuss the logistics surrounding the extension of the RDA. Staff had also been working on preparing the voter education guide for the November 5<sup>th</sup> referendum on the project, but that has been put on hold after the court's decision, and will be addressed at a later time closer to the re-scheduled referendum.

With respect to the Mayor's question as to whether there is a need to re-examine the timing and phasing of the project in light of the court's decision, it is the City Manager's recommendation that

the City continue to move forward with the combined Convention Center and Hotel project. In issuing the original RFQ, the Commission was correct in its conclusion that the critical additional elements needed for a world class convention center include not only a ballroom and additional meetings rooms, but also an on-site convention center hotel with at least 800 rooms. The need for an on-site convention hotel was identified in the CSL (Convention Sports & Leisure) study. And this view is shared by the Greater Miami Convention & Visitors Bureau (GMCVB), the Convention Center Advisory Board and the Greater Miami and the Beaches Hotel Association (GMBHA). The Administration would not recommend spending hundreds of millions of dollars on renovating the convention center without a hotel. As such, the City Manager's recommendation is to continue on the path that the Commission first envisioned. Once the lease is final, the City can present it to the voters for their approval.

The Administration looks forward to discussing this matter further at the Commission meeting.

Cc: City Attorney  
City Clerk  
Management Team

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