

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE A FUNDING AGREEMENT BETWEEN THE GRAHAM COMPANIES, INC. AND THE TOWN OF MIAMI LAKES FOR THE NW 67TH AVENUE WIDENING PROJECT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 33E.14 of the Miami-Dade County Code and Section IX of the Miami Dade County Road Impact Fee Manual, The Graham Companies, Inc. (“Graham Companies”) submitted an Off-Site Contribution-in-lieu-of-fee Approval application (“CIL Application”) to Miami-Dade County (the “County”) dated May 26, 2017, and approved by the County on July 26, 2017, seeking to receive a contribution-in-lieu-of-fee credit (“CIL Credit”) in the amount of \$489,933.90; and

WHEREAS, the CIL Application identifies a roadway improvement project within the Town of Miami Lakes (the “Town”), the NW 67th Avenue Widening Project (“Project), as the improvement for which CIL Credit is being claimed; and

WHEREAS, the Town has designed and engineered the Project and plans to construct the Project as part of its Strategic Plan; and

WHEREAS, the Town has agreed to design and construct the Project, provided the Graham Companies fund the Project up to the CIL Credit amount; and

WHEREAS, the Town Manager recommends the approval of a funding agreement with the Graham Companies for funding of the NW 67th Avenue Widening Project in the amount of \$489,933.90, the approved CIL Credit.; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a funding agreement with the Graham Companies for funding of the NW 67th Avenue Widening Project in the amount of \$489,933.90.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contract.** The Town Council hereby approves the Funding Agreement with the Graham Companies in substantially the form attached hereto as Exhibit “A” for funding of the NW 67th Avenue Widening Project in the amount of \$489,933.90 (hereinafter referred to as “Funding Agreement”).

Section 3. **Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Funding Agreement.

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Funding Agreement.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Funding Agreement with the Graham Companies and to execute any extension and/or

amendments to the Funding Agreement, subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved
its adoption. The motion was seconded by _____ and upon
being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Funding Agreement
between the
Town of Miami Lakes
and

The Graham Companies, Inc.

for

Funding Agreement for NW 67th Avenue Widening Project

FUNDING AGREEMENT FOR NW 67TH AVENUE WIDENING PROJECT

This Funding Agreement ("**Agreement**") is entered into and made effective this _____ day of _____, 2018, between the Town of Miami Lakes, Florida, a Florida municipal corporation (the "**Town**"), and The Graham Companies ("**Graham**"), whose principal place of business is located at 6843 Main Street, Miami Lakes, Florida 33014 (collectively referred to as the "**Parties**").

WHEREAS, pursuant to Section 33E.14 of the Miami-Dade County Code and Section IX of the Miami Dade County Road Impact Fee Manual, Graham submitted an Off-Site Contribution in-lieu-of Fee Approval application" ("**CIL Application**") to Miami- Dade County (the "**County**") dated May 26, 2017, and approved by the County on July 26, 2017, in the form attached hereto as Exhibit A, seeking to receive a contribution in-lieu-of impact fee approval from the County for a credit in the amount of \$489,933.90; and

WHEREAS, Graham has delivered to the County a letter of credit in the amount of \$1,135,972.16 ("**Impact Fee Letter of Credit**") representing the Road Impact Fees ("**Required Impact Fees**") due for the project ("**TGC Main Street East Project**") described in the CIL Application; and

WHEREAS, the CIL Application identifies the Town's NW 67th Avenue Widening Project ("**Project**") as a roadway construction improvement for which contributions are being claimed by Graham; and

WHEREAS, pursuant to the CIL Application, the County has approved a contribution in- lieu- of impact fee credit to Graham in the amount of \$489,933.90 as more particularly set forth in the CIL Application ("**Approved Contribution Credit**"); and

WHEREAS, the Town has designed and engineered the Project and the Project will be constructed by the Town; and

WHEREAS, The Town has agreed to design and construct the Project, provided Graham funds the Project up to the Approved Contribution Credit as specified in the CIL Application (or up to the Amended Approved Contribution Credit as defined in this Agreement); and

WHEREAS, to receive the contribution-in-lieu-of fee credit from the County, either: (i) Graham must post a bond or letter of credit in the amount of 110% of the Project cost until the Project is constructed, conveyed and accepted by the County ("**County Bond**"), or (ii) the Project must have been constructed, conveyed and accepted by the County; and

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

1. Scope of Work and Location of the Project

The widening of 67th Avenue, from NW 167th Street to South of Windmill Gage Road. The work shall include, but not be limited to, asphalt milling and resurfacing, curb and gutter, signage and pavement markings, signalization, and other roadway improvement as shown on the plans. The Work to be performed will be consistent with Miami Dade County's approved permit requirements (Permit No. XX).

2. Procurement of Contractor

The Town shall solicit and award a contract consistent with its Procurement Code and the Statutes of the State of Florida.

3. Award Price

Should the lowest responsive and responsible bidder's price be in excess of the value of the Approved Contribution Credit ("**Cost Excess**"), Graham and the Town can request that the County approve an additional road contribution in-lieu-of impact fee credit for the TGC Main Street East Project in the amount of such Cost Excess, up to the "Surplus" amount, if any, still available under the calculations shown in the CIL Application. If approved by the County, the Approved Contribution Credit shall be increased by the approved additional credit for the Cost Excess and the increased Approved Contribution Credit shall hereinafter be referred to as the "**Amended Approved Contribution Credit**". Should the County refuse or otherwise not permit an increase to the road contribution in-lieu-of impact fee credit for the TGC Main Street East Project to cover the Cost Excess, the Town will assess whether it will pay the remaining difference in price. Should the Town elect to cover the Cost Excess, Graham will have no responsibility or liability to pay any portion of the Cost Excess. Should the Town elect not to proceed with the Project, or ninety (90) days have elapsed since a final rejection for amendment from the County and the Town has taken no action, due to the bid amounts exceeding the Approved Contribution Credit or otherwise, then Graham shall have no responsibility or liability to the Town from the Town's decision not to proceed with the Project, including any obligation to make the payments set forth herein, and Graham shall have the right to pay the remainder of the Required Impact Fees directly to the County and to receive a return of any letters of credit posted with the County for the Required Impact Fees, including the Impact Fee Letter of Credit and the County Bond. If the Town elects not to proceed with the Project, then this Agreement shall terminate and the Parties shall have no further obligations, except for obligations that expressly survive the termination of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

4. Performance of the Work and supervision of the Project

The Town is responsible for all aspects of the Project, including any and all contractors necessary to ensure that the Work is performed in accordance with the construction contract and the County Permit No. **XX**. Project Management includes but is not limited to: obtaining bids from construction contractors; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that contractors comply with the requirements of the construction contract; paying all contractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable. The sole obligation of Graham hereunder with respect to the Project is to make the payments set forth in this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

5. Payments by Graham/Town Reimbursements

The Graham Companies will make payments as follows:

- a. 50% upon execution of the contract for the roadway construction
- b. 25% upon the Town determining that 50% of the project has been completed.

- c. 25% upon the County signing off that the Project work has been successfully completed and accepted.

Notwithstanding anything to the contrary, nothing contained herein shall increase the obligation of Graham for Road Impact Fees for the TGC Main Street East Project in excess of the Required Impact Fees and Graham shall not be required to expend any amount in excess of \$1,135,972.16 for the Required Impact Fees (including any amount paid by Graham to the Town under this Agreement). Should the Project be completed and the County fail to accept the Project, and the Town is unsuccessful in appealing the County's rejection, or should the Town not complete the Project so that Graham cannot receive a return of the County Bond or the County Bond is drawn on by the County, the Town shall reimburse Graham for any payments Graham made to the Town for the Project. The Town shall reimburse Graham within the earlier of 45 days of the date of a final rejection from the County or the date that funds are drawn under the County Bond.

Because Graham has provided the Impact Fee Letter of Credit for the Required Impact Fees, the arrangements and agreements contained in this Agreement shall not delay issuance of certificates of occupancy or certificates of completion for the TGC Main Street East Project resulting from the Required Impact Fees.

The Town shall have the responsibility for any cost overruns in connection with the Project that are in excess of the Approved Contribution Credit or, if applicable, the Amended Approved Contribution Credit.

The provisions of this paragraph 5 shall survive termination of this Agreement.

6. Invoicing

The Town will invoice the Graham Companies for payment upon the milestones indicated above in Section 5. Payment is to be made against valid invoices within 45 days of receipt.

7. Cooperation in release of Letters of Credit.

The Town shall cooperate with Graham in connection with the release of the Impact Fee Letter of Credit and any County Bond.

8. Indemnification

Subject to applicable law, the Town will indemnify, defend and hold Graham, its assignees, agents, officers and employees harmless from and against any claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable attorney's fees), or damages arising from or related to the Project, including any obligations to the County arising from, growing out of, or in connection with, the Project. This paragraph shall survive termination of this Agreement.

9. Severability

In the event any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Agreement, and the remainder of the Agreement will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and

adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

10. Entire Agreement/Miscellaneous

The Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Parties and supersede all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Agreement will not be deemed to be a waiver of any other breach of any provision of the Agreement. The recitals to this agreement are incorporated herein by reference as if set forth at length.

11. Applicable Law & Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees.

12. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by hand delivery or registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

Alex Rey
Town Manager
6601 Main Street
Miami Lakes, FL 33014
reya@miamilakes-fl.gov

For The Graham Companies:

(Contact Person)
(Vendor Name)
(Address 1)
(Address 2)
(Email)

With a copy to:

Thomas Fossler
Procurement Manager
At the same address as above
fossler@miamilakes-fl.gov

13. Interpretation

The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires.

14. Joint Preparation

Preparation of this Agreement has been a joint effort of the Parties and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

15. No Partnership

Graham is an independent private entity. This Agreement does not create a joint venture, partnership, or other business enterprise between the Parties. Neither Party has the authority to bind the other to any promise, debt, default, or undertaking of the Parties.

SIGNATURE PAGE FOLLOWS

This Agreement (2018-~~XX~~) made this ____ day of _____ in the year by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and The Graham Companies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Graham:

The Graham Companies

By: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

**OFF-SITE CONTRIBUTION IN-LIEU-OF FEE APPROVAL FORM
("CIL FORM")**

MIAMI-DADE COUNTY

OFF-SITE CONTRIBUTION IN-LIEU-OF FEE APPROVAL FORM

Miami Dade County Code Chapter 33E

The Graham Companies

6843 Main Street	Miami Lakes	FL	33014
Applicant Address	City	State	Zip

Pursuant to Section 33E.14 of the Miami Dade County and Section IX of the Miami Dade County Road Impact Fee Manual, the undersigned (hereinafter referred to as applicant) does hereby submit an application for contribution in-lieu-of fee (hereinafter referred to as contributions) for off-site roadway improvements to offset required road impact fees.

1. Legal description and area of parent tract for which contributions are claimed.

See Attached Exhibit A

Area	129,515	=	2.973
	sq. ft.		acres

2. Legal description, area and deed recording information of right-of-way dedication for which contributions are being claimed (if applicable).

Area		=	
	sq. ft.		acres

3. Description and locations of roadway construction improvements for which contributions are being claimed. NW 67th Ave Widening Project From NW 167th St to South of Windmill Gate Rd

- | | |
|--|-----------------|
| 4. Estimated cost of construction improvements (Exhibit "C") | \$ 489,933.90 |
| 5. Estimated cost of Right-of-Way acquisition | \$ 0.00 |
| 6. Total estimated expense incurred by applicant (Item 4 plus Item 5) | \$ 489,933.90 |
| 7. Amount of road impact fee available from all development activity on the parent tract (as described in item 1 above) | \$ 1,135,972.16 |
| 8. Surplus* <deficiency**> resulting from the total estimated expenses minus the amount of road impact fee available (Item 6 minus Item 7) | \$ 646,038.26 |
| 9. Amount of contribution in-lieu-of impact fee approved by the Public Works Director. | \$ 489,933.90 |

This request for contributions shall be accompanied by all documentation required by the County Public Works Director and as defined in Section IX of the Road Impact Fee Manual.

* Estimated development contribution beyond RIF and on-site improvements.

** Estimated amount of RIF still owed by developer.

The applicant, as owner of the above described parent tract, hereby certifies that all information shown on this form and the attachments are true and correct to the best of his knowledge and belief.

IN WITNESS WHEREOF, the applicant has excepted these presents this 26th day of May, 20 17.

Signed, Sealed, Attested and
Delivered in our presence.

Michael Martinez
Witness

Michael Martinez
Witness Printed Name

WILLIAM J. MARTINEZ
Witness

WILLIAM J. MARTINEZ
Witness Printed Name

The Graham Companies
Applicant (Individual or Partnership)

[Signature] (Seal)
By: _____, President (Corporation)

STU WYLLIE
Printed Name

6843 MAIN STREET, MIAMI LAKES, FL 33014
Address

[Signature] (Seal)
Attest _____ Secretary (Corporation)

Russell Thomas
Printed Name

6843 Main Street, Miami Lakes, FL 33014
Address
CORP SEAL

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY that on this 26th day of May, 20 17, before me personally appeared STU WYLLIE and RUSSELL THOMAS, both being to me well known, or to me proven, by producing the following identification; _____ to be the _____ President and _____ to be the _____ Secretary, respectively, of _____, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affirmed thereto the official seal of said Corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at _____, in the County and State aforesaid, the day and year last aforesaid.



NANCY E. ROARK
MY COMMISSION # FF 229649
EXPIRES: September 11, 2019
Bonded Thru Budget Notary Services

NOTARY SEAL/STAMP

Nancy E. Roark (Seal)

Notary Public
NANCY E. ROARK

Printed Name
Notary Public, State of Florida
My commission expires: _____
Commission/Serial No. _____

FOR

OFFICIAL USE ONLY

Approved by: Alice N. Bravo, P.E. Title Director

7-26-17
Date

Exhibit A

Parent Tract Description & Survey

Exhibit A

LEGAL DESCRIPTION OF PROPOSED TRACT "D" TGC MAIN STREET EAST

A portion of Tracts 14 and 15 of the Northwest 1/4 of Section 24, Township 52 South, Range 40 East; together with: that portion of the unnamed 10 foot wide Right-of-Way lying within the limits of the herein described parcel, according to the plat of "CHAMBERS LAND COMPANY SUBDIVISION", as recorded in Plat Book 2 at Page 68; also together with: a portion of Tract "B", according to the plat of "MIAMI LAKES TOWN CENTER ONE-EAST", as recorded in Plat Book 153 at Page 50; also together with: a portion of Tract "C", according to the plat of "MIAMI LAKES TOWN CENTER TWO-EAST", as recorded in Plat Book 159 at Page 67; all of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Tract "A", according to the plat of "MIAMI LAKES TOWN CENTER SECTION THIRTEEN", as recorded in Plat Book 132 at Page 11, of the Public Records of Miami-Dade County, Florida; thence North 70 degrees 20 minutes 15 seconds East, along the Northwest Line of said Tract "A" of the said plat of "MIAMI LAKES TOWN CENTER SECTION THIRTEEN" and its Northeasterly extension, for 444.34 feet; thence North 29 degrees 00 minutes 15 seconds East, along the Southwesterly extension of the Westerly Line of Tract "B", and the Westerly Line of said Tract "B", respectively, according to the plat of "MIAMI LAKES TOWN CENTER ONE-EAST", as recorded in Plat Book 153 at Page 50, of the Public Records of Miami-Dade County, Florida, for 47.13 feet to the Point of Beginning of the following described parcel; thence North 57 degrees 52 minutes 29 seconds West for 326.32 feet to a point on the next described circular curve; said point bears South 51 degrees 41 minutes 39 seconds East from the radius point of the next described circular curve; thence Northeasterly, along the arc of said circular curve to the left, concave Northwesterly, having a radius of 1216.17 feet and a central angle of 10 degrees 58 minutes 30 seconds for an arc distance of 232.96 feet to a Point of Tangency; thence North 27 degrees 19 minutes 51 seconds East for 91.13 feet to a Point of Curvature; thence Northeasterly, along the arc of a circular curve to the right, concave Southeasterly, having a radius of 8.00 feet and a central angle of 54 degrees 50 minutes 22 seconds for an arc distance of 7.66 feet to a Point of Tangency; thence North 82 degrees 10 minutes 13 seconds East for 253.06 feet; thence South 07 degrees 49 minutes 47 seconds East for 115.37 feet; thence South 06 degrees 13 minutes 33 seconds West for 98.44 feet; thence South 29 degrees 00 minutes 15 seconds West for 316.19 feet to the Point of Beginning; said last described three courses being coincident with the Westerly Line of said Tract "B" of the said plat of "MIAMI LAKES TOWN CENTER ONE-EAST"; all lying and being in the Northwest 1/4 of Section 24, Township 52 South, Range 40 East, Town of Miami Lakes, Miami-Dade County, Florida.

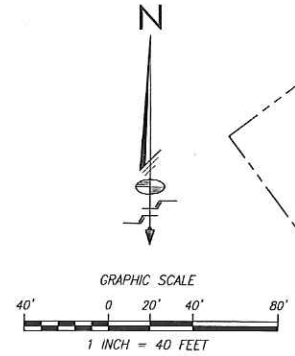
TO BE KNOWN AS:

Tract "D", according to the plat of "TGC MAIN STREET EAST", as recorded in Plat Book _____ at Page _____, of the Public Records of Miami-Dade County, Florida, lying and being in the Northwest 1/4 of Section 24, Township 52 South, Range 40 East, Town of Miami Lakes, Miami-Dade County, Florida.

-TENTATIVE PLAT- "TGC MAIN STREET EAST"

A REPLAT OF A PORTION OF TRACT "C", "MIAMI LAKES TOWN CENTER TWO-EAST", PLAT BOOK 159, PAGE 67; TRACT "D", "MIAMI LAKES TOWN CENTER THREE-EAST" PLAT BOOK 163, PAGE 84; A PORTION OF TRACTS 41 AND 42, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" OF SECTION 13, TOWNSHIP 52 SOUTH, RANGE 40 EAST; A PORTION OF TRACTS 2 AND 3, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" OF SECTION 23, TOWNSHIP 52 SOUTH, RANGE 40 EAST; AND A PORTION OF TRACTS 13, 14, 15, AND 16, "CHAMBERS LAND COMPANY SUBDIVISION", PLAT BOOK 2, PAGE 68; ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; ALL LYING AND BEING IN SECTIONS 13, 14, 23 AND 24, TOWNSHIP 52 SOUTH, RANGE 40 EAST, TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA.

R/W PER MIAMI LAKES TOWN CENTER SECTION SEVEN (PB 120 Pg 58)



GENERAL LEGEND:	
	ALUMINUM TARGET
	ALUMINUM LIGHT POST (SINGLE)
	ALUMINUM LIGHT POST (DOUBLE)
	ALUMINUM LIGHT POST (TRIPLE)
	ALUMINUM LIGHT POST (QUAD)
	ANCHOR/DUT WIRE
	BACKFLOW PREVENTER ASSEMBLY
	CABLE TELEVISION BOX
	CATCH BASIN
	CENTERLINE
	CHECK VALVE ASSEMBLY
	CHURN DRAIN
	CLOSURE (CIRCULAR)
	CLOSURE (SQUARE)
	CONCRETE LIGHT POLE
	CONCRETE LIGHT POLE (DOUBLE)
	CONCRETE POWER POLE
	CONTROL POINT
	CURB INLET
	DOUBLE DETECTOR CHECK VALVE
	ELECTRIC BOX
	ELECTRIC HAND HOLE
	ELECTRIC OUTLET
	ELEVATIONS (SEE NOTES FOR DATUM)
	FIRE HYDRANT
	FLAGPOLE
	FLOW LINE
	FORCE MAIN W/WHOLE
	FORCE MAIN VALVE
	F.P.L. ELECTRIC MANHOLE
	F.P.L. TRANSFORMER PAD
	F.P.L. TRANSMISSION POLE
	GAS MANHOLE
	GAS METER
	GAS PUMP
	GAS VALVE
	GREASE TRAP W/WHOLE
	GROUND LIGHTING
	GUARD POST
	IRRIGATION HAND HOLE
	IRRIGATION VALVE
	MANHOLE
	MONITOR WELL
	MOVEMENT LINE
	OVERHEAD WIRES (APPROXIMATE)
	P-S PILE
	P-S PILE
	PAVING METER
	PEDESTRIAN CROSSING SIGNAL
	PERMANENT REFERENCE MONUMENT
	POST INDICATOR WIRE
	VACUUM BREAKER ASSEMBLY
	PROPERTY LINE
	SANITARY SEWER CLEANOUT
	SANITARY SEWER MANHOLE
	SANITARY CONNECTION
	SIGN POST
	SPRINKLER PUMP
	STANDOFF
	STORM SEWER MANHOLE
	STREET LIGHT HAND HOLE
	SWALE INLET
	TELEPHONE BOX (CONVENTIONAL)
	TELEPHONE HAND HOLE
	TELEPHONE MANHOLE (DO. BELL)
	TELEPHONE PARAPHONE
	TRAFFIC HAND HOLE
	TRAFFIC UTILITY BOX
	TRAFFIC SIGNAL POST
	UNDERGROUND UTILITY MARKER
	UNKNOWN UTILITY MANHOLE
	UNKNOWN UTILITY HAND HOLE
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WOOD LIGHT POLE
	WOOD POWER POLE
	HANDICAP PARKING
	STROLLER PARKING

ABBREVIATIONS:	
B.C.	BOUNDARY CORNER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
P.A.	POINT OF ADJACENCY
P.S.	POINT OF SPLIT
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
P.A.	POINT OF ADJACENCY
P.S.	POINT OF SPLIT
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
P.A.	POINT OF ADJACENCY
P.S.	POINT OF SPLIT
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
P.A.	POINT OF ADJACENCY
P.S.	POINT OF SPLIT
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
P.A.	POINT OF ADJACENCY
P.S.	POINT OF SPLIT
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
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P.Z.	POINT OF ZONE
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P.V.	POINT OF VIEW
P.W.	POINT OF WORK
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P.Z.	POINT OF ZONE
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P.S.	POINT OF SPLIT
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
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P.T.	POINT OF TANGENCY
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P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
P.A.	POINT OF ADJACENCY
P.S.	POINT OF SPLIT
P.T.	POINT OF TANGENCY
P.V.	POINT OF VIEW
P.W.	POINT OF WORK
P.Y.	POINT OF YIELD
P.Z.	POINT OF ZONE
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P.S.	POINT OF SPLIT
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P.V.	POINT OF VIEW
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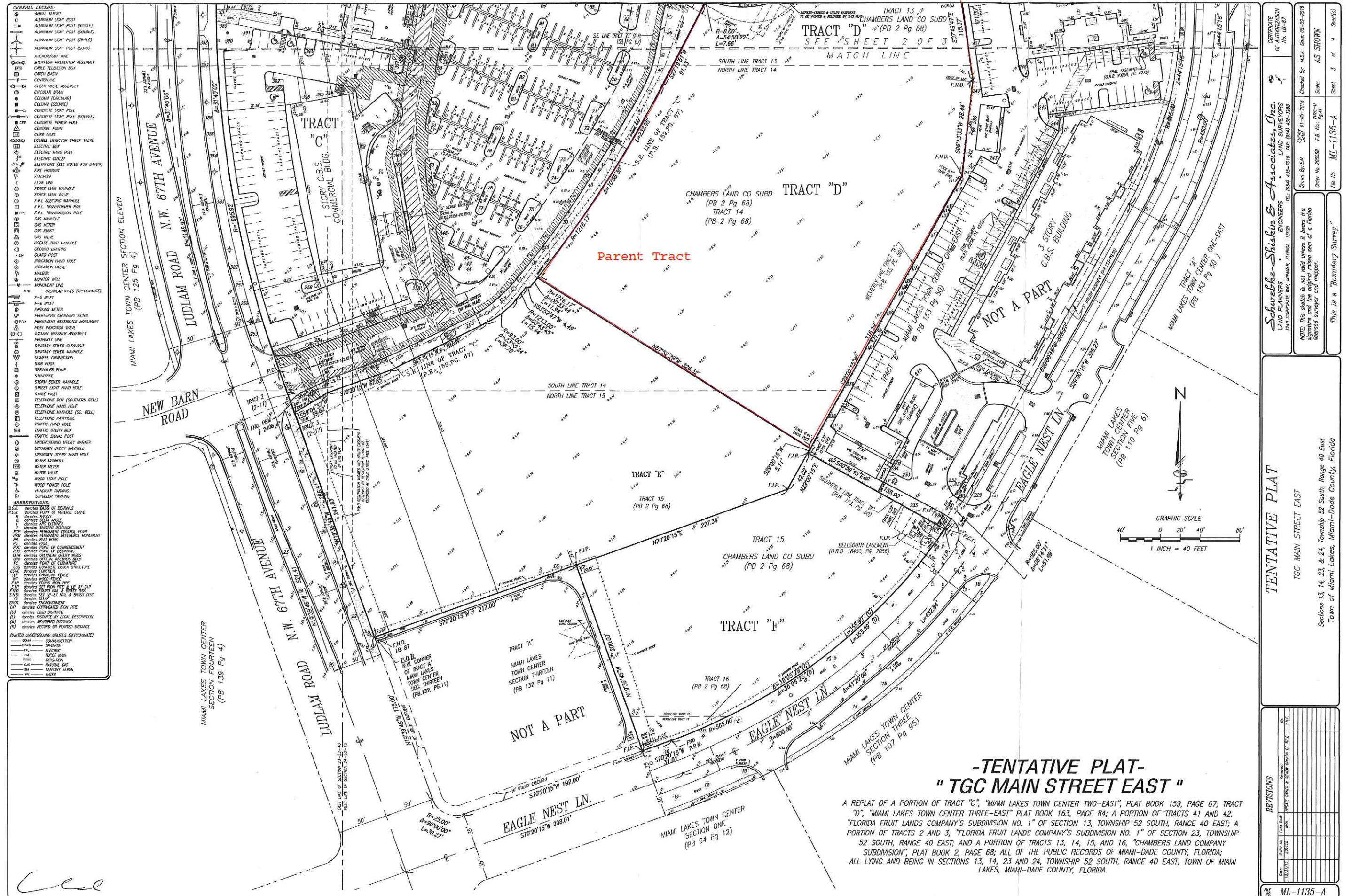


Exhibit B

Project Documents



Exhibit "C"

Project Cost Estimate

PRELIMINARY CONSTRUCTION COST ESTIMATE

NW 67TH AVENUE AT SR 826 FEASIBILITY STUDY - ALTERNATIVE 1
CITY OF MIAMI LAKES - MIAMI-DADE COUNTY

DATE: 4/7/2017

Pay Item	Description	Unit	Unit Cost (\$)	Qty	Cost (\$)
ROADWAY					
101-1	MOBILIZATION	LS		1.00	\$10,988.99
102-1	MOT	LS		1.00	\$6,593.39
102-104	TEMPORARY SIGNALIZATION & MAINTENANCE INTERSECTION	ED	6.00	180.00	\$1,080.00
102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE INTERSECTION	ED	5.00	180.00	\$900.00
104-10-3	SEDIMENT BARRIER	LF	1.75	300.00	\$525.00
104-18	INLET PROTECTION SYSTEM	EA	107.00	14.00	\$1,498.00
107-1	LITER REMOVAL	AC	60.00	13.50	\$810.00
107-2	MOWING	AC	200.00	1.75	\$350.00
110-1-1	CLEARING AND GRUBBING	AC	20,000.00	0.08	\$1,600.00
120-1	REGULAR EXCAVATION	CY	20.00	63.00	\$1,260.00
160-4	STABILIZATION TYPE B	SY	6.30	377.00	\$2,375.10
162-1-11	PREPARED SOIL LAYER, FINISH SOIL, 6"	SY	1.25	230.00	\$287.50
285-709	OPT. BASE, BASE GROUP 09 (NEW, WIDENING)	SY	23.00	377.00	\$8,671.00
334-1-14	SUPERPAVE ASPHALTIC CONCRETE - TRAFFIC D	TN	82.00	65.50	\$5,371.00
327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	3.25	5282.00	\$17,166.50
337-7-73	ASPH CONC FC, TRAF C, FC-9.5, PG 76-22, ARB	TN	126.00	326.80	\$41,176.80
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	20.00	780.00	\$15,600.00
520-2-4	CONCRETE CURB TYPE D	LF	20.00	59.00	\$1,180.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	38.00	140.00	\$5,320.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	42.00	33.00	\$1,386.00
527-2	DETECTABLE WARNING	SF	28.00	161.00	\$4,508.00
570-1-2	PERFORMANCE TURF, SOD	SY	3.50	230.00	\$805.00
TOTAL ROADWAY					\$129,452.28
SIGNING					
700-1-11	SINGLE SIGN POST, GROUND MOUNT	AS	320.00	10.00	\$3,200.00
700-1-50	SINGLE SIGN POST, RELOCATE	AS	270.00	1.00	\$270.00
700-1-60	SINGLE SIGN POST, REMOVE	AS	25.00	8.00	\$200.00
700-2-11	MULTIPOST SIGN, GROUND MOUNT	AS	3,000.00	1.00	\$3,000.00
700-2-60	MULTIPOST SIGN, REMOVE	AS	540.00	1.00	\$540.00
706-3	RPMS	EA	5.00	118.00	\$590.00
711-11-123	THERMOPLASTIC, 12" WHITE	LF	1.75	656.00	\$1,148.00
711-11-125	THERMOPLASTIC, 24" WHITE	LF	3.20	176.00	\$563.20
711-11-160	THERMOPLASTIC, MESSAGES WHITE	EA	100.00	11.00	\$1,100.00
711-11-170	THERMOPLASTIC, ARROW WHITE	EA	50.00	11.00	\$550.00
711-11-124	THERMOPLASTIC, 18" WHITE	LF	2.70	160.00	\$432.00
711-11-224	THERMOPLASTIC, 18" YELLOW	LF	2.50	10.00	\$25.00
711-14-141	THERMOPLASTIC, 2-4 DOTTED 6" WHITE	GM	7,000.00	0.093	\$648.96
711-15-101	THERMOPLASTIC, 6" WHITE	GM	3,500.00	0.332	\$1,160.57
711-15-102	THERMOPLASTIC, 8" WHITE	GM	3,600.00	0.103	\$370.70
711-15-131	THERMOPLASTIC, 10-30 SKIP WHITE	GM	1,400.00	0.142	\$198.86
711-15-201	THERMOPLASTIC, 6" YELLOW	GM	3,750.00	0.140	\$525.21
TOTAL SIGNING AND MARKING					\$14,522.51
SIGNALIZATION					
SPI-1	MODIFICATIONS AT NW 167TH STREET: 3 SECTION HEADS - ONE WAY, SIGNAL CABLE AND CABINET MODIFICATION	LS	4,000.00	1.00	\$4,000.00
SPI-2	NEW MAST ARMS AND NEW SIGNALIZATION AT WINDMILL GATE DRIVE.	LS	250,000.00	1.00	\$250,000.00
TOTAL SIGNALIZATION					\$254,000.00
LANDSCAPING					
LDPI-1	LANDSCAPE MODIFICATIONS	LS	4,000.00	1.00	\$4,000.00
TOTAL LANDSCAPING					\$4,000.00

TOTAL	\$401,974.79
10% CONTINGENCY	\$40,197.48
TOTAL CONSTRUCTION COST	\$442,172.27

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: **Marlin Engineering, Inc.**

Contract No.: _____

Date: **5/15/2017**

Work Order No: _____

Project: **NW 67th Avenue at SR 826 - Additional Thru Lane**
Project No.: _____ Description: _____

STAFF CLASSIFICATION

Job Classification Assigned Staff Approved Rate	Project Manager Jose Santiago Rate: \$54.81		Senior Engineer Rafael Lagos Rate: \$58.82		Senior Designer Carlos Gonzalez Rate: \$37.75		CADD Technician Elias Diaz Rate: \$29.15		Utility Coordinator Alex Quevedo Rate: \$36.05		Construction Proj Eng Miguel Soria Rate: \$39.42		Construction Sr Insp German Sanchez Rate: \$ 36.05		Staff Hours	Salary	Average
	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Rate Per
1 Typical Section Analysis	1	\$55	2	\$118	3	\$113									6	\$286	\$47.62
2 Pavement Design			2	\$118											2	\$118	\$58.82
3 Horizontal/Vertical Geometry	1	\$55	4	\$235	12	\$453	7	\$204							24	\$947	\$39.46
4 Traffic Control Analysis			4	\$235	12	\$453	8	\$233							24	\$921	\$38.40
5 Signing and Pavement Marking Analysis			1	\$59	3	\$113									4	\$172	\$43.02
6 Signalization Analysis - 167th							4	\$117							4	\$117	\$29.15
7 Calculation of Quantities			4	\$235	4	\$151	7	\$204							15	\$590	\$39.36
9 Construction Cost Estimate	1	\$55	1	\$59	6	\$227									8	\$340	\$42.52
10 Field Reviews					8	\$302									8	\$302	\$37.75
11																	
12																	
13 Key Sheet					4	\$151									4	\$151	\$37.75
14 Tabulation of Quantities			2	\$118	2	\$76	4	\$117							8	\$310	\$38.72
15 Typical Section Sheet	1	\$55	1	\$59	3	\$113	3	\$87							8	\$314	\$39.29
16 General Notes	1	\$55	1	\$59	4	\$151	2	\$58							8	\$323	\$40.37
17 Roadway Plan Sheets (2 sheets)	1	\$55	7	\$412	4	\$151	20	\$583							32	\$1,201	\$37.52
18 Signing and Pavement Marking Sheets	1	\$55	4	\$235	8	\$302	19	\$554							32	\$1,146	\$35.81
19 Signalization Sheet - 167th	1	\$55	2	\$118	7	\$264									10	\$437	\$43.67
20 Special Detail Sheets			1	\$59	3	\$113	4	\$117							8	\$289	\$36.08
21 Structures Analysis	1	\$55	4	\$235	8	\$302	19	\$554							32	\$1,146	\$35.81
22 Specification Package Preparation	1	\$55	3	\$176	3	\$113	9	\$262							16	\$607	\$37.93
23 Utility Coordination	1	\$55	3	\$176	4	\$151			16	\$577					24	\$959	\$39.96
24 Permitting	1	\$55			2	\$76	13	\$379							16	\$509	\$31.83
25																	
26 Post Design Services	1	\$55	2	\$118			9	\$262							12	\$435	\$36.23
27																	
Total Staff Hours	13		48		100		128		16						305		
Total Staff Cost		\$712.53		\$2,823.36		\$3,775.00		\$3,731.20		\$576.80						\$11,618.89	\$38.09

Total % of Work by Position

4.3%

15.7%

32.8%

42.0%

5.2%

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separate line item.

Estimate of Principal's Fee

Total hours **\$90.00** / hour = \$ _____

Notes:

- This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
- Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
- Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

1 - SUBTOTAL ESTIMATED FEE:	multiplier 2.90	\$33,694.78
Survey Fee	Marlin Engineering Survey	
Geotechnical Field/Lab	Geosol	\$5,344.11
Subconsultant:	Marlin Engineering RT Lane Study	
Subconsultant:	Optional Services	\$8,722.74
Principal's Fee	Ramon Soria	\$ -
2 - SUBTOTAL ESTIMATED FEE:		\$47,761.63
Geotechnical Field/Lab Testing:		
Survey Fee (or Survey Crew Fee):		
Other Misc. Fee:	Enter Fee Description	
3 - SUBTOTAL ESTIMATED FEE:		\$47,761.63
Additional Services (Allowance)		
Reimbursables (Allowance)		
GRAND TOTAL ESTIMATED FEE:		\$47,761.63