

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 154TH STREET ADAPTIVE SIGNALIZATION 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 November 13, 2017, and approved by the County on December 12, 2017, seeking to receive a contribution-in-lieu-of-fee credit (“CIL Credit”) in the amount of \$173,239.44; and

WHEREAS, the CIL Application identifies a roadway improvement project within the Town of Miami Lakes (the “Town”), the NW 154th Street Adaptive Signalization 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 154th Street Adaptive Signalization Project in the amount of \$173,239.44, 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 154th Street Adaptive Signalization Project in the amount of \$173,239.44.

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 154th Street Adaptive Signalization Project in the amount of \$173,239.44 (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 154th Street Adaptive Signalization
Project

FUNDING AGREEMENT FOR NW 154th ST ADAPTIVE SIGNALIZATION 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 November 13, 2017, and approved by the County on December 12, 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 \$173,239.44; 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 154th Street Adaptive Signalization ("**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 NW 154th Street Adaptive Signalization Project involves the installation of adaptive signal control technology ("**ASCT**") on traffic signals at six intersections along NW 154th Street from NW 87th Avenue to NW 77th Avenue. The Work includes, but is not limited to, expanding the existing software license to include the six intersections located within Miami Lakes, developing graphics and controller databases and performing all necessary integration services to ensure the system

is completely operational, building off of the existing time-of-day plans to create adaptive timing strategies, providing, installing, configuring and integrating ASCT controllers with software, and other related services. 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 supersedes 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 154th Street Adaptive Signalization

- | | |
|--|------------------|
| 4. Estimated cost of construction improvements | \$ 173,239.44 |
| 5. Estimated cost of Right-of-Way acquisition | \$ 0.00 |
| 6. Total estimated expense incurred by applicant (Item 4 plus Item 5) | \$ 173,239.44 |
| 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) | \$ 472,798.82*** |
| 9. Amount of contribution in-lieu-of impact fee approved by the Public Works Director. | \$ 173,239.44 |

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.

*** \$1,135,972.16 (Amount of road impact fee available from all development activity on the parent tract) - \$489,933.90 (Amount of contribution in lieu-of impact fee approved for NW 67th Avenue widening project from NW 167th St to south of Windmill Gate Rd) - \$173,239.44 (Total estimated expense incurred by applicant for NW 154th St Adaptive Signalization) = \$472,798.82

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 13th day of November, 2017.

Signed, Sealed, Attested and
Delivered in our presence.

Witness

Witness Printed Name

Witness

Witness Printed Name

The Graham Companies
Applicant (Individual or Partnership)

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

Printed Name

Address

Attest [Signature] (Seal)
Secretary (Corporation)

Printed Name

Address

CORP SEAL

STATE OF Florida

COUNTY OF Miami-Dade

I HEREBY CERTIFY that on this 13th day of November, 20 17, before me personally appeared Stuart 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.



Selene C. Alberto
Commission # FF077831
Expires: Dec. 18, 2017
www.AARONNOTARY.com

NOTARY SEAL/STAMP

Notary Public

Printed Name

Notary Public, State of Florida

My commission expires: 12/18/2017

Commission/Serial No. FF-077831

FOR

OFFICIAL USE ONLY

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

Title

Director

Date

12/12/17

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.

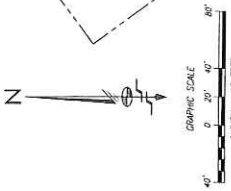
TO BE KNOWN AS:

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.

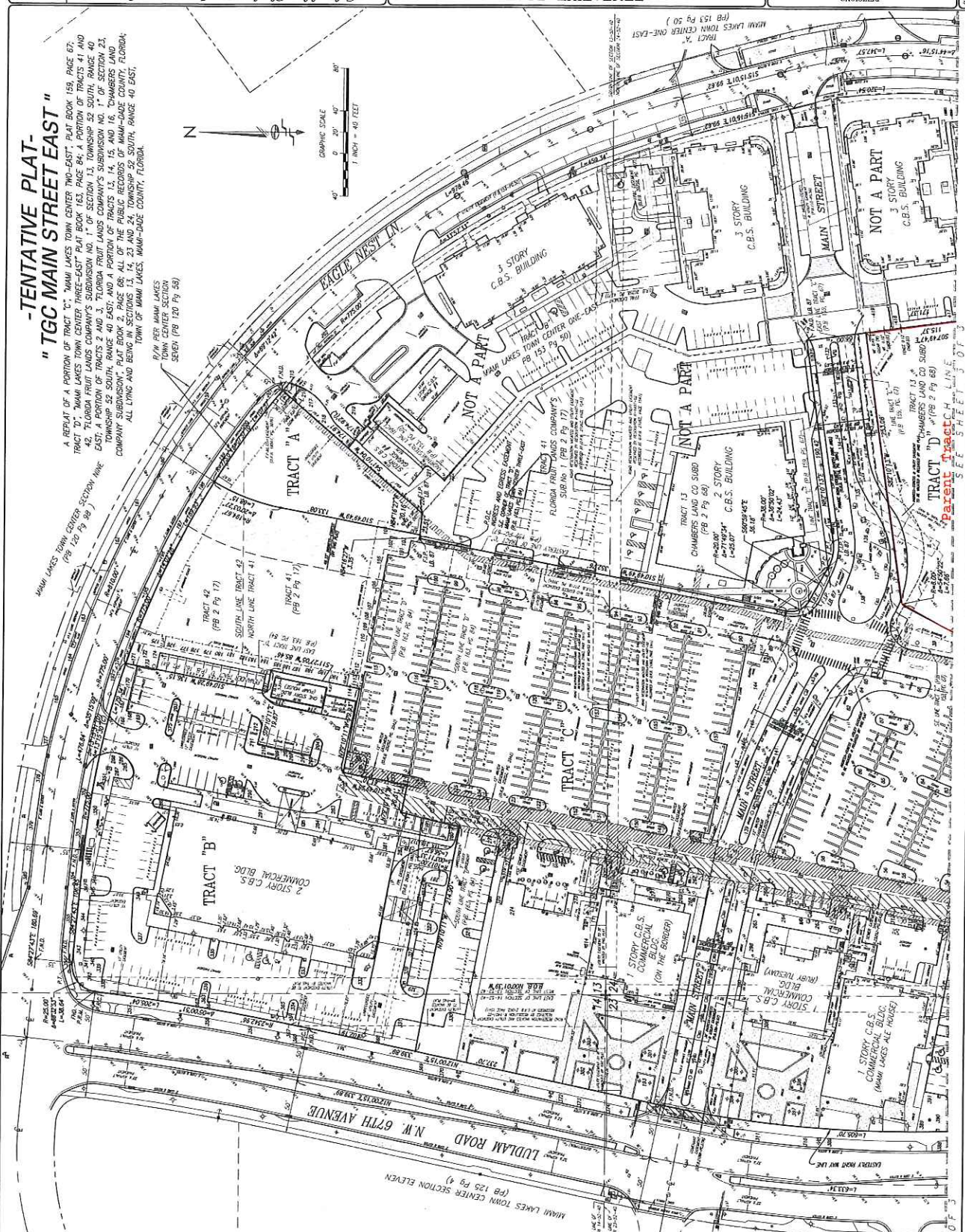
-TENTATIVE PLAT- " TGC MAIN STREET EAST "

A REPLAT OF A PORTION OF TRACT "C", MIAMI LAKES TOWN CENTER TWO-EAST, PLAT BOOK 158, 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'S SUBDIVISION NO. 1, PLAT BOOK 52, PAGE 68; ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
ALL LOTS AND BEING PART OF THE
TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA.

PLAN FOR MIAMI LAKES
TOWN CENTER SECTION
SEVEN (PB 120 PG 58)



SYMBOL	DESCRIPTION
(Symbol)	1" C.B.S. BUILDING
(Symbol)	2" C.B.S. BUILDING
(Symbol)	3" C.B.S. BUILDING
(Symbol)	4" C.B.S. BUILDING
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(Symbol)	95" C.B.S. BUILDING
(Symbol)	96" C.B.S. BUILDING
(Symbol)	97" C.B.S. BUILDING
(Symbol)	98" C.B.S. BUILDING
(Symbol)	99" C.B.S. BUILDING
(Symbol)	100" C.B.S. BUILDING



SECTION 13, 14, 23 & 24, Township 52 South, Range 40 East Town of Miami Lakes, Miami-Dade County, Florida	THIS IS A "BOUNDARY SURVEY" NOTE: This sketch is not valid unless it bears the signature and the official seal of a Florida licensed surveyor and engineer.	DATE: 01-14-2014 DRAWN BY: M.J. HARRIS CHECKED BY: M.J. HARRIS REVISIONS	PLAT NO. ML-1135-A DATE: 01-14-2014 BY: M.J. HARRIS CHECKED BY: M.J. HARRIS REVISIONS
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Road Impact Fee Assessment



Department of Regulatory and Economic Resources

Impact Fee Assessment

Process Number: M2017005105-0

Batch:

Collection Number:

Folio: 3220240010150

Site Address: 6600 MAIN ST (BLDG. 1)

Fee Payer:

Assessment Date: 02/17/2017

Disclaimer Note: **ROAD/FIRE/POL/PKS impact fees**
will increase on 10/1/2017

Online Payment available at:

<https://www8.miamidade.gov/apps/rer/ImpactFeesPayments/default.aspx>

Payment can be made by Credit Card, Cash, Check or Cashiers's Check

Payable to Miami Dade County

Fee Type	Dist Id	Category Code	Cat Suffix	Category Description	Units	Fee	Extended Amount	Deferred Amount
AREA								\$0.00
	3.0	5002	00	UNIT SIZE (SQ FT)	290,996	\$0.9180	\$267,134.33	
FIRE								\$0.00
	2.0	2007	00	RESIDENTIAL	282	\$414.6038	\$116,918.27	
	2.0	2009	00	RETAIL/PUB ASMBY/HOTEL	5,988	\$0.4434	\$2,655.08	
PKIM								\$0.00
	1.4	4203	00	MFR IMPROVEMENTS-1	282	\$1,156.6135	\$326,165.01	
PKOS								\$0.00
	1.4	4103	00	MFR OPEN SPACE - 1	282	\$1,105.2378	\$311,677.06	
POLC								\$0.00
	1.0	3001	00	RESIDENTIAL	282	\$541.0266	\$152,569.50	
ROAD								\$0.00
	3.1	222	00	HIGH-RISE APARTMENT OR CONDOMINIUM >3 FLOORS	282	\$3,677.7300	\$1,037,119.86	
	3.1	820	00	GENERAL RETAIL (0 -10 KSF)	5,988	\$16.5084	\$98,852.30	
SCHL								\$0.00
	3.0	5001	00	RESIDENTIAL UNIT	282	\$612.0000	\$172,584.00	
Assessment Total Amount:							\$2,485,675.41	
Deferral Amount:							\$0.00	
Current Balance Due:							\$2,485,675.41	

Miami Dade County Department of Regulatory And Economic Resources

3217005105 - 2/28/2017 9:44:37 AM

M2017005105 - Impact Fee Assessment.pdf

Examiner Date Time Stamp Dept. Title Stamp Name

Keith Richardson 2/17/2017 1:15:50 PM A FWIF Impact fee assessed

Keith Richardson 2/17/2017 1:16:03 PM D FWIF VOID ASSESSMENT

Exhibit B

Project Documents

NW 154th Street Adaptive Signal Locations & Map

NW 154th Street Adaptive Signal Locations

- NW 154th Street at NW 87th Avenue
- NW 154th Street at NW 82nd Avenue
- NW 154th Street at NW 79th Avenue
- NW 154th Street at NW 77th Court
- NW 154th Street at SR 826/ Palmetto Expressway
- NW 154th Street at NW 77th Avenue

Legend

NW 154th Street Adaptive Signal Locations



Miami Lakes Centracs Expansion Quote



September 5, 2017

Ms. Michelle Gonzalez
Transportation Planner
Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, FL 33014

Subject: Miami-Dade Contract #BW9872-1/20
Centracs Expansion, Miami Lakes along NW 154th Street

Dear Ms. Gonzalez:

Econolite Systems is pleased to provide the following quote to extend Miami-Dade's 2070LX pilot scale deployment and Centracs ATMS installation to include six intersections in Miami Lakes along NW 154th Street, from NW 77th Avenue (Palmetto off-ramp) to NW 87th Avenue. Our quote includes the following elements:

1. Expand the existing Centracs license hosted and managed by Miami-Dade County to include all six intersections in the Town of Miami Lakes.
2. Develop graphics and controller databases and perform all necessary integration services to ensure the system is completely operational including traffic signals, video detection, and BlueTOAD devices.
3. Build off of the existing time-of-day plans to create adaptive timing strategies
4. Provide, install, configure and integrate the Econolite Model 2070LX Controller with ASC/3 software
5. Provide, install, configure and integrate Autoscope Encore video detection
6. Provide, install, configure and integrate TrafficCast BlueTOAD devices

The objective of the project will be to provide enhanced monitoring and control capabilities to improve travel time and reliability. To achieve these objectives, we propose the following Scope of Work:

Task 1 Project Management

Description of Work

Project management is a critical part of the deployment of any technology project. The project management activities include:

Project Plan

The Project Plan will document the following elements:

- Project Scope – this document and any modifications that may be required over the term of the contract
- Major Deliverables – this document and any modifications that may be required over the term of the contract
- Project Schedule – Gantt chart periodically updated to reflect project progress

Status Reports

Econolite will host weekly informal project meetings to keep the Town and County informed of project progress and upcoming activities. These meetings are structured as 'status only' and are intended to last not more than approximately 15 minutes. This time frame ensures regular stakeholder attendance and insists that more in-depth discussion to be taken offline. The agenda for these meetings will form two purposes: to guide the discussion and function as a Status Report. These meetings will be limited to the following discussion points: work performed in the prior week, work anticipated in the ensuing week and outstanding issues.

Basis of Payment

Project Management services are imbedded in each Task. Separate request for payment will not be made.

Task 2 Centracs

Description of Work

Econolite will expand the Centracs installation completed for Miami-Dade County to include the additional six intersections in Miami Lakes. In order to effectively build off the existing system, Econolite will assess any additional requirements to scale the virtual server environment maintained by the Information Technology Division (ITD), provide configuration services and enhancements to accommodate the additional intersections and configure the adaptive settings to optimize signal performance.

Additional Servers

To enhance performance and facilitate the expansion throughout the County as well as for the Town of Miami Lakes, the County has decided to host all servers within their existing virtual server environment. As intersections are added to the County system, Econolite will work with the ITD staff to ensure the virtual servers and storage capacity are scaled to meet the expanded needs.

Configuration Services

Once the intersection licenses are added and the virtual capacity issues assessed, Econolite will initiate the configuration of the additional intersections and build up from the existing operational database. To facilitate this configuration, Econolite will obtain the following information from the County:

- Geographic coordinates for each intersection, if available, including street names, and intersection number.
- Current phase diagrams and timing/coordination databases for each intersection.
- The network design and IP addressing schema

Following receipt of the above information, Econolite will perform the following configuration tasks:

Intersection Graphics

Econolite will develop intersection graphics for all new intersections. The input for the graphic development will be the phase diagrams provided by the County. It is assumed that the County GIS aerials or Aerials provided by Microsoft Bing will be made available by the County for the detailed intersection graphic views.



Database Conversion

The existing 170 controller databases, provided by the County, will be manually converted by Econolite from their current format to ASC/3. The end result will be an electronic copy of the database ready to load into each controller.

Bench Test

Econolite will install the converted databases on each controller and back it up to the data key. Each location will be bench tested to validate proper operation prior to installing the controller in the field.

Intersection Properties

The remaining intersections will be geo-located and intersection properties, including intersection name, main street, cross street, IP address, will be configured by Econolite.

Adaptive Configuration

Econolite will work with the County timing engineers to document the existing and new detection configurations. Additionally, we will assess the existing timing plans and assist the County in making all necessary modifications. Finally, we will assist the County in implementation and assessment of before and after data as available from the BlueTOAD data logs.

The Town may require the services of a qualified traffic engineering consultant to update any signal, timing or operating plans needed by the Town for implementing the proposed system at these intersections. As requested, Econolite can be retained to perform this additional work, if required.

Basis of Payment

Cost for the Centrac license and hosting has been borne by Miami-Dade County and no additional compensation will be made. Payment to configure Centrac will be made in accordance with the following table upon demonstration of an operational intersection within Centrac:

Centrac Configuration Item	Unit	Unit Cost
• Intersection Graphics	EA	\$67
• Database Conversions	EA	\$170
• Bench Testing	EA	\$298
• Intersection Properties	EA	\$62
• Centrac Adaptive Intersection License	EA	\$1,750
• Centrac Adaptive Intersection Integration	EA	\$750

Task 3 Controllers

Description of Work

Econolite will supply the Econolite Model 2070LX controller with ASC/3 software. The quantity of controllers to be supplied is shown on the pricing sheet. The controllers will be delivered and staged at the Econolite local project facility to be located in Miami-Dade County. The 2070 chassis and IC module will be tagged and entered for asset tracking.

Basis of Payment

Controllers will be measured per each, and paid for upon proof of delivery to the Contractor facility.

Task 4 Detection

Description of Work

Econolite will supply the Autoscope Encore video detection system. The quantity of Autoscope Encores to be supplied is shown on the pricing sheet. One TIP (Terra Interface Panel) and one TAP (Terra Access Point) will be provided for each intersection outfitted with Autoscope. Pricing assumes two cameras per intersection plus four cameras for enhanced advanced detection (16 total). If additional cameras are required, a pricing adjustment may be necessary. Video detection is quoted as a standard intersection with mast arms. Included in our quote is 4,000 feet of 3-wire cable (250' per camera). If additional cable is needed, the Town may purchase in 500' increments at \$0.60/foot.

The Autoscope equipment will be delivered and staged at the Econolite local project facility to be located in Miami-Dade County. The Autoscope cameras, Terra Interface Panel and Terra Access Point will be tagged and entered for asset tracking.

Basis of Payment

Autoscope Encores will be measured per camera, and paid for upon proof of delivery to the Contractor facility.

Task 5 BlueTOAD

Description of Work

Bluetooth Travel-time Origin and Destination (BlueTOAD) traffic monitoring system measures travel times using non-intrusive roadside technology. Econolite will supply the BlueTOAD devices as currently specified on the Florida Approved Products List (APL). BlueTOAD Ethernet equipment is being supplied for a total of two locations at the beginning and end of the Corridor. BlueTOAD field equipment will communicate to the BlueTOAD server hosted by Miami Dade County to provide travel time information via a web interface. Network troubleshooting and configuration is not included in our quote.

Additionally, our pricing assumes the devices will be powered through existing AC circuits. Different power or communication requirements may necessitate a price adjustment. Additionally, we assume the existing hosted server provided by Miami-Dade County can be extended to include these additional devices, or alternatively, Miami-Dade will provide hosting services directly.

The BlueTOAD devices will be delivered and staged at an Econolite facility located in Miami-Dade County. The BlueTOAD Devices will be tagged and entered for asset tracking.

Basis of Payment

BlueTOAD devices will be measured per each, and paid for upon proof of delivery of the BlueTOAD field devices to the Contractor facility.

Task 6 Preventive Maintenance

Description of Work

Econolite will perform Preventive Maintenance for each traffic signal location. The work shall include the following activities:

- **Display Equipment Inspection**

- Visually inspect signal and pedestrian displays and verify all indications are operational, note condition and alignment of all heads, note any deficiencies
- **Detector Verification**
 - Verify proper operation of vehicle detectors, note any faults and reset
 - Inspect condition of all loops and lead-ins; note sealant failures by street approach, lane and phase
 - Verify proper operation of pedestrian pushbuttons on all approaches, note failures or other issues
 - Check push button lamps, audio operation and direction, if applicable
- **Intersection Infrastructure Inspection**
 - Check condition of pull-boxes; note size and number of any broken or missing lids, crushed boxes and buried boxes
 - Perform ground-level visual inspection of metal poles for damage, rust, cracked welds, grounding & foundation damage
 - Perform ground-level visual inspection of hand hole covers on steel poles; secure if necessary and note if missing
 - Perform ground-level visual inspection of conduit risers; note any repairs needed
- **Cabinet Inspection**
 - Inspect foundation and exterior for damage and vandalism
 - Check door gaskets, anchor bolts, base extension bolts; reseal base if water is present
 - Check for signal plans; verify signal heads are per plan; note any discrepancies
 - Check/test interior cabinet lamps, fan and thermostat; replace any that are not working properly and note replacements
 - Check physical condition of meter/service disconnect, line filter and surge arrestor
 - Ensure all load switches and flashers have a tight and secure fit into the socket
 - Check for and note any burned, pitted, corroded or discolored contacts and terminals
 - Visually inspect condition of all relays and note if burned or full of ants; replace if necessary
 - Ensure all terminal connections and harnesses have a tight and secure fit; check for frayed wiring and note if any are found
 - Visually check condition of all loading resistors
- **Cabinet Maintenance**
 - Clean and vacuum cabinet; place insect, slug, and rodent control in cabinet, as needed
 - Replace filter and, if needed, filter frame
 - Lubricate hinges, lock, and lock cover on cabinet
 - Remove graffiti, posters, stickers, etc., without damaging the surface of the cabinet
- **Power and Grounding Service**
 - Measure and record service voltage
 - Check ground resistance and bonding connections and conductors; record ground reading
 - Note if control equipment is plugged into GFI
- **Controller Service**
 - Verify date and time on isolated controllers, if any; note and correct any discrepancies
 - Check operation of display and backlight on controller; note any issues

- **Conflict Monitor Service**

- Replace conflict monitor with a certified unit provided by the Town and record conflict monitor identification in notes

Preventive Maintenance records will be provided to the County, noting all issues detected and the recommended disposition. The dispositions will be annotated as follows:

- Econolite repaired the recorded issue (examples may include minor repairs or other previously agreed upon issues that can be accomplished while the technician is onsite), or
- The defective or damaged equipment must be repaired or replaced. In this case, the Town may choose to self-perform the work, hire the work out to other contractors, or contract directly with Econolite for the additional work. This work, as necessary, must be executed in a timely manner so as not to delay the project schedule.

Should the Town choose to have Econolite repair or replace the defective or damaged equipment, Econolite will perform the work on a time and materials basis and will draw down on the maintenance repair line item in the pricing table.

Basis of Payment

Preventative Maintenance will be measured per each intersection, and paid for at the unit rate upon completion of preventive maintenance for each intersection.

Task 7 Installation

Description of Work

Prior to commencement of the installation work at each intersection, Econolite will have performed a thorough Preventive Maintenance service at that location to verify intersection operation and identify any deficiencies or issues as described in Task 5, Preventive Maintenance. Any deficiencies will be noted and addressed as described prior to installation of the new equipment. Econolite will provide installation services for the items described below:

Controller Installation

This work shall include the installation of new traffic signal controllers. Database conversions, controller configuration, and bench testing are included in Task 1 and it is assumed that the controller has been made ready and is approved for installation prior to beginning this work.

This work includes the following tasks:

- Validate the results of the Bench Test.
- Intersection will be placed into flash when traffic allows.
- Traffic signal controller wiring will be removed from unit that is to be replaced.
- Traffic signal controller that is to be replaced will be removed and returned to the County.
- New programmed and tested traffic signal controller will be placed into traffic signal controller cabinet.
- New traffic signal controller will be powered on.
- Intersection will be taken out of flash when traffic allows.
- Intersection and traffic signal controller will be observed to ensure proper operation.

Detection Installation

This work shall include the installation of up to 16 Autoscope Encore video detection cameras and associated supporting equipment on or within existing traffic signal infrastructure or approved existing street furniture. This work includes the following tasks:

- It is assumed that existing conduit paths, if required, will be used and no new conduit installed. Existing conduit paths will be investigated to determine proper route from traffic signal cabinet to the new camera location. Please note: if conduits are plugged, full or damaged additional work may be required.
- Video detection cable will be installed from the traffic signal cabinet to the camera mounting location. Cables will be installed utilizing lubricant to prevent damage to existing wiring.
- Cameras will be mounted at the locations determined. Any holes drilled for camera mounts or for wire access will be sealed utilizing approved sealant.
- If traffic control is required to mount the video detection cameras it will be done according to the latest MUTCD standards utilizing cones, warning signs and arrow boards.
- Video detection camera wire will be connected to the video detection cameras utilizing manufacturer approved connectors.
- Video detection cabinet equipment will be installed in an approved location within the cabinet. Wire will be routed neatly through the cabinet and terminated on the video detection panel.
- Video detection cameras system will be aimed and detection zones developed according to approved plans.
- Video detection system operation will be observed to ensure proper operation.

Blue Toad Installation

This work will include the installation of up to 2 new BlueTOAD devices on existing traffic signal infrastructure or approved existing street furniture. This work includes the following tasks for the BlueTOAD device to be installed in the field:

- Prior to beginning any work at an intersection, Econolite will first verify proper operation of the intersection as appropriate.
- The BlueTOAD device cabinet will be installed at the locations determined.
- It is assumed that existing conduit paths, if required, will be used and no new conduit installed. Conduit paths will be investigated to determine proper route from traffic signal cabinet to the BlueTOAD location. If conduits, or risers are plugged, full, damaged, or non-existent, additional work may be required and will be measured and paid separately.
- If traffic control is required to mount the NEMA cabinet it will be done according to Miami-Dade and/or FDOT standards as required by the Town.
- The Bluetooth antenna will be mounted and secured utilizing an N-type nut on inside of enclosure.
- Outdoor rated Cat 5 wire will be installed from the BlueTOAD cabinet to the traffic signal controller cabinet. Cat 5 wire will be routed neatly in cabinet and terminated.
- The BlueTOAD device will be turned on and tested for proper local operation.



Basis of Payment

Installation services will be measured and paid for as indicated below:

- Controller Installations will be measured per each, and paid at 0.0207% of the total price for Installation in Miami-Dade Contract #BW9872-1/20 (\$250.88 per each) upon validation of proper intersection operation.
- Detection Installation will be measured per each approach, and paid at 0.1267% of the total price for Installation in Miami-Dade Contract #BW9872-1/20 (\$1,535.60 per each) upon validation of proper operation.
- BlueTOAD Installation will be measured per each, and paid at 0.0973% of the total price for Installation in Miami-Dade Contract #BW9872-1/20 (\$1,179.28 per each) upon validation of proper local operation.

Task 8 Training and Testing

Description of Work

Training

Econolite will provide training to County staff under a separate project. Additionally, if requested, Econolite will provide an overview training course to Town staff for up to one-day. A one-day training session will be offered to the Town in order to access travel time statistics available from the BlueTOAD website, using a password provided by the Town.

Acceptance Test

Once all of the controllers are brought on-line, and training has been completed, the Final Acceptance Test will be conducted. This testing ensures that the Standard *Centracs* Test Procedures and the specific additional functional and performance requirements of Miami-Dade County are observed and proven to successfully function. If during this phase, an item is marked as "failed" Econolite and County staff will agree to a course of action, which may delay the start of the 30-day Trial Period.

30-Day Trial Period

Upon successful completion of the Final Acceptance Test, the 30-day Trial Period will commence. During the Trial Period, various issues may arise. Typically, many of these are of a minor or trivial nature, while, although they will be addressed, do not constitute a system failure and do not warrant a restart of the Trial Period.

Therefore, Econolite proposes the following priority mechanism be utilized to organize and account for the types of issues that may be encountered during the Trial Period. The issues would be handled as follows:

Priority One

Priority One applies if the problem could:

- Prevent the accomplishment of an operational or mission essential function, OR
- Causes loss of data or data corruption, OR
- Jeopardize safety or security



Upon notification by the County or Town to Econolite of a Priority One event, the Trial Period will pause. If not resolved within 24 hours after the problem is first reported to Econolite, the Trial Period restarts from zero days after resolution. Otherwise, the Trial Period continues without interruption.

Priority Two

Priority Two applies if the problem could:

- Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, and no Workaround is available, OR
- Adversely affect technical or cost risks to the life cycle support of the System, and no workaround is available.
- Priority Two problems include aborts, but not loss of data or data corruption.

Upon notification by the County or Town to Econolite of a Priority Two event, the Trial Period will pause. If not resolved within 72 hours after the problem is first reported to Econolite, the Trial Period will be suspended until resolution, after which the day count will resume. Otherwise, the Trial Period continues without interruption.

Priority Three

Priority Three applies if the problem could:

- Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, but a Workaround is available, OR
- Adversely affect technical or cost risks to the life cycle support of the system, but a workaround is available.
- Priority Three problems do not include aborts or loss of data.

If not resolved by the end of the Trial Period, the Trial Period continues until resolution.

Priority Four

Priority Four applies if the problem could:

- Any problem related to the System which does not fall within Priority One, Two or Three

Priority Four issues should be resolved within the next two new releases and will not prevent the successful completion of the Trial Period.

Upon successful completion of the Trial Period, the Town will grant "System Acceptance" and the warranty period will begin.

Basis of Payment

Costs for Training and Testing have been borne by Miami-Dade County and no additional compensation will be made.

Task 9: Warranty & Maintenance

Description of Work

Econolite provides a three (3) year warranty beginning on date of shipment on all Econolite products. The standard manufacturer's warranty is applied to third-party products purchased by Econolite.



Centracs is warrantied under the existing County software maintenance agreement. The Centracs warranty and maintenance provides unlimited remote technical support via phone and Internet and, of course, our local support team is close-by to answer any questions, solve virtually any problem, and provide assistance to help you get the most productivity out of the new traffic signal system.

For issues requiring a deeper level of technical support, a dedicated staff of professionals is also available as needed to supplement the local team. To facilitate access by these individuals, a VPN connection to remotely access the system and assist in diagnostics and troubleshooting has been established. This is a very effective approach and enhances efficiency and reduces staff time for troubleshooting. In addition, software updates can also be loaded remotely through this connection.

Basis of Payment

Miami-Dade County has pre-negotiated the extended warranty period and no additional compensation will be made.

Pricing

Pricing is valid for sixty days from the date of this quote and includes shipping, but is exclusive of any sales or use taxes.

No	Task	Qty	Unit	Unit Price	Ext. Price
1	Project Management	1	LS	no charge	no charge
2	Centracs License expansion, integration and graphics				
	• Centracs License	1	LS	no charge	no charge
	• Server Assessment	1	LS	no charge	no charge
	• Intersection Graphics	6	EA	\$67.00	\$402.00
	• Database Conversions	6	EA	\$170.00	\$1,020.00
	• Bench Testing	6	EA	\$298.00	\$1,788.00
	• Intersection Properties	6	EA	\$62.00	\$372.00
	• Centracs Adaptive Intersection License	6	EA	\$1,750.00	\$10,500.00
	• Centracs Adaptive Intersection Integration	6	EA	\$750.00	\$4,500.00
3	Econolite Model 2070LX Controller with ASC/3 software, includes turn-on support and training	6	EA	\$1,790.00	\$10,740.00
4	Autoscope Encore (per Task 4, detection count), includes turn-on support and training	16	EA	\$6,200.00	\$99,200.00
5	BlueTOAD				
	• BlueTOAD POE-based Hardware w/CAT 5 Cable	2	EA	\$6,540.00	\$13,080.00
6	Preventive Maintenance				
	• Preventative Maintenance	6	EA	\$534.00	\$3,204.00
7	Installation				
	• Controllers	6	EA	\$250.88	\$1,505.28
	• Detection	16	EA	\$1,535.60	\$24,569.60



No	Task	Qty	Unit	Unit Price	Ext. Price
	• BlueTOAD	2	EA	\$1,179.28	\$2,358.56
8	Training and Testing	1	LS	no charge	no charge
9	Warranty	1	LS	no charge	no charge
Total					\$173,239.44

This is a budgetary estimate only. The quantities, and product lines may vary (up or down) when final scope is revised.

We look forward to your favorable consideration and the opportunity to work with Miami-Dade County and the Town of Miami Lakes. Please feel free to contact Connie Braithwaite or me directly at 408-201-4404 with any questions regarding this quote.

Sincerely,

Econolite Systems, Inc.

A handwritten signature in black ink that reads "John Cane". The signature is written in a cursive, flowing style.

John Cane
Regional Manager