



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172-5800

RACHEL D. CONE
INTERIM SECRETARY

February 27, 2017

Mr. Bruce Mowry
City of Miami Beach
1700 Convention Center Dr.
Miami Beach, FL. 33139

ADJUSTMENT OF UTILITIES – FLORIDA STATUTES CHAPTER 337.403

RE:	Project Description:	SR-907/Alton Rd. from south of Ed Sullivan Dr./43 rd St. to east of Allison Rd.
	Financial Project number:	430444-1-52-01
	Utility Job Number:	430444-1-32-02
	F.A.P Number:	N/A
	State Road Number:	907
	County:	Miami-Dade

Dear Sir:

The enclosed Joint Project Agreement (JPA) funded by your deposit check for \$386,772.00 has been approved by the Department.

Should additional information be required, please contact me at (305) 470-5235.

Sincerely,

Ozzie Sanchez
Utility Coordinator

Enclosures

RECEIVED
CITY OF MIAMI BEACH
17 MAR - 2 PM 4:52
ADMINISTRATIVE CENTER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
 (AT UTILITY EXPENSE)

Form No. 710-010-56
 UTILITIES
 11/14

Financial Project ID: 430444-1-32-02	Federal Project ID: N/A
County: Miami Dade	State Road No.: 907
District Document No:	
Utility Agency/Owner (UAO): City of Miami Beach	

THIS AGREEMENT, entered into this 24th day of February, year of 2017, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT," and City of Miami Beach, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as SR-907(Alton Road) from s/o Ed Sullivan Dr./43 St. to e/o Allison Road, State Road No.: 907, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **DEPARTMENT** and the **UTILITY** have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into an agreement providing for the design of the Utility Work by the engineer designing the Project for the **FDOT**, hereinafter referred to as the "**FDOT Consultant**," which design of the Utility Work shall hereinafter be referred to as the "Utility Design"; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Design;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **FDOT Consultant** shall prepare, at the **UAO's** sole cost and expense, final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work (hereinafter referred to as the "Plans Package") more specifically described in the **FDOT's** Supplemental Agreement # TBD to Consultant TBD Design Services Contract.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- c. The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in

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11/14

accordance with the **FDOT's** guidelines on preparation of technical special provisions.

- f. The **FDOT Consultant** shall provide a copy of the proposed Plans Package to the **UAO**, for review at the following stages: 90%, PS&E, Plans Complete Submittals. The **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- g. In the event the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- h. The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- i. The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: See Exhibit "A". These exceptions shall be handled by separate arrangement.

2. Cost of Design

- a. The **UAO** shall be responsible for all costs of the Utility Design.
revise amount TBD
- b. The **UAO** agrees that it will, at least thirty (30) days prior to the **FDOT** issuing the Supplemental Agreement referred to in Paragraph 1 hereof, furnish the **FDOT** an advance deposit of \$386,771.17 for the payment of said Utility Design. It is understood that the **FDOT's Consultant** shall not begin any Utility Design until the **FDOT** has received the above payment and that if such payment is not received on or before N/A this Agreement shall be null and void. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2. d. below is less than the advance deposit, a refund of any excess will be made by the **FDOT** to the **UAO**. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement described in Paragraph 1 hereof is necessary in order to properly complete the Utility Design, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement to the **FDOT Consultant** for the additional work.
revise exhibit A to include the installation of a sanitary sewer system along Alton Road
- c. The payment of funds under this Agreement will be made (choose one):
 - directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and the **FDOT** Comptroller's Office prior to execution of this agreement.
- d. Upon final payment to the **FDOT Consultant**, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the Utility Design within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes.

3. Default

- a. In the event the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form No. 710-010-56
UTILITIES
11/14

- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement,

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Form No. 710-010-56
UTILITIES
11/14

whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

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Form No. 710-010-56
 UTILITIES
 11/14

If to the UAO:
<u>ERIC CARPENTER, P.E. Assistant City Manager</u>
<u>1700 Convention Center Dr.</u>
<u>Miami Beach, FL 33139</u>

If to the FDOT:
<u>ANTONIO SOTO District Utilities Administrator</u>
<u>1000 NW 111th Ave. Room 6102B</u>
<u>Miami, FL 33172</u>

7. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY:

BY: (Signature)

(Typed Name: Philippeine Mayor)

(Typed Title: Mayor)

APPROVED AS TO
 FORM & LANGUAGE
 & FOR EXECUTION

DATE: 6/13/16

(Signature) 6/14/16
 City Attorney Date

Recommend Approval by the District Utility Office

BY: (Signature)

(Signature)

DATE: 2/23/17

FDOT Legal review

BY: (Signature)

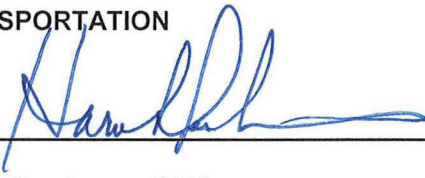
(Signature)
 District Counsel

DATE: FEB 28 2017

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UTILITIES
11/14

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 2/28/17

(Typed Name: Harold A. Desdunes, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)



Financial Project ID No's.: 430444-1-56-01
Proposed 8"/20" Water Main JPA Installation along SR 907/Alton Road
From south of Ed Sullivan Drive/ 43rd Street to W 63rd Street
Miami-Dade County, Florida

Stantec Consulting Services Inc.
901 Ponce de Leon Boulevard Suite 900
Coral Gables FL 33134
Tel: (305) 445-2900
Fax: (305) 445-3366

1 SCOPE OF WORK

The purpose of this scope of services is to provide consulting engineering services to the City of Miami Beach for design, permitting, preparation of technical special provisions, electronic delivery and post design activities in relation to the installation of approximately 12,000 LF of 8" DIP and 8,890 LF of 20" DIP water main along SR 907/Alton Road from south of Ed Sullivan Drive/ 43rd Street to W 63rd Street and along W 63rd Street Alton Road to La Gorce Dr. See detailed scope in Exhibit A for additional information.

2 SCHEDULE

Design Schedule and submittal is based on the Roadway design schedule.

PS&E (100%) Submittal 10/3/2016
Plans Complete Submittal 1/16/2017
Letting 7/29/2020

3 ESTIMATE OF WORK EFFORT

See attached Estimate of Work Effort and Fee Spreadsheet – Exhibit B

4 REQUEST TO UTILIZE / ADD SUB-CONSULTANT

Survey Sub-consultant to be utilized.

5 DELIVERABLES

Plans, Permits, Engineer's Opinion of Probable Cost, soft digs of existing utilities and Technical Special Provisions for the installation of the proposed watermain replacement.

6 EXCLUSIONS

Permit fees will be paid by City of Miami Beach.

Environmental services for contamination clean-up if encountered.

7 METHOD OF COMPENSATION

The proposed services will be compensated in the form of a Lump Sum of **\$386, 771.17** Compensation will be based on progress submittals of construction documents. Additional services beyond the project scope will require prior approval and separate letter of authorization with justification for the request.

8 PRELIMINARY ESTIMATE OF PROBABLE COSTS

See Preliminary Engineer's Opinion of Probable Cost in Exhibit C.

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9 CONSULTANT ACCEPTANCE

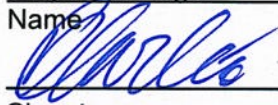
Prepared For Stantec by:

Dave Clarke, P.E. _____

Name

Project Manager _____

Name



Signature

9-10-2015 _____

Date

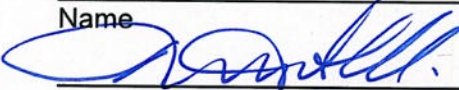
Reviewed and accepted for Stantec by:

Ramon Castella, P.E. _____

Name

Vice-President _____

Name



Signature

9-10-2015 _____

Date

10 SCOPE OF WORK

Approved for by City of Miami Beach by:

Name

Name

Signature

Date

Financial Project ID No's.: 430444-1-56-01
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Miami-Dade County, Florida



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Exhibit A – Scope of Services

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Scope of Work

The scope of the work for this Task Work Order (TWO) includes:

- Installation of approximately 12,000 LF of 8" ductile iron pipe (DIP) water main and fittings along SR 907/Alton Road, from south of 43rd Street to W 48th Street and from Lake View Drive to W 63rd Street.
- Installation of approximately 8, 890 LF of 20" DIP and fittings along SR 907/Alton Road from Lake View Drive to W 63rd Street and along W 63rd Street Alton Road to La Gorce Drive.
- Establishing new tie-ins and reconnections of existing water mains at the following intersections/locations;
 - Reconnection to existing 8" water main at 43rd street.
 - New 6" water main connection and reconnection of the existing 6" water main at W 44th Street.
 - New 6" water main connection and reconnection of the existing 6" water main at W 44th Court.
 - New 8" water main connection and reconnection of the existing 8" water main at W 45th Street.
 - New 8" water main connection and reconnection of the existing 6" water main at W 46th Street.
 - New 12" water main connection and reconnection of the existing 12" water main at W 47th Street (East side) and new 6" water main with stub out on west side. New 4" water main on east side connected to the new 12" water main extending north (~200 LF) of W 47th Street and service meters.
 - New 6" water main connection and reconnection of the existing 6" water main at W 47th Court.
 - New 12" water main connection and reconnection of the existing 20" water main at W 48th Street (west side).
 - Sand blast and paint the two (2) existing 20" water main currently attached to existing Alton Road Bridge crossing Surprise Waterway just north of W 48th Street.
 - New 6" water main connection with reconnection to existing 6" water main at N Bay Road (west side) and Lakeview Road Drive (east side).
 - New 8" water main connection and reconnection of the existing 8" water main at W 51st Street (east side).
 - New 6" water main connection with stub-out at W 51st Street (west side)

Financial Project ID No's.: 430444-1-56-01
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- New 8" water main connection with stub-out at W 52nd Street (west side) and new 8" water main with reconnection to existing 8" water main on east side.
 - New 6" water main connection with stub-out at W 53rd Street (west side) and new 3" service main and connection to existing 3" service water main on east side (from new 20" water main).
 - New 8" water main connection and reconnection of the existing 8" water main at W 54th Street (west side) and new 4" water main with reconnection to existing 4" water main on east side.
 - New 6" water main connection with stub-out at W 56th Street (west side) and new 8" water main and reconnection to existing 8" water main on east side (from new 20" water main).
 - New 4" water main at approximate station 252+72 just south of W 57th street.
 - New 8" water main connection with stub-out at W 57th Street (east and west side).
 - New 8" water main connection and reconnection of the existing 8" water main at W 58th Street (west side) and new 4" water main (east side) and transition to new 3 Galv. water service. New 3" galv. water service will be connected to existing 3" galv. water service.
 - New 8" water main connection with stub-out at W 59th Street (east and west side).
 - New 6" water main connection with stub-out at W 60th Street (west side) and new 2" water service connection with reconnection to existing 3" galv. water service on east side (from new 20" water main).
 - New 6" water main connection and reconnection to the existing 6" water main at W 62nd Street (east side) and connection to new 8" water main (west side).
 - Connection to existing 20" water main along W 63rd Street at La Gorce Drive.
 - Reconnection to existing 24" water main with stub-out along Alton Road near La Gorce Drive.
- Installation of new fire hydrants, service lines, and water meters along Alton Road from south of Ed Sullivan Drive/ 43rd Street to W 63rd Street.

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-
- Adjustment of existing water utility valve boxes and sanitary manholes along Alton Road from Ed Sullivan Drive/ 43rd Street to W 63rd Street.
 - Abandonment in-place of the existing 2" 3" 4", 6" 8" 10" 12" & 20" water line along Alton Road from Ed Sullivan Drive/ 43rd Street to W 63rd Street.
 -

Note: Length of stub-outs at side street connections will extend up to the limits of the FDOT roadway construction/milling project.

Services to be provided

The Scope of Work for this TWO includes the following:

1. Coordination with:
 - a. Florida Dept. of Transportation (FDOT)
 - b. City of Miami Beach
 - c. Miami-Dade Department of Regulatory Economic Resource (RER) formerly DERM
 - d. City of Miami Beach Fire Department
 - e. Department of Environmental Protection
 - f. US Army Core of Engineers
2. Review available utility as-built information and prepare markups of FDOT Utility Adjustment Sheets for roadway design engineer to revise/correct existing utility base files as noted
3. Development of a preliminary alignment along Alton Road and proposed tie-in locations for new and existing laterals
4. Detailed design (plan and profile) of 8" water main and associated connections and appurtenances along SR 907/Alton Road, from south of 43rd Street to W 63rd Street.

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-
5. Detailed design (plan and profile) of 20" water main and associated connections and appurtenances along SR 907/Alton Road, from Lake View Drive to W 63rd Street and along W 63rd Street Alton Road to La Gorce Drive.
 6. Detailed design (plan and profile) of new 8" water main laterals (stub outs and reconnections) at W 43rd Street, W 45th Street, W 51st Street (east side), W 52nd Street (west side), W 54th Street (west side), W 56th Street (east side), W 57th Street (east and west side), W 58th Street (west side), W 59th Street (east and west side), and W 62nd Street (west side).
 7. Detailed design (plan and profile) of new 6" laterals (stub outs and reconnections) at W 44th St, W 44th Court, W 46th Street, W 47th Court, W 47th Street, N Bay Road (west side), Lakeview Road Drive (east side), W 51st Street (west side), W 53rd Street (west side), W 54th Street (east side), W 56th Street (west side), W 60th Street (west side), W 62nd Street (east side) and W 42nd Street.
 8. Detail design (plan and profile) of new 4" laterals along Alton Road, at W 47th Street, approximate station 252+72 just south of W 57th street, and W 58th Street (east side).
 9. Detail design (plan and profile) of new 12" water main along Alton Road at, W 47th Street, W 48th Street (west side), .
 10. Detail design (Plan and Profile) for new fire hydrants
 11. Design in plan view only for replacement of existing water meter services along SR 907/Alton Road, from south of Ed Sullivan Drive/ 43rd Street to W 63rd Street. Summary table of size, offset and location of new water meters will be provided.
 12. Summary table for adjustments to existing water and sanitary utilities surface appurtenances on SR 907/Alton Road, from south of Ed Sullivan Drive/ 43rd Street to W 63rd Street.
 13. Preparation and submittal of permit applications to:
 - a. Miami-Dade Department of Regulatory Economic Resource (RER) formerly DERM
 - b. Department of Health
 - c. City of Miami Beach Fire Department
 - d. US Coast Guard
 - e. Department of Environmental Protection
 - f. US Army Core of Engineers
 14. Preparation of Engineers Opinion of Probable Construction Cost

Financial Project ID No's.: 430444-1-56-01
Proposed 8"/20" Water Main JPA Installation along SR 907/Alton Road
From south of Ed Sullivan Drive/ 43rd Street to W 63rd Street
Miami-Dade County, Florida



Stantec Consulting Services Inc.
901 Ponce de Leon Boulevard Suite 900
Coral Gables FL 33134
Tel: (305) 445-2900
Fax: (305) 445-3366

15. Preparation of Construction Plans:

- Cover Sheet with Sheet Index
- General Notes
- Legend and Key Plan
- Tabulation of Quantities – water main
- Tabulation of Quantities – Valve and Manhole adjustment
- Tabulations of Quantities – Water meter (pipes & meter)
- Plan and Profile for mainline (As described in items 4 and 5 above)
- Plan and Profile for side streets (Laterals as described in items 6 thru 10 above)
- Plan and profile (proposed fire hydrant connections)
- Traffic Control Notes
- Traffic Control Plans
- General Details
- Typical Details
- FDOT Computation Book

16. Prepare Technical Special Provisions (TSPs) required for:

- a. Water main construction

17. Prepare Engineers Estimate of Probable Construction Cost in FDOT format

18. Electronic Delivery of the proposed design JPA per FDOT requirements and Final CAD delivery to City of Miami Beach.

19. Post Design Services including:

- a. Preconstruction Conference

Financial Project ID No's.: 430444-1-56-01
Proposed 8"/20" Water Main JPA Installation along SR 907/Alton Road
From south of Ed Sullivan Drive/ 43rd Street to W 63rd Street
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- b. Shop Drawing review
- c. Change order evaluation and recommendations
- d. RFIs and Engineers Supplemental Instructions (ESI's)
- e. Field visits

Assumptions/Clarifications:

Assumptions and exclusions for this Scope of Work include:

1. Scope has been prepared assuming that the two (2) 20" WM crossing Surprise Waterway just north of W 48th Street will remain attached to the existing Bridge. If determined that the (2) 20" WM will be a sub aqueous crossing then additional topographic survey of the water way and bridge foundation will be required. Stantec will also be entitled to additional compensation for the detailed design for the sub aqueous crossing of the bay.
2. Subsurface geotechnical investigations have been completed for the roadway design and provide sufficient data and design recommendations to complete the watermain design. No additional geotechnical engineering, design, or evaluation will be required. Available data and geotechnical reports will be provided to the Engineer.
3. Project limits of proposed water utility improvements do not extend up beyond the limits of the proposed FDOT roadway construction/milling.
4. No structural analysis or design is required for this project.
5. Design and/or specification of cathodic protection systems is not required for this project.
6. Design of sheet piling is not required for this project.
7. Summary of Water and sanitary valve box & manhole adjustment provided a tabular table.
8. Line and lay drawings and fitting schedules are not required for this project.
9. Project excludes design of any sanitary sewer gravity pipelines or force mains.
10. Engineer shall prepare and make a total of three submittals to City of Miami Beach for review (90%, PS&E, and Plans Completed/Final). Engineer shall be entitled to additional compensated for additional and/or supplemental submittal requests.

Financial Project ID No's.: 430444-1-56-01
Proposed 8"/20" Water Main JPA Installation along SR 907/Alton Road
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-
11. Engineer shall prepare and make a total of six submittals to FDOT which coincide with the 90%, PS&E, Plans Completed, Production Date, Plans to specs and plans to Tally per Project Schedule milestones.
 12. Shop drawing review is limited to 4 submittals, including resubmittals.
 13. Change order reviews are limited to 1 submittal.
 14. RFI's & ESI's are limited to 25 submittals.
 15. Field visits are limited to 10 trips.

Current FDOT Projects Information

The City of Miami Beach water utility improvements detailed in this Scope of Work will be incorporated under FDOT project FPID No. 430444-1-52-01 along SR 907/Alton Road, from south of Ed Sullivan Drive/ 43rd Street to W 63rd Street.



Financial Project ID No's.: 430444-1-56-01
Proposed 8"/20" Water Main JPA Installation along SR 907/Alton Road
From south of Ed Sullivan Drive/ 43rd Street to W 63rd Street
Miami-Dade County, Florida

Stantec Consulting Services Inc.
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Fax: (305) 445-3366

Financial Project ID 430444-1-52-01

Project Manager: Hong Benitez, PE

Contact Number: (305) 470-5471

Email: hong.benitez@dot.state.fl.us

FDOT Scope of Work: Roadway reconstruction, drainage improvements (including Storm water Pump Stations), intersection improvements, milling and resurfacing, adjustment of valves and manholes, sidewalk and curb ramps, signing and pavement markings signalization.

Production Schedule:

PS&E (100%) Submittal 10/3/2016

Plans Complete Submittal 1/16/2017

Letting 7/29/2020

Financial Project ID No's.: 429193-1-56-01
Proposed 8"/12" Water Main JPA Installation along SR 907/Alton Road
From south of Ed Sullivan Drive/ 43rd Street to W 63rd Street
Miami-Dade County, Florida



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Exhibit B - Work Effort Spreadsheet

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ESTIMATE OF WORK EFFORT AND FEE



CONSULTANT: STANTEC CONSULTING SERVICES INC.

WPI NO.: N/A

DESCRIPTION: Proposed 8"/20" Water Main JPA Installation on SR 907/Alton Road.

CONST. YR. 2018

COUNTY: MIAMI-DADE

From: south of Ed Sullivan Drive/ 43rd Street

To: W 63rd Street

CLASSIFICATION	W O R K %	MANHOURS				HOURLY RATE (W/OUT OM)	FIXED FEE (OM)	TOTAL HOURLY RATE	ESTIMATED COST
		A WATER MAIN	B POST DESIGN SERVICE	TOTAL WORK EFFORT	ELEMENTS				
S T A N T E C	CHIEF ENGINEER	5%	147	15	162	\$ 211.43	\$ 23.52	\$234.95	\$38,061.90
	PROJECT MANAGER	10%	294	30	324	\$ 184.15	\$ 20.48	\$204.63	\$66,300.12
	PROJECT ENGINEER	15%	441	44	485	\$ 118.51	\$ 13.18	\$131.69	\$63,869.65
	ENGINEER	15%	441	44	485	\$ 96.49	\$ 10.73	\$107.22	\$52,001.70
	ENGINEERING TECHNICIAN	40%	1,177	118	1295	\$ 67.81	\$ 7.54	\$75.35	\$97,578.25
	ENGINEERING INTERN	15%	441	44	485	\$ 78.82	\$ 8.77	\$87.59	\$42,481.15
	SUB TOTAL	100%			3236			\$111.34	\$360,292.77
H A D O N N E	SURVEYOR & MAPPER (Soft-dig)		8		8	\$ 75.48	\$ 8.12	\$83.60	\$668.80
	SURVEY TECHNICIAN (Soft-dig)		80		80	\$ 45.95	\$ 4.94	\$50.89	\$4,071.20
	UTILITY COORDINATOR		26		26	\$ 90.68	\$ 9.76	\$100.44	\$2,611.44
	CLERICAL		8		8	\$ 40.42	\$ 4.35	\$44.77	\$358.16
	SUB TOTAL				122			63.19	\$7,709.60
SOFT-DIG SURVEY	SURVEY 3-MAN CREW- DAYS		20				20	\$938.44	\$18,768.80
TOTALS					3358				\$18,768.80

If revised estimate, give reasons for revisions

Estimator Dave E. Clarke
Date: 9/10/2015

Services for Hadonne Sub consultant are included in Sub activities 5 & 6

TOTAL CONTRACT FEE COMPUTATIONS-(STANTEC)

(a)	Total Loaded Salary	\$360,292.77
(b)	TOTAL OVERHEAD ⁽¹⁾	\$0.00
(c)	OPERATING MARGIN ⁽²⁾	\$0.00
(d)	FCCM ⁽³⁾	\$0.00
(e)	DIRECT EXPENSE ⁽⁴⁾	\$0.00

SUB TOTAL CONTRACT AMOUNT (LUMP SUM)-STANTEC \$360,292.77

Notes:

- (1) Total Overhead (General) = Included in (a) Total Loaded Salary
- (2) Operating Margin = Included in (a) Total Loaded Salary
- (3) Facilities Capital Cost of Money (FCC) = Included in (a) Total Loaded Salary
- (4) Direct Reimbursables (Out-of-Picket) = Included in (a) Total Loaded Salary

TOTAL CONTRACT FEE COMPUTATIONS (HADONNE)

(a)	Total Loaded Salary	\$7,709.60
(b)	TOTAL OVERHEAD ⁽¹⁾	\$0.00
(c)	OPERATING MARGIN ⁽²⁾	\$0.00
(d)	FCCM ⁽³⁾	\$0.00
(e)	DIRECT EXPENSE ⁽⁴⁾	\$0.00

TOTAL CONTRACT AMOUNT (LUMP SUM)-HADONNE \$7,709.60

SUB TOTAL CONTRACT AMOUNT (LUMP SUM)-SURVEY \$18,768.80

GRAND TOTAL CONTRACT AMOUNT (LUMP SUM) \$386,771.17

**Proposed 8" /20" Water Main JPA Installation on SR 907/Alton Road.
 FINANCIAL PROJECT No.:430444-1-56-01
 Water Main Plans**

ACTIVITY: **A. (WATER PLANS)**

SUBACTIVITY: **1 (Design Analysis)**

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Pipe Line Alignment & Design	LS	1	140		140		Alignment for 8-inch and 20-inch and interconnection to 24-inch WM at intersection La Gorce and Alton Road.
2	Structural Analysis	LS	0	0		0		No structural analysis or design is required for this project.
3	Biscayne Water Way Crossing	LS	1	25		25		Evaluation of sand blasting and painting options of existing water main including specifications
4	Field Reviews	EA	3	12		36		Estimate is for 4 field visits @ 4 hours each (2 persons) and includes preparation, travel, and documentation time. First review will be conducted after 60% plans have been produce to ensure verify proposed location. Final JPA plans to ensure constructability and connection points.
5	Field Survey & Service Location	LS	1	240		240		Includes field inventory and review location of all existing water meters (~133), valves and back flow preventers, fire lines and fire hydrants along the corridor and side street. Determine sixe of service connections by opening each water meter. (Estimate 2 people x 20 days x 6 hours)
6	Transfer Existing Utilities to Plan/Profile	EA	10	4		40		Assume there are 10 UA/Os within the project limits
7	Contract File (Set-up and maintenance)	LS	1	16		16		Setup project, maintenance of files, schedule updates, sub-consultant management, progress reports etc.
8	Computation Book & Quantities	LS	1	16		16		As required by FDOT.
9	C.E.S. Summary of Pay Items	LS	1	40		40		Trans*port development and update of quantities for water main and coordination with FDOT-D6 Design Section.
10	Special Provisions / Specifications	LS	1	25		25		Technical Special Provisions for water main
11	Prepare Construction Cost Estimate	LS	1	30		30		Includes preparation of engineers estimate of probable construction cost in FDOT formats and revisions as necessary
12	Traffic Control Analysis	LS	1	150		150		Maintenance of Traffic (MOT) for construction of the water main and associated laterals.
13	Signing & Marking Analysis	LS	0	0		0		
14	Coordination Meetings	EA	4	8		32		Coordination with FDOT-D6 Design Section staff (two), City of Miami Beach, Fire Department. Includes meeting preparation, minutes and follow up.
15	Geotech Investigation (Including Contamination)	LS	1	32		32		Review Geotech information provided by FDOT for installing water main, check for contamination and determine if special fittings and wrap are required for water main
SUBACTIVITY SUBTOTAL						822		
16	Quality Assurance/Quality Control	%	5%			41		
17	Attend FDOT Field Review Meetings	EA	2	8	0	16		Assume 2 persons x 4 hours x 2 trips. These trips are for mandatory field phase review meetings as per FDOT prior to project completion. One meeting at PS&E and another at final completion.
SUBACTIVITY TOTAL						879		

**Proposed 8" /20" Water Main JPA Installation on SR 907/Alton Road.
 FINANCIAL PROJECT No.:430444-1-56-01
 Water Main Plans**

ACTIVITY: **A. (WATER PLANS)**

SUBACTIVITY: **2 (Construction Plans)**

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Key Sheet/Key Plan	Sheet	1	4		4	Develop standard FDOT cover sheet for JPA projects
2	General Notes	Sheet	1	6		6	Development of project specific general notes, Department of Health and FDOT D6
3	Legend and Key Plan	Sheet	3	12		36	Key map of all plan sheets and legends all symbols used
4	Tabulation of Quantities and Pay Item Notes	Sheet	5	12		60	Tabulation of quantities using FDOT basis of estimate
5	Summary of Valve and Manhole adjustment	Sheet	1	30		30	Establish station and off set for valves and manholes to be adjusted
6	Summary of water meter service and service lines	Sheet	1	35		35	Establish station and off set for all new meters, meters to be removed and length of 2" PE service line
7	8" Water main Plan/Profile Sheets	Sheet	24	16		384	This includes all work to create elements showing the mainline alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets for proposed water main and existing utilities per FDOT standards.
8	20" Water main Plan/Profile Sheets	Sheet	16	16		256	This includes all work to create elements showing the mainline alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets for proposed water main and existing utilities per FDOT standards.
9	Laterals Connections Plan/Profile Sheets	Sheet	19	16		304	This includes all work to create elements showing the side street alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets for proposed water main and existing utilities per FDOT standards
10	Fire Hydrant Connection Plan/Profile Sheets	Sheet	6	16		96	
11	Structural Details	Sheet	0	0		0	
12	General Details	Sheet	1	8		8	
13	Typical Details	Sheet	2	8		16	
14	Pavement and Base Restoration/General Notes and Details	Sheet	1	4		4	Includes Pavement restoration detail and to match FDOT final reconstructed or milled pavement surface
15	Core Boring Reports	Sheet	0	0		0	
16	Traffic Control Notes	Sheet	1	8		8	Maintenance of Traffic (MOT) for construction of the 8", 20" & interconnection to existing 24 water main and associated laterals.
17	Traffic Control Typical Sections	Sheet	2	12		24	Includes Typical section with phasing notes for each phase
18	Traffic Control Plan	Sheet	30	16		480	Maintenance of Traffic (MOT) for construction of the 8-inch, 20-inch WM and interconnection to 24-inch WM at intersection La Gorce and Alton
19	Electronic Delivery	LS	3	12		36	Electronic delivery per FDOT, includes CADD compliance, CDs etc for 3 submittals
20	Phase Review Meetings	EA	4	6		24	Attend Phase Review Meetings with City and FDOT During 90%, and PS&E Submittal. Total of 4 meetings
21	FDOT Submittals	EA	4	10		40	Additional submittals to satisfy Plans Completed, Production Date, Plans to specs and Plans to Tally per FDOT Project Schedule milestones
SUBACTIVITY SUBTOTAL					1851		
22	Quality Assurance/Quality Control	%	5%			93	
SUBACTIVITY TOTAL					1,944		

Proposed 8" /20" Water Main JPA Installation on SR 907/Alton Road.
 FINANCIAL PROJECT No.:430444-1-56-01
Water Main Plans

ACTIVITY: **A. (WATER PLANS)**

SUBACTIVITY: **3 (Permits)**

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Prepare Permit Applications	LS	1	35		35		Complete and submit permit applications to DERM, Department of Health, US Army Core (sand blasting and Painting of water main). Includes permit research for contamination per DERM requirements.
2	Coordination and RFI with Permitting Agencies	LS	1	55		55		Response to RFI from permitting agencies, plan revisions and updates etc.
3	Permit Meetings	EA	5	6		30		Assume 5 meetings at 6 hours including prep time, travel time and follow up
4	Permit Fees	LS						To be paid by City of Miami Beach. Stantec will request check from City once permit package is ready to be submitted.
SUBACTIVITY TOTAL						120		

Proposed 8" /20" Water Main JPA Installation on SR 907/Alton Road.
 FINANCIAL PROJECT No.:430444-1-56-01
Water Main Plans

ACTIVITY: B. (POST DESIGN)

SUBACTIVITY: 4 (Post Design Services)

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Post Design Services-Pre-Construction Meeting	EA	1	4		4		Includes attendance, travel time preparation for meeting and follow up.
2	Shop Drawing Review	LS	1	50		50		Review of WM Pipe Shop drawings and substitute materials
3	Engineering Assistance & RFI's	EA	17	6		102		Investigation and preparation of responses to RFI's from the Contractor regarding WM Pipe construction:
4	Construction Site Visits	LS	1	80		80		Based on 10 site visits, 2 staff, 4 hours each. (includes preparation and documentation of site visit observations to resolve any construction issues including unforeseen conflicts with existing conditions and constructability issues
5	Plans Update & Revisions	EA	6	6		36		Miscellaneous changes or site specific details as requested and approved by the CEI and FDOT that may be required to resolve an unforeseen field condition conflict. Assume 10 at 6 hours
6	Review Preliminary As-built Drawings Review	LS	1	24		24		Review preliminary As-builts submitted by the Contractor to ensure water main installed as per City's standards and specifications. Final review and acceptance by City of Miami
SUBACTIVITY TOTAL						296		

Proposed 8" /20" Water Main JPA Installation on SR 907/Alton Road.
 FINANCIAL PROJECT No.:430444-1-56-01
Water Main Plans

ACTIVITY: (SUBCONSULTANT)

SUBACTIVITY: 5 (Utility Coordination)

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Initial Contact with Utility Agency Owner (UAO)	LS	1	8		8		Perform Initial contact to obtain all existing as-built information from the existing UA/O on the project
2	Coordination with UAO	LS	10	2		20		Follow up with UA/O for additional information, mark ups and transmittal of plans to ensure no conflict with their existing utilities. Assume 4 hours per UA/O
3	Coordination of Utility Installation	LS	0	0		0		
4	Attend Utility Meetings	EA	3	2		6		Prepare agenda, attend utility meeting, prepare minutes and follow up
SUBACTIVITY SUBTOTAL						34		
SUBACTIVITY TOTAL						34		

Proposed 8" /20" Water Main JPA Installation on SR 907/Alton Road.
 FINANCIAL PROJECT No.:430444-1-56-01
Water Main Plans

ACTIVITY: (SUBCONSULTANT)

SUBACTIVITY: 6 (Survey/Test holes Services)

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Survey and Mapping Services	LS	1	8		8		
2	Soft Digs	LS	1	80		80		Based on 30 soft digs.
3	Survey 3-Man Crew	Days	20					
SUBACTIVITY TOTAL						88		

**Financial Project ID No's.: 429193-1-56-01
Proposed 8"/12" Water Main JPA Installation along SR 907/Alton Road
From south of Ed Sullivan Drive/ 43rd Street to W 63rd Street
Miami-Dade County, Florida**



Stantec Consulting Services Inc.
901 Ponce de Leon Boulevard Suite 900
Coral Gables FL 33134
Tel: (305) 445-2900
Fax: (305) 445-3366

Exhibit C – Preliminary Engineer’s Estimate of Probable Construction Cost

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION

8"/20" Water Main along SR 907/Alton Road, From south of 43rd Street to W 63rd Street

For City of Miami Beach (Water)

FDOT Financial Project ID No.: 430444-1-56-01

By: DC
 Check By: TA
 Date: 6/18/2015
 Revised: 6/19/2015

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED COST
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8" & 20" Ductile Iron Water Main & Fittings

1	MANHOLE, ADJUST, UTILITIES	EA	35	\$ 600.00	\$ 21,000.00
2	VALVE BOXES, ADJUST	EA	10	\$ 350.00	\$ 3,500.00
3	UTILITY PIPE,F&I,PE,WATER,2" - 4.9" (assume 80-ft for 78 meters and 35-ft for 167 meters)	LF	12,085	\$ 50.00	\$ 604,250.00
4	UTILITY PIPE,F&I,Brass,WATER,2" - 4.9"	LF	140	\$ 40.00	\$ 5,600.00
5	UTILITY PIPE,F&I, 4" DI/CI,WATER, PIPE & FITTINGS	LF	100	\$ 65.00	\$ 6,500.00
6	UTILITY PIPE,F&I, 6" DI/CI,WATER, PIPE & FITTINGS (+FH Conection ~50')	LF	1,600	\$ 85.00	\$ 136,000.00
7	UTILITY PIPE,F&I, 8" DI/CI,WATER, WATER, PIPE & FITTINGS	LF	12,000	\$ 110.00	\$ 1,320,000.00
8	UTILITY PIPE,F&I, 10" DI/CI,WATER, WATER, PIPE & FITTINGS	LF	120	\$ 145.00	\$ 17,400.00
9	UTILITY PIPE,F&I, 12" DI/CI,WATER, WATER, PIPE & FITTINGS	LF	230	\$ 150.00	\$ 34,500.00
10	UTILITY PIPE,F&I, 20" DI/CI,WATER, WATER, PIPE & FITTINGS	LF	8,890	\$ 180.00	\$ 1,600,200.00
11	UTILITY PIPE, CUT,& GROUT FILL 8" & 12"	LF	21,240	\$ 10.00	\$ 212,400.00
12	UTILITY FIXTURE,F&I, 2" - 4.9", METER/VALVE BOX	EA	243	\$ 300.00	\$ 72,900.00
13	UTILITY FIXTURE,F&I, 2" - 4", VALVE ASSEMBLY	EA	3	\$ 800.00	\$ 2,400.00
14	UTILITY FIXTURE,F&I, 2" - 4.9",VAC/AIR ASSEMBLY	EA	10	\$ 2,700.00	\$ 27,000.00
15	UTILITY FIXTURE,F&I, 6", VALVE ASSEMBLY	EA	35	\$ 1,200.00	\$ 42,000.00
16	UTILITY FIXTURE,F&I, 6" - 19.9",TAPPING SLEEVES	EA	12	\$ 5,334.00	\$ 64,008.00
17	UTILITY FIXTURE,F&I, 8",VALVE ASSEMBLY	EA	38	\$ 1,938.00	\$ 73,644.00
18	UTILITY FIXTURE,F&I, 12",VALVE ASSEMBLY	EA	2	\$ 2,500.00	\$ 5,000.00
18	UTILITY FIXTURE,F&I, 20",VALVE ASSEMBLY	EA	4	\$ 12,000.00	\$ 48,000.00
19	UTILITY FIXTURE,F&I, 20",TAPPING SADDLE/SLEEVE	EA	5	\$ 20,000.00	\$ 100,000.00
20	UTILITY FIXTURE, REMOVE & DISPOSE (WATER METER)	EA	243	\$ 150.00	\$ 36,450.00
21	FIRE HYDRANT,F&I,STD,2 WAY,FLUSH TYPE, ONE PUMPER, 6"	EA	27	\$ 4,500.00	\$ 121,500.00
22	FIRE HYDRANTS (REMOVE)	EA	39	\$ 2,000.00	\$ 78,000.00

Subtotal					\$ 4,632,252.00
Contamination Assessment Remediation (CAR) Services - To Be Determined During Construction			7.0%		\$ 324,257.64
Subtotal Construction and Car Services					\$ 4,956,509.64
Maintenance of Traffic	percent of construction		7.0%		\$ 346,955.67
Mobilization	percent of construction		7.5%		\$ 371,738.22
Contingency Fund	percent of construction		10.0%		\$ 495,650.96
Construction Engineering Administration (CEA)	percent of construction		2.0%		\$ 99,130.19
Subtotal Construction Allowances					\$ 1,313,475.05

Total Estimated Cost of Utility Work					\$6,269,984.69
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THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Miami Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR-907(Alton road) from s/o Ed Sullivan Dr./43 St. to e/o Allison Road
Project #: 430444-1-32-02
County: Miami Dade

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

RECEIVED
 DFS, STATE OF FLORIDA
 COLLATERAL MANAGEMENT
 2017 MAR -1 PM 1:55
 PUBLIC AFFAIRS
 17 MAR 10 PM 12:18

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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RECEIVED
DFS, STATE OF FLORIDA
PLANNING MANAGEMENT

2017 MAR -1 PM 1:59

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

Jason D. Adank

For FDOT-OOC (signature)

Jason D. Adank, CPA
Deputy Comptroller, GAO

Name and Title

59-3024028

Federal Employer I.D. Number

2/28/17

Date

[Signature]

For PARTICIPANT (signature)

Mayor Philip Levine

Name and Title

59-6000372

Federal Employer I.D. Number

6/13/16

Date

FDOT Legal Review:

[Signature]

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]

City Attorney

6/10/16

Date

Bert Wilkerson

For Escrow Agent (signature)

Bert Wilkerson, Director of Treasury

Name and Title

3/1/2017

Date

RECEIVED
DFS, STATE OF FLORIDA
COLLATERAL MANAGEMENT
2017 MAR -1 PM 1:59

Invoice Date	Invoice Number	Description	Invoice Amount
01/23/2017	JPA AGREEMENT 43-63	907/ALTON ROAD PROJECT 43-53 STREETS	\$386,772.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
46362	STATE OF FLORIDA DEPARTMENT	00410609	02/09/2017	\$386,772.00

THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, VOID PANTOGRAPH, MICRO-PRINTING AND AN ARTIFICIAL WATERMARK VISIBLE ON THE BACK.

MIAMI BEACH

General Disbursement Account
Miami Beach, Florida

SUNTRUST BANK MIAMI N.A.
64-79/611

Vendor Number	Check Date	Check Number
46362	02/09/2017	00410609

VOID 180 DAYS FROM DATE OF ISSUE

\$386,772.00

Pay Three Hundred Eighty Six Thousand Seven Hundred Seventy Two Dollars and 00 cents *****

To The Order Of

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION
605 SUWANNEE STREET
TALLAHASSEE, FL 32399



Authorized Signature

MP



Authorized Signature

MP

⑈00410609⑈ ⑆061100790⑆ ⑆702702950408⑈

MyBusinessForms.com 877.749.2090

FORM # PSPBGX



DATE=03/02/2017 SEQUENCE=78009876

Account=6702702950408 Serial Number=410609 Amount=\$386772.000

THIS CHECK MUST BE DEPOSITED IN A DEPOSIT ACCOUNT WITH A FINANCIAL INSTITUTION. PRINTING AND AN IMPERFECT WATERMARK VISIBLE ON THE BACK.	MIAMI BEACH	SUNTRUST BANK MIAMI N.A. 64-79/611	Vendor Number 46362	Check Date 02/09/2017	Check Number 00410609
	General Disbursement Account Miami Beach, Florida		VOID 180 DAYS FROM DATE OF ISSUE		
			\$386,772.00		
	Pay Three Hundred Eighty Six Thousand Seven Hundred Seventy Two Dollars and 00 cents *****				
To The Order Of	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION 605 SUWANNEE STREET TALLAHASSEE, FL 32399	 Authorized Signature		MP	
		 Authorized Signature		MP	

⑈00410609⑈ ⑆061100790⑆6702702950408⑈

<p>1 The security features listed below, as well as those not listed, exceed industry guidelines.</p> <p>Security Features: Results of document attention: Microprint Border - Small type/border appears as dotted line when photocopied</p> <p>Void Particulate: - *VOID: appears when photocopied</p> <p>Security Screen: - Absence of "Original Document" watermark on back of check</p> <p style="font-size: 6px;">* FEDERAL RESERVE BOARD OF GOVERNORS REG. C.C.</p>	<p style="font-size: 24px; font-weight: bold; letter-spacing: 0.5em;">ORIGINAL</p> <div style="border: 2px solid black; width: 80%; height: 100%; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <p style="font-size: 12px;">FULLY PRESENTED - 3/1/2017 000000037</p> </div> <p style="font-size: 24px; font-weight: bold; letter-spacing: 0.5em;">DOCUMENT</p>	<p style="text-align: right;">ENDORSE HERE</p> <p style="text-align: right; font-weight: bold;">PAYABLE TO ORDER OF FINANCIAL SERVICE</p> <p style="text-align: right; font-weight: bold;">DEFINITION SERVICES</p> <p style="text-align: right; font-weight: bold;">DEFINITION SERVICES</p> <p style="text-align: right; font-weight: bold;">FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p style="text-align: right; font-weight: bold;">605 SUWANNEE STREET</p> <p style="text-align: right; font-weight: bold;">TALLAHASSEE, FL 32399</p> <p style="text-align: right; font-weight: bold;">BY: <i>[Signature]</i> 3/2/2017 987654</p> <p style="font-size: 6px;">DO NOT WRITE, SIGN OR STAMP BELOW THIS LINE RESERVED FOR FINANCIAL INSTITUTION USE.</p>
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MIAMI BEACH

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

LETTER OF TRANSMITTAL

TO: Ozzie Sanchez
Utility Coordinator
Florida Department of Transportation
District 6 - Adam Leigh Cann Building
1000 NW 111 Avenue, #6102B
Miami, Florida 33172
Telephone: (305) 470-5234

DATE: February 17, 2017

RE: SR907 (Alton Rd) from s/o Ed Sullivan Dr./43 St to e/o Allison Rd # 430444-1-32-02

SENT VIA: Hand Delivery

SENDING:

Under Separate Cover
 Herewith
 Change Order
 Check for JPA Design By FDOT Consultant Agreement

Blue Prints/Xerox Copies
 Copy of Letter JPA
 Meeting Notes

DESCRIPTION:

1.- Check No 41069 to State of Florida Department of Transportation dated 02/09/2017 in the amount of \$386,772

NOTE COMMENTS: _____ FOR REVIEW: _____
NO EXCEPTIONS TAKEN: _____ FOR YOUR USE: X
OTHER: _____ FOR DISTRIBUTION: _____

REMARKS: We are sending with 1 original of the above-described document.
If you require any further assistance, please call me at 305-673-7080
Thank you

RECEIVED BY: *D. Sanchez* DATE: 2-17-2017
SENT BY: Jose M. Rivas P.E.
COPIES THIS LETTER TO: _____
COPIES WITH ENCLOSURES TO: _____

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community