

MEMORANDUM

Agenda Item No. 8(A)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

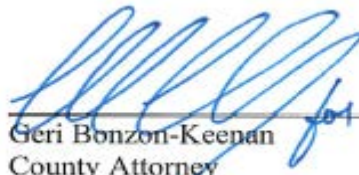
DATE: September 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a contract for sale and purchase between Miami-Dade County, as buyer, and the Greater Miami Expressway Agency ("GMX"), as sellers, for: (1) purchase of a 15,000 square foot property, located east of Miami International Airport at 4000 NW 26th Street for the purchase price of \$1,011,000.00, (2) acceptance of a right-of-way easement from GMX for portion of future NW 118th Place, and (3) reimbursement to seller of \$4,987,168.00 for certain ramp improvements associated with Dolphin Station Park and Ride; authorizing the County Mayor to execute the contract for sale and purchase and easement agreement, to finalize legal description of easement, to exercise all provisions contained therein, and to perform all acts necessary to effectuate this transaction; authorizing the acceptance of the property by a Quitclaim Deed and the expenditure of up to \$15,000.00 for closing costs, and directing the County Mayor to record such deed and easement in the public records

Resolution No. R-844-25

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Natalie Milian Orbis.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Date: September 3, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Authorizing the Acquisition of a property from the Greater Miami Expressway Agency Located at 4000 NW 26 St. Miami, FL 33142

Executive Summary

Miami International Airport (MIA) remains one of the fastest-growing airports in the nation since the global COVID-19 pandemic, underscoring its critical role as Miami-Dade County's largest economic engine. To meet the surging demand for passenger and cargo capacity, the Miami-Dade Aviation Department (Aviation Department or MDAD) has launched the ambitious \$9 billion Future-Ready Modernization in Action Maintenance and Capital Improvement Program—one of the most significant infrastructure investments in County history. This transformative initiative is propelling MIA into a world-class global hub by expanding and upgrading essential facilities, including terminals, concourses, ramps, runways, hotels, parking structures, restrooms, and moving walkways. To support and facilitate this unprecedented growth, MDAD is also strategically acquiring land for compatible uses aligned with the airport's long-term operational needs—such as aviation functions, construction staging, and expanded parking—to help ensure projects move forward efficiently and travelers continue to have a smooth, welcoming experience at MIA.

This item is recommending the County enter into a “Contract for Sale and Purchase” with the Greater Miami Expressway Agency (Seller) for the purchase of a property located east of Miami International Airport (MIA) for the negotiated purchase price of \$1,011,000.00 with closing costs not to exceed \$15,000.00. Folio No. 30-3129-003-0090, known as Parcel 216 (referred to hereinafter as the “Property”), is approximately 15,000 square feet (SF).

The Aviation Department will use this Property as a construction staging area or for parking for future expansion projects in accordance with its CIP. Once the CIP projects are completed the Property will be utilized for developments that generate revenues from commercial tenants.

The closing of this Contract for Sale and Purchase is conditioned on the County reimbursing the Seller for roadway improvement costs related to a Miami-Dade Department Transportation and Public Works (DTPW) mixed-use project that will provide access from NW 118 Place to the County's Dolphin Station Park & Ride Lot located on Telemundo Way, just north of NW 12 Street. The estimated costs associated with the design and construction of this project totals \$4,987,168.00.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution (i) authorizing the approval and execution of the attached Contract for Sale and Purchase between the County and the Seller for the Property, and (ii) exempting the Seller from executing the contract documents prior to Board approval.

More specifically, the Resolution does the following:

- Authorizes the acquisition of the Property, which consists of approximately 15,000 SF of land or +/- .34 of an acre located at 4000 NW 26 Street, Miami, Florida 33142; and
- Authorizes the County Mayor or County Mayor's designee to execute a willing buyer/willing seller Contract for Sale and Purchase (Contract, included as Attachment No. 1 to the Resolution) between the County and the Seller in the amount of \$1,011,000.00 for the Property with closing costs not to exceed \$15,000.00; and
- Approves the reimbursement to Seller of \$4,987,168.00 for costs associated with the design and construction of the Ramp D-1 modifications required to provide NW 118 Place access to the Dolphin Station Park & Ride Lot, and to accept a perpetual right-of-way easement from the Seller to the County for the area underneath Ramp D-1 to facilitate construction and the maintenance of NW 118 Place as a County road.

Scope

The Properties being purchased by the County are in District 6, represented by Commissioner Natalie Milian Orbis, and the Dolphin Park & Ride lot is in District 12, represented by Commissioner Juan Carlos Bermudez; however, the impact of this item is countywide as this Property will become a part of MIA's footprint, which is a regional asset.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to: (1) execute the attached Contract for Sale and Purchase with the Seller and to exercise all rights conferred therein; (2) accept the conveyance of the Property by Quitclaim Deed; (3) accept and execute a perpetual right-of-way easement from the Seller and exercise all options set forth therein; and (4) take all actions necessary to effectuate the acquisition of the Property and acceptance of the easement from Seller.

Fiscal Impact/Funding Source

There is a fiscal impact on the County. Through the Aviation Department, the County shall pay the Seller \$1,011,000.00 with closing costs not to exceed \$15,000.00 to purchase the Property. Two state-certified appraisers appraised the Property. On October 25, 2024, the Property was valued at \$975,000.00 by Slack Johnston Maganheimer Real Estate Appraisers and Consultants, followed by a second appraisal dated on April 30, 2025, for \$1,050,000.00 by Waronker & Rosen, Inc. Both parties negotiated a final purchase price of \$1,011,000.00, which is less than the average of the two appraisals.

The funding source for this purchase is future Aviation Revenue Bonds, Project No. 2000001655 - Land Acquisition Subprogram, as programmed in the Fiscal Year (FY) 2024-2025 Adopted Budget and Multi-Year Capital Plan, page 189.

The County, through DTPW, shall reimburse the Seller \$4,987,168.00 for the roadway improvements to access the Dolphin Station Park & Ride Lot through the Mobility Impact Fee District D.

Track Record/Monitor

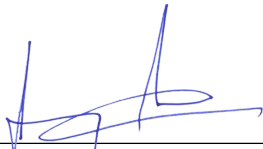
MDAD's Assistant Director of Real Estate Management and Development, Karen Wright, will monitor the implementation of the Contract for Sale and Purchase with the Sellers.

Background

On March 7, 2025, Greater Miami Expressway Agency (Seller) listed several properties for sale on the Miami Association of Realtors' Multiple Listing Service including this Property. After a series of negotiations between the Seller and MDAD for the purchase of the Property, both parties agreed to the sale price of \$1,011,000.00. This Property is a part of a small group of properties being acquired in this area to provide the Aviation Department with the vacant land needed for construction worker parking or as a construction laydown and staging area for equipment, which are functions that are critical for any construction project, ensuring the project begins on time and is managed more efficiently.

The zoning designation for the Property is Industrial Heavy Manufacturing which provides for any proposed use. MDAD ordered a Phase I Environmental Site Assessment, and the completed report states that any environmental concerns and/or issues that occurred on the Property from 1966 to 2025 were satisfactorily addressed. MDAD may conduct a Phase II Environmental/Preconstruction Assessment if the site is scheduled for development in the future.

Upon execution of the attached Contract for Sale and Purchase between the County and the Seller in the amount of \$1,011,000.00, the Seller will execute a Quitclaim Deed for the Property, and the County will acquire both parcels of vacant land.



Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Danielle Levine Carr* Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(3)
9-3-25

RESOLUTION NO. R-844-25

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN MIAMI-DADE COUNTY, AS BUYER, AND THE GREATER MIAMI EXPRESSWAY AGENCY ("GMX"), AS SELLERS, FOR: (1) PURCHASE OF A 15,000 SQUARE FOOT PROPERTY, LOCATED EAST OF MIAMI INTERNATIONAL AIRPORT AT 4000 NW 26TH STREET FOR THE PURCHASE PRICE OF \$1,011,000.00, (2) ACCEPTANCE OF A RIGHT-OF-WAY EASEMENT FROM GMX FOR PORTION OF FUTURE NW 118TH PLACE, AND (3) REIMBURSEMENT TO SELLER OF \$4,987,168.00 FOR CERTAIN RAMP IMPROVEMENTS ASSOCIATED WITH DOLPHIN STATION PARK AND RIDE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE AND EASEMENT AGREEMENT, TO FINALIZE LEGAL DESCRIPTION OF EASEMENT, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE ACCEPTANCE OF THE PROPERTY BY A QUITCLAIM DEED AND THE EXPENDITURE OF UP TO \$15,000.00 FOR CLOSING COSTS, AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED AND EASEMENT IN THE PUBLIC RECORDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying Mayor's memorandum and documents, copies of which are incorporated herein by reference,

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

Section 1. Approves a Contract for Sale and Purchase by Miami-Dade County between Greater Miami Expressway Agency (GMX), the Sellers, and the County, the Buyer, in substantially the form attached hereto as Attachment 1 and made a part hereof, for: (a) the acquisition of a 15,000 square foot property located at 4000 NW 26th St, Miami FL 33142, east of

Miami International Airport (MIA), identified by Folio Number 30-3129-003-0090 (“Property”) for \$1,011,000.00, in addition to closing costs which shall not exceed \$15,000.00; (b) reimbursement of \$4,987,168.00 from the County to GMX for improvements associated with Ramp D-1 over a portion of NW 118th Place to benefit the Dolphin Station Park and Ride; and (c) acceptance of a right-of-way easement from GMX to the County for a portion of future NW 118th Place.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Sale and Purchase Contract and easement agreement, to exercise all provisions contained therein, to perform all acts necessary to effectuate this transaction, to accept conveyance of the Property by Quitclaim Deed, to accept the perpetual, right-of-way easement, and to finalize and accept the legal description of the right-of-way easement.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record the Quitclaim Deed authorized herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy along with this Resolution.

Section 4. Directs the County Mayor or County Mayor’s designee to provide an executed copy of the agreements to the Property Appraiser within 30 days of their execution.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	absent
Sen. René García	absent	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

ATTACHMENT 1

CONTRACT FOR SALE AND PURCHASE

Property to be acquired: 4000 NW 26th St, Miami FL 33142

Folio #: 30-3129-003-0090, GMX Project Number: 11205

GMX Parcel Number: 216

This **Contract for Sale and Purchase** is entered into as of the ____ day of _____ 20__, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" or "County" and **Greater Miami Expressway Agency**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, hereinafter referred to as "Seller" or "GMX".

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. **REALTY.** Seller agrees to sell to Buyer a 15,000 square foot property, more specifically described in **Exhibit A** and shown on **Exhibit B**; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (collectively, the "Property").
2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price of **\$1,011,000.00 (One Million Eleven Thousand Dollars)** for the Property. Said price will be paid at closing by Miami-Dade County for the Property referenced in Exhibit A and Exhibit B herein and shall be subject to other adjustments and prorations provided for herein.
3. **INTEREST CONVEYED.** Seller is the record owner of the fee simple title to the subject Property, and agrees to convey good and insurable title by Quitclaim Deed in substantially the form of **Exhibit C** attached hereto and made a part hereof ("Quitclaim Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.
4. **AD VALOREM TAXES.** Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. However, it shall be Buyer's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes, as well as non-ad valorem, if any, in escrow with the Dade County Tax Collector.
5. **TITLE INSURANCE.** Buyer may, at Buyer's own cost and expense and within fifteen (15) business days of the effective date of this Contract, obtain a title insurance commitment and an owner's title insurance policy from a title insurance company licensed by the State of Florida in the amount of the purchase price and provide a copy of same to Seller. Except as provided below, said policy shall show a good and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and

recording of the Quitclaim deed. In connection herewith, Seller agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. Buyer shall have fifteen (15) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. The Seller hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. If Seller is unable, after reasonable diligence, to make the title good and insurable as acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. Seller shall pay all reasonable recording fees for corrective instruments required hereunder.

6. PROPERTY INSPECTION: Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk.

- a) Environmental Inspection: Buyer may, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Division of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction, including but not limited to, an American Society for Testing and Materials (ASTM) Phase I and Phase II Site Assessments. The term "Hazardous Materials" shall be as defined by DERM and shall include any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder. Should Buyer elect to proceed with closing, Seller shall, at Seller's sole cost and expense and prior to closing, promptly and diligently commence and complete any and all assessments, clean ups and monitoring of the Property necessary to obtain full compliance with any and all applicable federal, state and local laws, ordinances, rules and regulations and any other applicable governmental restrictions.
- b) Building Inspection: There are no known buildings or structures on the subject property. Therefore, no building inspection is required.

7. TENANCIES. Seller warrants and represents that no person is living on or occupying the Property. Seller further warrants and represents that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Property; (ii) Seller shall not permit the use or occupancy of any portion of the Property subsequent to the date of Seller's execution of this Contract; (iii) Seller will indemnify, defend and hold harmless Buyer, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents, for and

against all persons claiming an interest in possession of the Property or any portion thereof that is contrary to the representations in this paragraph. Said indemnification shall survive closing and any expiration or termination of this Contract

8. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before Closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, the Seller shall pay such lien up to the date of Closing. This section shall survive Closing and any expiration or termination of this Contract.

9. CONTINGENT ON BOARD OF COUNTY COMMISSIONERS (the "Board") APPROVAL. Buyer's obligation to close as described in section 10 below is contingent on Buyer obtaining duly authorized approval from the Board. If the Buyer fails to close on or before September 30, 2025, Seller's sole recourse will be termination of this Contract, unless otherwise extended as mutually agreed upon by both Buyer and Seller in writing in their sole and absolute discretion.

10. CLOSING. The closing of this transaction shall be completed on or before September 30, 2025, unless otherwise extended, as mutually agreed upon by both Buyer and Seller in writing or as otherwise provided herein. The precise date, time and place of closing shall be set by Buyer. The Closing shall be an escrow closing through the offices of the Title Company, with neither party required to attend a physical closing, unless mutually agreed.

11. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Contract. Time is of the essence with this Contract. All obligations herein are subject to acts of God or nature or any other occurrence, which is beyond the control of Seller or Buyer.

12. BROKERS. Buyer and Seller represents to each other that neither has used any real estate agent or broker for this transaction. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, but excluding attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent purporting to represent Seller. Buyer shall hold Seller harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, but excluding attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent purporting to represent Buyer. This section shall survive closing and any expiration or termination of this Contract.

13. EXPENSES. Buyer shall be responsible for recording fees related to the Quitclaim Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Quitclaim Deed.

14. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.

15. PRORATIONS. In addition to proration of taxes as provided in Section 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue, if any, shall be prorated to Closing.

16. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Property. This Section survives the Closing.

17. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at Closing.

18. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with Closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with Closing or seek specific performance. Any such waiver shall be in writing. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract

19. LITIGATION. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs, including appellate proceedings. This Section survives the termination of this Contract and the Closing.

20. DISCLOSURE. Seller warrants that there are no facts known to Seller, which materially and adversely affect the physical condition and present use of the Property (whether structural or otherwise) which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

21. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto and no third party will have any rights, privileges, or other beneficial interests herein or hereunder.

22. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by the gross negligence or intentional misconduct of Buyer and its agents, within and to the extent of all limitations of Section 768.28, Florida Statutes.

23. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

24. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

25. PENDING PAYMENT TO GMX. Closing is contingent upon the County remitting, at or prior to closing, the following payments to GMX and subject to the following terms and conditions:

- a) As a reimbursement for the costs associated with the design and construction of the Ramp D-1 modifications required to provide NW 118th Place access to the Dolphin Station Park & Ride Lot, also known as Project Number 83634 - SR 836 New HEFT Ramp Connections ("Ramp Project") in the amount of four million, nine hundred eighty-seven thousand, one hundred sixty-eight dollars and 00/100 cents (\$4,987,168.00), as a one-time, lump-sum payment utilizing funds from the Mobility Impact Fees (the "Reimbursement"). The scope of services for the Ramp Project is

attached hereto as **Exhibit D**. GMX acknowledges and agrees that receipt of the Reimbursement is fully sufficient and satisfies all amounts owed by County to GMX with respect to the Ramp Project and that no further County payments remain outstanding with respect to the Ramp Project.

- b) In exchange for the Reimbursement, GMX shall convey, within ninety (90) days of closing, permanent easement rights to the area underneath Ramp D-1 to the County as right-of-way to facilitate the construction and extension of NW 118th Place and future improvements, and the operation and maintenance of NW 118th Place as a County road, in each case by either the County itself or through contractors or developers under contract with the County. The County will prepare, for GMX approval, the Permanent Easement document as well as any other supporting documents including but not limited to a survey and a legal description in the form attached hereto as **Exhibit E**.
- c) The approval of the County through its Board of County Commissioners of the First Amendment to the Interlocal Agreement ("Amended Interlocal") between the County and GMX for the Project Number 50001 – Dolphin Station Park and Ride/Terminal Facility ("Dolphin Station") Project and, as reimbursement for the costs associated with the Dolphin Station Project, payment to GMX of the amount of eight million, two hundred eighteen thousand, eight hundred sixteen and 00/100 cents (\$8,218,816.00) in accordance with the terms and conditions set forth in the Amended Interlocal. The Parties understand and agree that this Contract does not create an independent obligation for the County to make payment to GMX for the Dolphin Station Project but merely conditions the Closing of this transaction on the County's approval of the Amended Interlocal and payment of the sums thereunder.

26. **INVALID PROVISIONS.** If any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperable provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

27. **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the parties as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties.

28. **EFFECTIVENESS.** The effectiveness of this Contract is contingent upon a public hearing approval pursuant to the Code of Miami-Dade County, if required, and approval by the Federal Aviation Administration, if required. The effective date hereof shall be the earlier of (1) the date of the 10-day expiration of the County Mayor's veto period subsequent to the approval and authorization of the execution of this Contract by the Board of County Commissioners of Miami-Dade County ("Board") without the County Mayor vetoing the BCC's resolution approving same or (2) the date on which the County Mayor approves the BCC-approved resolution authorizing the execution of this Contract, provided no motion to reconsider such approval is made by the Board ("Effective Date"). If a motion to reconsider approval hereof is made, then the Effective Date hereof shall be the date the Board reconsiders and approves this Contract. In the event that the Mayor vetoes the Board's approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto, in which case such override date shall be the

Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of this Contract rest within their sole discretion.

29. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

30. NOTICE. All communications regarding this transaction shall be directed to those indicated below and shall be deemed delivered upon receipt, unless otherwise specified herein:

as to Buyer: Ralph Cutié, Director and Chief Executive Officer
 Miami-Dade Aviation Department
 P.O. Box 025504
 Miami, FL 33102

as to Seller: Rafael S. Garcia, Interim Executive Director
 Greater Miami Expressway Agency
 3790 NW 21 St
 Miami FL 33142

SIGNATURES APPEAR ON FOLLOWING PAGES
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor or the County
Mayor's designee

Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the ____ day of _____, 20__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

Greater Miami Expressway Agency

A body politic and corporate, public
instrumentality and agency of the State
Florida

Witness

Witness Printed Name

By: _____

Rafael S. Garcia,
Interim Executive Director

Witness

Witness Printed Name

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Rafael S. Garcia, as Interim Executive Director of Greater Miami Expressway Agency, a body politic and corporate, public instrumentality of the State of Florida,** personally known to me, or proven by producing the following identification:

_____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Signature

Print Name: _____

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

EXHIBIT A

PARCEL 216

TRACT 9, LE JEUNE TERMINALS, SECOND ADDITION, ACCORDING TO PLAT THEREOF AS
RECORDED IN PLAT BOOK 48, AT PAGE 55, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

EXHIBIT B

Parcel 216

Aerial Photograph



Exhibit C

This instrument was prepared by and return to:

Jose Vidal
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102

Folio No.: 30-3129-003-0090 (Parcel 216)

USER DEPT: Miami-Dade Aviation Department

QUIT CLAIM DEED

(Statutory Form - FS 689.02)

This Deed, made this ____ day of _____, 202__ between **Greater Miami Expressway Agency**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, Party of the First Part, and whose post office address is: 3790 NW 21st. Street, Miami Florida 33142 and **Miami-Dade County**, a political subdivision of the State of Florida, Party of the Second Part and whose post office address is: 111 NW First Street, Suite 17-202, Miami, FL 33128 c/o Miami-Dade Aviation Department, P.O. Box 025504, Miami FL 33102.

(Whenever used herein, the terms "First Part" and "Second Part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That said Party of the First Part, for and in consideration of the sum of \$10.00 and other good valuable consideration receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Party of the Second Part, all that certain land situated in Miami-Dade County, Florida, to wit:

(Legal Description, attached hereto and made a part hereto as Exhibit "A")

Subject to: Conditions, restrictions, reservations, limitations and easements of records, if any (provided, however, that this reference shall not operate to reimpose the same), applicable zoning regulations and taxes for the current and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And the First Part hereby covenants with said Second Part that the First Part is lawfully seized of said land in fee simple; that the First Part has good right and lawful authority to sell and convey said land; that the First Part hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said First Part has signed and sealed these presents the day and year first above written.

(INTENTIONALLY LEFT BLANK; SIGNATURE BLOCK ON NEXT PAGE)

MDC019

Exhibit C

Greater Miami Expressway Agency, a body politic and corporate, a public instrumentality created by the Board of County Commissioner of Miami-Dade County, as amended, acting through its Governing Board

Witness

Witness Printed Name

By: _____
Rafeal S. Garcia,
Interim Executive Director

Witness

Witness Printed Name

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, an officer duly authorized to administer oaths and take acknowledgments, by means of [] physical presence or [] on line notarization, personally appeared **Rafael S. Garcia, as Interim Executive Director of Greater Miami Expressway Agency**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, as amended, acting through its Governing Board, personally known to me, or proven by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Signature

Print Name: _____

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

Approved for legal sufficiency:

By: _____

Print Name: _____

THE FOREGOING was approved by the Miami-Dade County Board of County Commissioners, pursuant to Resolution No. R-_____ dated_____.

MDC020

EXHIBIT D



GREATER MIAMI EXPRESSWAY AGENCY

PROCUREMENT/CONTRACT NO.:

RFP-22-01

WORK PROGRAM NO.:

83634.030

PROJECT/SERVICE TITLE:

Design-Build Services for SR 836
New HEFT Ramp Connections

SUPPLEMENTAL AGREEMENT **NO. 3**

EXHIBIT A

ENTITLEMENT ANALYSIS

1. BACKGROUND

- The Greater Miami Expressway Agency and Miami-Dade County held discussions regarding a private developer's proposed improvements to the Miami-Dade County Park & Ride Lot located on Telemundo Way, just north of NW 12th Street. The private developer has proposed a mixed-use improvement to the site and requires an egress north along NW 118th Place. The egress crosses the 83634.030 Project_new Ramp D-1 movement serving the southbound exit from the Florida's Turnpike to westbound SR-836. Therefore, a new Ramp D-1 bridge must be constructed to maintain this new ramp across the proposed NW 118th Place access road.
- The 83634.030 Project_prime contractor, Halley Engineering Contractors, was asked to provide a cost estimate to design and construct the Ramp D-1 modifications required to provide NW 118th Place access to the Park & Ride Lot. Their cost proposal [Attachment A] totals \$4,987,168.00.
- Payment for the proposed work will be made through an inter-local agreement between Miami-Dade County and the Greater Miami Expressway Agency.

2. BASIS FOR ESTIMATE

- No Contract Plans exist to detail the new NW 118th Place Bridge or the Ramp D-1 modifications. Construction improvements were derived from bridge design and elevation data garnered from the Ramp D-1 bridge over Telemundo Way, west of the NW 118th Place bridge, Ramp D-1 MSE wall plans, and the proposed Ramp D-1 roadway alignment.
- GMX General Engineering Consultant A concurrence for the DESIGN line item, totaling \$697,057.00, was provided by Gil Portela, PE. [Attachment C]
- Additional construction costs were estimated by breaking down each design element to pay items typically used by the Florida Department of Transportation for the proposed construction.
- Unit prices for each pay item element were calculated using the FDOT Statewide Average price data for the past year. [Attachment D]
- Prime Contractor and Subcontractor markups were applied per GMX General Specifications for Design-Build 4-3.2.1.d. [Attachment E]
- No other price escalations, such as indexing or COVID-related material procurement costs, were implemented.

3. ENGINEER'S ESTIMATE

- Costs for the required Ramp D-1 modifications, the added Ramp D-1A connection, and the NW 118th Place Bridge are itemized on the attached spreadsheet [Attachment B].

- The Engineer's Estimate for total costs required to perform all proposed modifications total \$5,459,015.97.

4. PREMIUM COST

- No premium costs are identified as a result of the aforementioned scope modifications.

5. TIME IMPACT

- No additional Contract time is granted as around result of these scope modifications.

6. ENTITLEMENT ANALYSIS

- Entitlement for the additional work is detailed in the "Background" section above.

7. FINAL DISPOSITION / RECOMMENDATION

- Accept the settlement of four million, nine hundred eighty-seven thousand, one hundred sixty-eight dollars and 00 cents (\$4,987,168.00) in additional compensation as a result of the above-described scope of work modifications to the Contract Documents.
- Grant zero (0) calendar days in additional Contract time as a result of the above-described scope of work modifications to the Contract Documents.

CEI Recommendations:

Martin J Benzaquen
Digitally signed by Martin J Benzaquen
Date: 2023.08.30 20:14:50 -04'00'

Martin Benzaquen, PE
CEI Senior Project Engineer
Gannet Fleming, Inc.

Arturo Perez
Digitally signed by Arturo Perez
Date: 2023.08.30 18:35:25 -04'00'

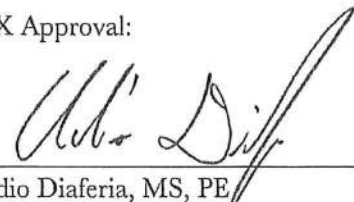
Arturo Perez, PE, PSM
CEI Project Engineer
Pinnacle Consulting Enterprises, Inc.

GEC Concurrence:

Sergio Besu
Digitally signed by Sergio Besu
Date: 2023.08.31 09:28:25 -04'00'

Sergio Besu, CGC
Project Manager
EAC Consulting, Inc.

GMX Approval:



Claudio Diaferia, MS, PE
Assistant Director of Engineering
Greater Miami Expressway Agency



GMX PROCUREMENT/CONTRACT NO.:
RFP-22-01

GMX WORK PROGRAM NO.: **83634.030**

GMX PROJECT/SERVICE TITLE:
Design-Build Services for SR 836
New HEFT Ramp Connections

SUPPLEMENTAL AGREEMENT **NO. 3**

ATTACHMENTS



HALLEY ENGINEERING CONTRACTORS, INC.

October 17, 2022

Miami Dade Expressway Authority
3790 NW 21st Street
Miami, FL 33142

ATTN. Claudio Diaferia, P.E., Assistant Director of Engineering

MDX PROCUREMENT/CONTRACT NO.: RFP-22-01

MDX WORK PROGRAM NO.: 83634.030

MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR SR 836 NEW HEFT RAMP CONNECTIONS

RE: ADDITIONAL WORK: Park and Ride Access Bridge

Dear Claudio:

As requested, below please find our price proposal breakdown for the construction of the Park and Ride Access Bridge and related roadway improvements needed to accommodate the new bridge.

PARK AND RIDE ACCESS BRIDGE PROPOSAL	UNIT	QTY	UNIT \$	Extended Amount	WAIVED CHARGES
MOBILIZATION/ BOND 10% WAIVED	1	LS	\$ -	\$ -	\$ 498,716.00
ENGINEERING DESIGN FEE (PDH)	1	LS	\$ 792,630.00	\$ 792,630.00	
MAINTENANCE OF TRAFFIC	1	LS	\$ 25,000.00	\$ 25,000.00	
EROSION CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00	
EARTHWORK	1	LS	\$ 943,670.00	\$ 943,670.00	
ASPHALT	1	LS	\$ 20,000.00	\$ 20,000.00	
REINFORCED EARTH WALLS	1	LS	\$ 1,481,347.00	\$ 1,481,347.00	
DRAINAGE	1	LS	\$ 226,475.00	\$ 226,475.00	
CONCRETE BARRIER WALLS	1	LS	\$ 784,100.00	\$ 784,100.00	
BRIDGE	1	LS	\$ 711,446.00	\$ 711,446.00	
				\$ 4,987,168.00	

We are proposing to waive the \$498,716.00 for Mobilization/Bond.

Should you have any questions or required additional information, please advise.

Regards,

Ignacio Halley, P.E.
Chief Executive Officer

A

FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION COST ESTIMATE

PROJECT: HEFT Ramps DB

FPID #: MDX 83634

COUNTY: Miami-Dade

SECTION:

SA#2: Ramp D1 extension, Ramp D1A Bridge, Ramp D1A					
DESCRIPTION	UNIT	QUANTITY	UNIT\$	AMOUNT	COMMENTS
DESIGN	LS	1	\$ 792,630.00	\$ 792,630.00	\$ 792,630.00
MAINTENANCE OF TRAFFIC (LANE CLOSURES)	EA	25	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00
EROSION CONTROL (SILT FENCE)	LF	1000	\$ 2.50	\$ 2,500.00	\$ 2,500.00
CLEARING & GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 943,670.00
REGULAR EXCAVATION	CY	723	\$ 15.00	\$ 10,845.00	
EMBANKMENT	CY	37113	\$ 25.00	\$ 927,825.00	
MISCELLANEOUS ASPHALT PAVEMENT	TN	138	\$ 145.00	\$ 20,000.00	\$ 20,000.00
RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER	SF	37034	\$ 40.00	\$ 1,481,347.00	\$ 1,481,347.00
INLETS, DITCH BOTTOM, TYPE D, <10'	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 226,475.00
INLETS, BARRIER WALL, J BOT, <10'	EA	5	\$ 12,500.00	\$ 62,500.00	
MANHOLES, J-7, <10'	EA	2	\$ 12,500.00	\$ 25,000.00	
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	82	\$ 150.00	\$ 12,300.00	
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	641	\$ 175.00	\$ 112,175.00	
U-ENDWALL WITH BAFFLES, INDEX 261/430-011, 1:2 SLOPE, 24"PIPE	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 784,100.00
MEDIAN CONCRETE BARRIER, TALL GRADE-SEPARATED	LF	229	\$ 375.00	\$ 85,875.00	
CONCRETE BARRIER, WITH JUNCTION SLAB, 36" SINGLE SLOPE	LF	2043	\$ 325.00	\$ 663,975.00	
SHOULDER CONCRETE BARRIER, 38" OR 44" HEIGHT	LF	70	\$ 275.00	\$ 19,250.00	
LIGHT POLE PILELASTER	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 711,446.00
CONCRETE CLASS II, APPROACH SLABS	CY	69	\$ 1,200.00	\$ 82,800.00	
CLASS IV CONCRETE, SUBSTRUCTURE	CY	36	\$ 2,000.00	\$ 72,000.00	
BRIDGE DECK GROOVING	SY	240	\$ 20.00	\$ 4,800.00	
BRIDGE DECK PLANING	SY	240	\$ 25.00	\$ 6,000.00	
CONCRETE CLASS IV, SUPERSTRUCTURE	CY	62	\$ 2,000.00	\$ 124,000.00	
Composite Neoprene Pad	CF	3	\$ 5,000.00	\$ 15,000.00	
REINFORCING STEEL- SUPERSTRUCTURE	LB	11097	\$ 1.80	\$ 19,956.60	
REINFORCING STEEL- SUBSTRUCTURE	LB	6330	\$ 1.80	\$ 11,394.00	
REINFORCING STEEL- APPROACH SLABS	LB	13806	\$ 1.80	\$ 24,850.80	
Prestressed Beams: Florida-I Beam 36	LF	207	\$ 580.00	\$ 120,060.00	
PRESTRESSED CONCRETE PILING, 24" SQ **USE 100% PDA	LF	440	\$ 385.00	\$ 169,400.00	
BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I	LF	57	\$ 125.00	\$ 7,125.00	
POURED JOINT WITH BACKER ROD	LF	250	\$ 150.00	\$ 37,500.00	
CONCRETE TRAFFIC RAILING-BRIDGE (36" SINGLE SLOPE)	LF	120	\$ 10.00	\$ 1,200.00	
FILES POLYETHYLENE SHEETING	EA	8	\$ 1,920.00	\$ 15,360.00	
PDA'S	EA	8	\$ 1,920.00	\$ 15,360.00	
TOTAL CONSTRUCTION REVENUES					\$ 4,987,168.00
MOBILIZATION/ BOND	LS	1	\$ 498,716.80	\$ 498,716.80	
PARK AND RIDE ACCESS BRIDGE PROPOSAL					\$ 5,485,884.80

PARK AND RIDE ACCESS BRIDGE PROPOSAL		
MOBILIZATION/ BOND	10%	WAIVED
ENGINEERING DESIGN FEE (PHD)		
MAINTENANCE OF TRAFFIC		
EROSION CONTROL		
EARTHWORK		
ASPHALT		
REINFORCED EARTH WALLS		
DRAINAGE		
CONCRETE BARRIER WALLS		
BRIDGE		

UNIT	QTY	UNIT \$	Extended Amount	WAIVED CHARGES
1	LS	\$ -	\$ -	\$ 498,716.00
1	LS	\$ 792,630.00	\$ 792,630.00	
1	LS	\$ 25,000.00	\$ 25,000.00	
1	LS	\$ 2,500.00	\$ 2,500.00	
1	LS	\$ 943,670.00	\$ 943,670.00	
1	LS	\$ 20,000.00	\$ 20,000.00	
1	LS	\$ 1,481,347.00	\$ 1,481,347.00	
1	LS	\$ 226,475.00	\$ 226,475.00	
1	LS	\$ 784,100.00	\$ 784,100.00	
1	LS	\$ 711,446.00	\$ 711,446.00	
			\$ 4,987,168.00	

	CEI	Halley
Totals:	\$ 5,459,015.97	\$ 4,987,168.00
	9.5% higher	

Pay Item	Item Description	Quantity	Unit	GEC A Negotiated	Total Amount
N/A	Design	1	LS	\$ 697,057.00	\$ 697,057.00
Design Total =					\$ 697,057.00

Pay Item	Item Description	Quantity	Unit	Unit Price (STWA)	Total Amount
102-1	Maintenance of Traffic (Lane Closures)	25	EA	\$ 572.08	\$ 14,302.00
104-1	Sediment barrier (silt fence)	1000	LF	\$ 2.03	\$ 2,030.00
425-1541	Inlets, Ditch Botton, Type D < 10'	1	EA	\$ 5,233.14	\$ 5,233.14
425-1923	Inlets, Barrier Wall, J Bot, < 10'	5	EA	\$ 12,600.00	\$ 63,000.00
425-2-71	Manholes, J-7, < 10'	2	EA	\$ 6,987.33	\$ 13,974.66
430-174-118	Pipe Culvert, Optional Material, Round, 18"	82	LF	\$ 105.75	\$ 8,671.50
430-174-124	Pipe Culvert, Optional Material, Round, 24"	641	LF	\$ 191.07	\$ 122,475.87
430-612133	U-Endwall with Bufflers	1	EA	\$ 7,207.00	\$ 7,207.00
715-61211	Light Pole Pilasters	6	EA	\$ 10,600.00	\$ 63,600.00
455-143-5	PDA's	8	EA	\$ 400.00	\$ 3,200.00

Subcontractor Subtotal = \$ 303,694.17
17.5% Markup = \$ 53,146.48
10% Markup on \$50K = \$ 5,000.00
5% Markup on next \$50K = \$ 2,500.00
1% Markup on Remainder = \$ 3,493.41
Subcontractor Total = \$ 367,834.06

*Per MDX General Specifications for Design-Build 4-3.2.1.d.1
*Per MDX General Specifications for Design-Build 4-3.2.1.d.2
*Per MDX General Specifications for Design-Build 4-3.2.1.d.2
*Per MDX General Specifications for Design-Build 4-3.2.1.d.2

Pay Item	Item Description	Quantity	Unit	Unit Price (STWA)	Total Amount
110-1-1	Clearing and Grubbing	0.35	AC	\$ 15,821.00	\$ 5,537.35
120-1	Regular Excavation	723	CY	\$ 14.35	\$ 10,375.05
120-6	Embankment	37,113	CY	\$ 14.00	\$ 519,582.00
339-1	Miscellaneous Asphalt Pavement	138	TN	\$ 220.86	\$ 30,478.68
548-12	MSE Wall - Retaining Wall System, Permanent	37,034	SF	\$ 55.00	\$ 2,036,870.00
521-1-13	Median Barrier Wall	229	LF	\$ 310.00	\$ 70,990.00
521-8-7	Concrete Barrier Wall with junction slab	2,043	LF	\$ 250.00	\$ 510,750.00
521-72-40	Shoulder Concrete Barrier Wall	70	LF	\$ 250.00	\$ 17,500.00
400-2-10	Concrete Class II, Approach Slab	69	CY	\$ 1,200.00	\$ 82,800.00
400-4-5	Concrete Class IV Substructure	36	CY	\$ 2,600.00	\$ 93,600.00
400-7-1	Bridge Deck Grooving	240	SY	\$ 19.61	\$ 4,706.40
400-9-1	Bridge Deck Planing	240	SY	\$ 5.30	\$ 1,272.00
400-4-4	Concrete Class IV Superstructure	62	CY	\$ 2,000.00	\$ 124,000.00
400-147	Composite Neoprene Pads	3	CF	\$ 371.53	\$ 1,188.90
415-1-4	Reinforcing Steel Superstructure	11,087	LB	\$ 1.30	\$ 14,413.10
415-1-5	Reinforcing Steel Substructure	6,330	LB	\$ 1.15	\$ 7,279.50
415-1-9	Reinforcing Steel, Approach Slab	13,806	LB	\$ 1.30	\$ 17,947.80
450-2-36	Prestressed Concrete Beams FIB-36"	207	LF	\$ 310.00	\$ 64,170.00
455-34-5	Prestressed Concrete Piling, 24" SQ	440	LF	\$ 220.00	\$ 96,800.00
458-1-11	Expansion Joint	57	LF	\$ 70.00	\$ 3,990.00
521-5-13	Traffic Railing (36")	250	LF	\$ 95.00	\$ 23,750.00
459-71	Polyethylene Sheeting On Concrete Piles	120	SY	\$ 14.00	\$ 1,680.00

Construction Subtotal = \$ 3,739,680.78
17.5% Markup = \$ 654,444.14
Prime Contractor Total = \$ 4,394,124.91
Grand Total = \$ 5,459,015.97

*Per MDX General Specifications for Design-Build 4-3.2.1.d.1



Pevida Highway Designers (PHD)
SOMETHING BIG IS HAPPENING...

1000 NW 127th Street, Suite 100, Doral, FL 33126
WALFRIDO PEVIDA@SOMETHINGBIG.COM

June 8, 2022

Mr. Ignacio Halley
Halley Engineering Contractors, Inc.
13901 NW 118th Avenue
Miami, FL 33178

Reference: **Design Scope of Services and Fee Proposal**
MDX 83634.030
SR 836 New HEFT Ramps Connections

Dear Ignacio,

Please see below, per MDX's request to prepare a complete design fee estimate to incorporate a new bridge connection for Ramp D1 between Dolphin Station Road and Turnpike.

The overall fee is tabulated below:

<u>Discipline</u>	<u>Total Fees</u>
Project General Tasks	\$15,000
Roadway and Temporary Traffic Control	\$159,500
Drainage, Temporary Drainage and Erosion Protection Plans	\$21,874
Lighting and Temporary Lighting	\$22,000
Bridges and Walls	\$343,700
Geotechnical Services	\$66,301
PHD Direct Expenses	\$1,000
Post Design (Non-Bridge)	\$20,437
Post Design (Bridge)	\$44,835
Post Design (Geotechnical)	\$9,780
TOTAL	\$704,427

Please provide your approval so we can proceed with these Additional Services.

Please feel free to contact me if you have any questions.

Regards,

Pevida Highway Designers, LLC
Walfrido Pevida, P.E. – Principal Engineer

Cc: Enit Medina, P.E. – Project Engineer

cut.
\$697,057

Per Eric

C

MDC028



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0102 76	18	\$4.73	\$113,672.80	24,011.000	ED	N	ARROW BOARD / ADVANCE WARNING ARROW PANEL
0102 78 1	1	\$5.00	\$540.00	108.000	EA	N	TEMPORARY RAISED/RETROREFLECTIVE PAVEMENT MARKER, TYPE D
0102 89 1	6	\$1,449.01	\$124,615.00	86.000	LO	N	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION
0102 99	18	\$8.67	\$368,098.90	42,444.000	ED	N	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY
0102104	13	\$9.43	\$371,869.00	39,450.000	ED	N	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION
0102107 1	13	\$10.25	\$438,643.50	42,790.000	ED	N	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION
0102115	18	\$3.30	\$14,504.70	48,872.000	ED	N	TYPE III BARRICADE
0102150 1	2	\$2.58	\$697.50	270.000	ED	N	PORTABLE REGULATORY, SIGN
0102150 2	2	\$5.78	\$775.00	134.000	ED	N	RADAR SPEED DISPLAY UNIT
0102909	1	\$36.00	\$6,480.00	180.000	DA	N	TEMPORARY RAISED RUMBLE STRIPS- PER DAY, INCLUDES ALL SETS AND RELOCATIONS
0102913 21	4	\$7,611.17	\$48,155.89	6.327	GM	N	REMOVABLE TAPE, WHITE, SOLID 6"
0102913 22	1	\$2,350.00	\$10,105.00	4.300	GM	N	REMOVABLE TAPE, WHITE, 10'-30', 3'-9', 6'-10', or 2'-4' SKIP, 6" WIDE
0102913 23	2	\$10.23	\$8,124.00	794.000	LF	N	REMOVABLE TAPE, WHITE, 24" STOP BAR
0102913 24	1	\$3.30	\$1,537.80	466.000	LF	N	REMOVABLE TAPE, WHITE, 12" CROSSWALK
0102913 29	2	\$326.21	\$9,460.00	29.000	EA	N	REMOVABLE TAPE, WHITE, MESSAGE, SYMBOL OR ARROW
0102913 31	4	\$7,460.32	\$38,360.96	5.142	GM	N	REMOVABLE TAPE, YELLOW, SOLID, 6"
0102913 32	1	\$2,300.00	\$634.80	.276	GM	N	REMOVABLE TAPE, YELLOW, 10'-30', 3'-9', 6'-10', or 2'-4' SKIP
0104 10 3	7	\$2.03	\$185,281.61	91,187.000	LF	N	SEDIMENT BARRIER
0104 11	2	\$19.59	\$63,481.25	3,241.000	LF	N	FLOATING TURBIDITY BARRIER

10/24/2022

Page: 2

D



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0102 1	26	\$572.08	\$4,061,787.57	7,100.000	DA	N	MAINTENANCE OF TRAFFIC
0102 2200	2	\$37.49	\$534,853.31	14,265.000	SY	N	SPECIAL DETOUR- TEMPORARY PAVEMENT
0102 2300	1	\$42.39	\$176,968.88	4,175.000	CY	N	SPECIAL DETOUR- TEMPORARY EARTHWORK/BASE
0102 3	1	\$53.46	\$8,002.96	149.700	CY	N	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE
0102 4 1	10	\$112.36	\$141,010.45	1,255.000	SY	N	PEDESTRIAN OR BICYCLE SPECIAL DETOUR
0102 14	13	\$87.41	\$1,146,786.48	13,120.000	HR	N	TRAFFIC CONTROL OFFICER
0102 60	25	\$22.00	\$78,174.16	361,763.000	ED	N	WORK ZONE SIGN
0102 61	5	\$25.65	\$743.84	29.000	EA	N	BUSINESS SIGN
0102 62 12	1	\$10.00	\$80.00	8.000	ED	N	BARRIER MOUNTED WORK ZONE SIGN- INDEX 700-012
0102 71 13	8	\$31.14	\$247,432.45	7,947.000	LF	N	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE
0102 71 15	2	\$25.50	\$142,162.50	5,575.000	LF	N	TEMPORARY BARRIER, F&I, ANCHORED
0102 71 16	2	\$24.00	\$77,578.30	3,233.000	LF	N	TEMPORARY BARRIER, F&I, FREE STANDING
0102 71 23	4	\$11.38	\$31,985.75	2,810.000	LF	N	TEMPORARY BARRIER, RELOCATE, LOW PROFILE CONCRETE
0102 71 25	1	\$9.89	\$78,427.70	7,930.000	LF	N	TEMPORARY BARRIER, RELOCATE, ANCHORED
0102 71 26	1	\$5.35	\$3,226.05	603.000	LF	N	TEMPORARY BARRIER, RELOCATE, FREE STANDING
0102 74 1	25	\$11.00	\$115,610.10	1,076,557.000	ED	N	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD
0102 74 8	20	\$0.06	\$58,757.16	925,651.000	FD	N	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)
0102 75 1	2	\$16.08	\$53,381.40	3,320.000	LF	N	TEMPORARY SEPARATOR, F&I REMOVE
0102 76	21	\$6.53	\$57,933.46	8,877.000	ED	N	ARROW BOARD / ADVANCE WARNING ARROW PANEL

10/24/2022

Page: 1



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0104 10 3	15	\$1.91	\$402,461.38	211,190.000	LF	N	SEDIMENT BARRIER
0104 11	4	\$49.59	\$97,154.50	1,959.000	LF	N	FLOATING TURBIDITY BARRIER
0104 12	5	\$6.19	\$13,602.59	2,199.000	LF	N	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC
0104 15	3	\$3,030.04	\$18,180.21	6.000	EA	N	SOIL TRACKING PREVENTION DEVICE
0104 18	16	\$135.07	\$91,443.43	677.000	EA	N	INLET PROTECTION SYSTEM
0107 1	19	\$34.77	\$385,411.85	11,083.590	AC	N	LITTER REMOVAL
0107 2	18	\$36.48	\$335,917.33	9,208.080	AC	N	MOWING
0108 1	5	\$22,905.39	\$114,526.93	5.000	EA	N	MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING
0108 2	4	\$25,848.13	\$103,392.51	4.000	EA	N	MONITOR EXISTING STRUCTURES- VIBRATION MONITORING
0110 1 1	20	\$15,821.23	\$1,102,264.96	69.670	AC	N	CLEARING & GRUBBING
0110 3	1	\$69.37	\$125,000.00	1,802.000	SF	N	REMOVAL OF EXISTING STRUCTURES/BRIDGES
0110 4 10	19	\$28.02	\$558,849.06	19,948.000	SY	N	REMOVAL OF EXISTING CONCRETE
0110 7 1	4	\$152.48	\$4,117.05	27.000	EA	N	MAILBOX, F&I SINGLE
0110 22	2	\$1,546.27	\$24,740.34	16.000	EA	N	TREE ROOT AND BRANCH PRUNING
0110 73	1	\$345.00	\$87,285.00	253.000	LF	N	REMOVE EXISTING BULKHEAD
0110 82	1	\$2,000.00	\$45,800.00	22.900	MB	N	REMOVE & DISPOSE OF STRUCTURAL TIMBER
0120 1	13	\$14.35	\$823,345.85	57,359.400	CY	N	REGULAR EXCAVATION
0120 2 2	5	\$83.36	\$18,123.34	217.400	CY	N	BORROW EXCAVATION, TRUCK MEASURE
0120 2100	1	\$75.00	\$14,550.00	194.000	CY	N	BORROW EXCAVATION, TRUCK MEASURE, PROJECT 442906-1-52-01

10/24/2022

Page: 3



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0120 4	1	\$16.58	\$232,468.18	14,021.000	CY	N	SUBSOIL EXCAVATION
0120 6	11	\$17.60	\$788,009.33	44,778.400	CY	N	EMBANKMENT
0120 71	3	\$7,873.33	\$23,620.00	3.000	LS	N	REGULAR EXCAVATION (3-R PROJECTS ONLY)
0120 71100	1	\$49,500.00	\$49,500.00	1.000	LS	N	REGULAR EXCAVATION (3-R PROJECTS ONLY) PROJECT 442906-1-52-01
0121 70	1	\$253.16	\$30,379.20	120.000	CY	N	FLOWABLE FILL
0160 4	9	\$8.30	\$555,750.20	66,935.000	SY	N	TYPE B STABILIZATION
0285701	5	\$17.39	\$360,694.44	20,736.000	SY	N	OPTIONAL BASE, BASE GROUP 01
0285702	2	\$23.83	\$75,534.10	3,170.000	SY	N	OPTIONAL BASE, BASE GROUP 02
0285703	1	\$53.48	\$7,540.68	141.000	SY	N	OPTIONAL BASE, BASE GROUP 03
0285704	3	\$29.13	\$136,744.65	4,695.000	SY	N	OPTIONAL BASE, BASE GROUP 04
0285706	3	\$30.83	\$41,656.75	1,351.000	SY	N	OPTIONAL BASE, BASE GROUP 06
0285707	1	\$150.00	\$3,450.00	23.000	SY	N	OPTIONAL BASE, BASE GROUP 07
0285709	7	\$26.39	\$554,840.31	21,026.000	SY	N	OPTIONAL BASE, BASE GROUP 09
0285710	1	\$44.82	\$71,308.62	1,591.000	SY	N	OPTIONAL BASE, BASE GROUP 10
0285712	2	\$134.46	\$91,969.72	684.000	SY	N	OPTIONAL BASE, BASE GROUP 12
0285713	1	\$139.46	\$135,692.99	973.000	SY	N	OPTIONAL BASE, BASE GROUP 13
0285715	2	\$141.27	\$46,618.20	330.000	SY	N	OPTIONAL BASE, BASE GROUP 15
0286 1	2	\$31.98	\$57,919.27	1,811.000	SY	N	TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS
0286 2	1	\$231.70	\$14,203.21	61.300	TN	N	TURNOUT CONSTRUCTION-ASPHALT/DRIVEWAY BASE- ASPHALT MATERIAL

10/24/2022

Page: 4



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0334 1 12	1	\$299.45	\$82,827.87	276.600	TN	N	SUPERPAVE ASPHALTIC CONC, TRAFFIC B
0334 1 13	10	\$102.23	\$8,246,427.80	80,663.100	TN	N	SUPERPAVE ASPHALTIC CONC, TRAFFIC C
0334 1 15	1	\$111.18	\$585,573.94	5,266.900	TN	N	SUPERPAVE ASPHALTIC CONC, TRAFFIC E
0334 1 52	1	\$96.97	\$2,777,182.01	28,639.600	TN	N	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG76-22
0334 1 53	9	\$113.74	\$6,810,822.85	59,882.700	TN	N	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22
0334 1 55	1	\$104.70	\$8,171,677.95	78,048.500	TN	N	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC E, PG76-22
0337 7 25	7	\$139.60	\$8,394,632.97	60,132.600	TN	N	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22
0337 7 81	1	\$123.27	\$134,980.65	1,095.000	TN	N	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22
0337 7 83	14	\$143.66	\$3,934,348.69	27,386.500	TN	N	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22
0337 7 88	1	\$115.87	\$564,808.31	4,874.500	TN	N	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC E, FC-12.5, PG 76-22
0339 1	8	\$220.86	\$336,840.85	1,525.100	TN	N	MISCELLANEOUS ASPHALT PAVEMENT
0400 0 11	2	\$2,266.87	\$39,670.26	17.500	CY	N	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011
0400 2 10	1	\$1,200.00	\$105,360.00	87.800	CY	N	CONCRETE CLASS II, APPROACH SLABS
0400 2 11	1	\$978.03	\$231,108.49	236.300	CY	N	CONCRETE CLASS II, RETAINING WALLS
0400 4 4	1	\$2,000.00	\$226,400.00	113.200	CY	N	CONCRETE CLASS IV, SUPERSTRUCTURE
0400 4 5	1	\$2,600.00	\$120,120.00	46.200	CY	N	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE
0400 7 1	1	\$19.61	\$5,216.26	266.000	SY	N	BRIDGE DECK GROOVING
0400 8 5	1	\$3,800.00	\$250,800.00	66.000	CY	N	CONCRETE CLASS V, BRIDGE SUBSTRUCTURE
0400147	1	\$371.53	\$1,337.51	3.600	CF	N	COMPOSITE NEOPRENE PADS
0401 70 7	1	\$175.98	\$90,629.70	515.000	CF	N	RESTORE SPALLED AREAS, SHOTCRETE

10/24/2022

Page: 6



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Cnts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0411 1	1	\$712.56	\$712.56	1.000	GA	N	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB
0411 2	1	\$212.46	\$1,699.68	8.000	LF	N	CRACKS INJECT & SEAL- STRUCTURES REHAB
0415 1 3	1	\$1.44	\$25,521.12	17,723.000	LB	N	REINFORCING STEEL- RETAINING WALL
0415 1 4	1	\$1.30	\$25,233.00	19,410.000	LB	N	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE
0415 1 9	1	\$1.30	\$22,227.40	17,098.000	LB	N	REINFORCING STEEL- APPROACH SLABS
0415 2 8	1	\$5.90	\$11,156.90	1,891.000	LB	N	STAINLESS REINFORCING STEEL, BULKHEAD
0415 10 3	1	\$1.30	\$302.90	233.000	LF	N	FIBER REINFORCED POLYMER BARS, #3 BAR
0415 10 4	1	\$1.66	\$3,080.96	1,856.000	LF	N	FIBER REINFORCED POLYMER BARS, #4 BAR
0415 10 5	1	\$2.61	\$46,604.16	17,856.000	LF	N	FIBER REINFORCED POLYMER BARS, #5 BAR
0415 10 6	1	\$2.74	\$2,364.62	863.000	LF	N	FIBER REINFORCED POLYMER BARS, #6 BAR
0415 10 8	1	\$3.93	\$8,433.78	2,146.000	LF	N	FIBER REINFORCED POLYMER BARS, #8 BAR
0425 1203	1	\$13,917.42	\$13,917.42	1.000	EA	N	INLETS, CURB, TYPE 9, J BOT, <10'
0425 1311	1	\$15,822.55	\$31,645.10	2.000	EA	N	INLETS, CURB, TYPE P-1, <10'
0425 1331	1	\$7,524.35	\$7,524.35	1.000	EA	N	INLETS, CURB, TYPE P-3, <10'
0425 1345	1	\$9,320.15	\$9,320.15	1.000	EA	N	INLETS, CURB, TYPE P-4, PARTIAL
0425 1351	3	\$7,122.87	\$149,580.37	21.000	EA	N	INLETS, CURB, TYPE P-5, <10'
0425 1355	1	\$7,681.90	\$7,681.90	1.000	EA	N	INLETS, CURB, TYPE P-5, PARTIAL
0425 1361	3	\$7,490.31	\$22,470.94	3.000	EA	N	INLETS, CURB, TYPE P-6, <10'
0425 1451	2	\$13,420.42	\$120,783.74	9.000	EA	N	INLETS, CURB, TYPE J-5, <10'
0425 1461	2	\$12,206.40	\$24,412.79	2.000	EA	N	INLETS, CURB, TYPE J-6, <10'

10/24/2022

Page: 7



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0425 1471	1	\$3,957.59	\$3,957.59	1.000	EA	N	INLETS, CURB, TYPE 7, <10'
0425 1511	1	\$5,727.00	\$22,908.00	4.000	EA	N	INLETS, DT BOT, TYPE B, <10'
0425 1521	3	\$4,298.88	\$64,483.14	15.000	EA	N	INLETS, DT BOT, TYPE C, <10'
0425 1523	1	\$8,857.00	\$26,571.00	3.000	EA	N	INLETS, DT BOT, TYPE C, JBOT, <10'
0425 1529	1	\$3,568.13	\$7,136.26	2.000	EA	N	INLETS, DT BOT, TYPE C, MODIFY
0425 1531	1	\$3,568.13	\$3,568.13	1.000	EA	N	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'
0425 1541	4	\$5,233.14	\$36,632.00	7.000	EA	N	INLETS, DT BOT, TYPE D, <10'
0425 1545	1	\$3,935.00	\$7,870.00	2.000	EA	N	INLETS, DITCH BOTTOM, TYPE D, PARTIAL
0425 1549	1	\$7,800.00	\$7,800.00	1.000	EA	N	INLETS, DT BOT, TYPE D, MODIFY
0425 1551	2	\$4,692.34	\$9,384.67	2.000	EA	N	INLETS, DT BOT, TYPE E, <10'
0425 1561	1	\$5,700.00	\$34,200.00	6.000	EA	N	INLETS, DT BOT, TYPE F, <10'
0425 1581	1	\$3,451.67	\$6,903.34	2.000	EA	N	INLETS, DT BOT, TYPE H, <10'
0425 1589	1	\$11,000.00	\$11,000.00	1.000	EA	N	INLETS, DT BOT, TYPE H, MODIFY
0425 1701	3	\$5,724.57	\$45,796.55	8.000	EA	N	INLETS, GUTTER, TYPE S, <10'
0425 1703	1	\$8,674.77	\$8,674.77	1.000	EA	N	INLETS, GUTTER, TYPE S, J BOTTOM <10'
0425 1910	1	\$5,278.00	\$58,058.00	11.000	EA	N	INLETS, CLOSED FLUME
0425 2 41	2	\$10,078.78	\$80,630.20	8.000	EA	N	MANHOLES, P-7, <10'
0425 2 43	3	\$7,859.01	\$39,295.06	5.000	EA	N	MANHOLES, P-7, PARTIAL
0425 2 61	3	\$6,320.46	\$75,845.55	12.000	EA	N	MANHOLES, P-8, <10'
0425 2 62	1	\$4,772.86	\$4,772.86	1.000	EA	N	MANHOLES, P-8, >10'

10/24/2022

Page: 8



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0425 2 63	2	\$5,384.59	\$21,538.36	4.000	EA	N	MANHOLES, P-8, PARTIAL
0425 2 71	2	\$6,987.33	\$20,962.00	3.000	EA	N	MANHOLES, J-7, <10'
0425 2 73	1	\$3,201.37	\$6,402.74	2.000	EA	N	MANHOLES, J-7, PARTIAL
0425 2 91	2	\$8,572.18	\$34,288.72	4.000	EA	N	MANHOLES, J-8, <10'
0425 2 93	1	\$8,490.95	\$8,490.95	1.000	EA	N	MANHOLES, J-8, PARTIAL
0425 4	1	\$1,831.20	\$9,156.00	5.000	EA	N	INLETS, ADJUST
0425 5	2	\$960.82	\$7,686.52	8.000	EA	N	MANHOLE, ADJUST
0425 5 1	5	\$4,040.10	\$36,360.93	9.000	EA	N	MANHOLE, ADJUST, UTILITIES
0425 6	5	\$1,276.97	\$21,708.52	17.000	EA	N	VALVE BOXES, ADJUST
0425 7	1	\$850.00	\$3,400.00	4.000	EA	N	MANHOLE COVER- REPLACE
0425 11	1	\$1,596.65	\$6,386.60	4.000	EA	N	MODIFY EXISTING DRAINAGE STRUCTURE
0425 17 18	1	\$2,509.94	\$2,509.94	1.000	EA	N	BACK OF SIDEWALK ENDWALL, 18" PIPE DIAMETER
0430174118	1	\$105.75	\$9,623.25	91.000	LF	N	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD
0430174124	2	\$191.07	\$26,558.93	139.000	LF	N	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD
0430174130	1	\$153.49	\$4,451.21	29.000	LF	N	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"SD
0430174215	2	\$262.30	\$30,426.45	116.000	LF	N	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15"SD
0430174218	1	\$409.59	\$11,058.93	27.000	LF	N	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD
0430175115	4	\$107.84	\$44,322.27	411.000	LF	N	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD

10/24/2022

Page: 9



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0430175118	7	\$100.87	\$785,047.73	7,783.000	LF	N	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD
0430175124	4	\$120.25	\$108,587.37	903.000	LF	N	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD
0430175130	4	\$193.29	\$28,413.04	147.000	LF	N	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD
0430175136	2	\$252.53	\$6,060.64	24.000	LF	N	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD
0430175142	1	\$219.57	\$9,880.65	45.000	LF	N	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD
0430175218	4	\$172.40	\$81,200.13	471.000	LF	N	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD
0430175224	1	\$137.65	\$3,578.90	26.000	LF	N	PIPE CULVERT,OPTIONAL MATERIAL,OTHER SHAPE-ELIP/ARCH, 24"S/CD
0430185124	1	\$856.20	\$283,402.20	331.000	LF	N	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, JACK & BORE, 24", STORM AND CROSS DRAIN
0430185142	1	\$1,113.08	\$106,855.68	96.000	LF	N	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, JACK & BORE, 42", STORM AND CROSS DRAIN
0430530200	1	\$10,900.00	\$10,900.00	1.000	EA	N	STRAIGHT CONCRETE ENDWALLS, 30", DOUBLE, 0 DEGREES, ROUND
0430610229	1	\$2,876.83	\$2,876.83	1.000	EA	N	U-ENDWALL, INDEX 261/430-011, 1:3 SLOPE, 24"PIPE
0430612133	1	\$7,207.00	\$7,207.00	1.000	EA	N	U-ENDWALL, WITH GRATE, INDEX 261/430-011, 1:4 SLOPE, 30" PIPE
0430830	1	\$319.62	\$26,848.08	84.000	CY	N	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE
0430950	1	\$217.30	\$17,579.57	80.900	CY	N	DESILTING CONCRETE BOX CULVERT
0430963 1	1	\$38.38	\$9,825.28	256.000	LF	N	PVC PIPE FOR BACK OF SIDEWALK, 4"
0430982123	1	\$1,800.00	\$1,800.00	1.000	EA	N	MITERED END SECTION, OPTIONAL ROUND, 15" CD
0430982125	4	\$2,114.87	\$21,148.73	10.000	EA	N	MITERED END SECTION, OPTIONAL ROUND, 18" CD
0430982129	2	\$2,661.81	\$7,985.44	3.000	EA	N	MITERED END SECTION, OPTIONAL ROUND, 24" CD

10/24/2022

Page: 10



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0455137 1	1	\$1,605.00	\$16,050.00	10.000	EA	N	LOAD TEST (DYNAMIC), INTERNAL GAUGES
0455143 23	1	\$450.00	\$100,800.00	224.000	LF	N	TEST PILES-PRESTRESSED CONCRETE, 18" SQ W/ FRP OR STAINLESS STEEL STRAND AND REINFORCING
0458 1 11	1	\$70.00	\$5,740.00	82.000	LF	N	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER ROD
0458 1 21	3	\$71.36	\$107,111.33	1,501.000	LF	N	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD
0460112	1	\$10,000.00	\$20,000.00	2.000	EA	N	ANCHOR BOLT REPLACEMENT
0465 2155	1	\$10,000.00	\$10,000.00	1.000	EA	N	MOVABLE BRIDGE MACHINERY & CASTING-REHABILITATION, F&I TEMPORARY HYDRAULIC SYSTEM
0465 20	1	\$300.00	\$36,000.00	120.000	DA	N	MOVABLE BRIDGE- PREVENTATIVE MAINTENANCE & ROUTINE REPAIR
0465 21	1	\$791.00	\$94,920.00	120.000	DA	N	MOVABLE BRIDGE OPERATOR
0465 71 3	1	\$20,000.00	\$20,000.00	1.000	LS	N	MOVABLE BRIDGE FUNCTIONAL CHECKOUT, PHASE C
0471 1 1	1	\$25,000.00	\$467,500.00	18.700	MB	N	FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED
0471 1 2	2	\$26,291.35	\$194,556.00	7.400	MB	N	FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED
0508 4	1	\$408,000.00	\$408,000.00	1.000	LS	N	MOVABLE BRIDGE ELECTRICAL EQUIPMENT, REHABILITATION
0508 73 1	1	\$2,843.75	\$910,000.00	320.000	LF	N	SUBMARINE CABLE ASSEMBLY, FURNISH & INSTALL
0508 73 4	1	\$54.46	\$12,526.00	230.000	LF	N	SUBMARINE CABLE ASSEMBLY, REMOVE
0510 1	1	\$35,000.00	\$35,000.00	1.000	LS	N	NAVIGATION LIGHTS- FIXED BRIDGE, SYSTEM
0515 1 2	6	\$83.36	\$39,763.51	477.000	LF	N	PIPE HANDRAIL - GUIDERAIL, ALUMINUM

10/24/2022

Page: 12



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0515 1 42	1	\$25.47	\$560.34	22.000	LF	N	PIPE HANDRAIL - GUIDERAIL, RELOCATE, ALUMINUM
0515 2311	1	\$59.00	\$3,835.00	65.000	LF	N	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1
0515 4 2	1	\$54.00	\$7,830.00	145.000	LF	N	BULLET RAIL, DOUBLE RAIL
0520 1 7	11	\$35.58	\$320,531.97	9,008.000	LF	N	CONCRETE CURB & GUTTER, TYPE E
0520 1 10	13	\$42.92	\$625,490.76	14,573.000	LF	N	CONCRETE CURB & GUTTER, TYPE F
0520 2 1	2	\$28.70	\$16,705.15	582.000	LF	N	CONCRETE CURB, TYPE A
0520 2 2	2	\$31.09	\$17,100.22	550.000	LF	N	CONCRETE CURB, TYPE B
0520 2 4	4	\$54.75	\$43,362.14	792.000	LF	N	CONCRETE CURB, TYPE D
0520 3	1	\$48.12	\$9,335.28	194.000	LF	N	VALLEY GUTTER- CONCRETE
0520 5 11	3	\$64.64	\$56,821.86	879.000	LF	N	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE
0520 5 41	2	\$61.90	\$33,612.16	543.000	LF	N	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE
0520 5 42	1	\$80.18	\$16,116.18	201.000	LF	N	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE
0520 6	1	\$44.30	\$10,410.50	235.000	LF	N	SHOULDER GUTTER- CONCRETE
0520 70	4	\$177.18	\$141,211.48	797.000	SY	N	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH
0521 5 13	1	\$95.00	\$27,550.00	290.000	LF	N	CONCRETE TRAFFIC RAILING- BRIDGE, 36" SINGLE-SLOPE
0521 6 11	1	\$55.00	\$7,975.00	145.000	LF	N	CONCRETE PARAPET, PEDESTRIAN/BICYCLE, 27" HEIGHT
0521 72 56	1	\$572.01	\$302,593.29	529.000	LF	N	SHOULDER CONCRETE BARRIER, 56" PIER PROTECTION BARRIER/CRASH WALL
0522 1	16	\$56.45	\$789,271.20	13,983.000	SY	N	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK
0522 2	16	\$70.76	\$517,759.91	7,317.000	SY	N	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0522 3	1	\$27.80	\$722.80	26.000	SY	N	BUS BOARDING PAD- CONCRETE
0524 1 1	1	\$85.53	\$68,937.18	806.000	SY	N	CONCRETE DITCH PAVT, NON REINFORCED, 3"
0524 1 2	2	\$73.58	\$36,641.62	498.000	SY	N	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"
0524 1 29	2	\$99.52	\$62,401.79	627.000	SY	N	CONCRETE DITCH PAVEMENT, 4", REINFORCED
0524 2 2	2	\$72.75	\$18,769.18	258.000	SY	N	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 4"
0526 1 2	2	\$703.50	\$3,517.48	5.000	SY	N	PAVERS, ARCHITECTURAL, SIDEWALK
0527 2	18	\$33.46	\$248,687.65	7,432.000	SF	N	DETECTABLE WARNINGS
0530 3 3	1	\$160.00	\$85,632.00	535.200	TN	N	RIPRAP- RUBBLE, BANK AND SHORE
0530 3 4	3	\$290.95	\$8,612.26	29.600	TN	N	RIPRAP, RUBBLE, F&I, DITCH LINING
0530 4 4	1	\$857.00	\$42,850.00	50.000	SY	N	ARTICULATING CONCRETE BLOCK REVETMENT SYSTEM, THICKNESS 4"
0530 74	2	\$128.12	\$21,267.87	166.000	TN	N	BEDDING STONE
0536 1 0	1	\$26.35	\$2,766.75	105.000	LF	N	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2
0536 1 1	4	\$27.43	\$170,141.58	6,202.000	LF	N	GUARDRAIL -ROADWAY, GENERAL TL-3
0536 1 3	1	\$46.92	\$910,294.92	19,401.000	LF	N	GUARDRAIL- ROADWAY, DOUBLE FACE
0536 5 2	1	\$32.57	\$5,308.91	163.000	LF	N	RUBRAIL FOR GUARDRAIL, DOUBLE SIDED RUB RAIL
0536 6	1	\$25.66	\$2,566.00	100.000	LF	N	PIPE RAIL FOR GUARDRAIL
0536 7 1	1	\$151.42	\$28,164.12	186.000	EA	N	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION- TIMBER OR STEEL
0536 7 2	2	\$325.24	\$8,456.30	26.000	EA	N	SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT

10/24/2022

Page: 14



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0536 8112	2	\$3,481.38	\$13,925.52	4.000	EA	N	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, APPROACH TL-3
0536 8113	2	\$1,218.59	\$2,437.18	2.000	EA	N	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, TRAILING
0536 8122	3	\$3,988.73	\$63,819.66	16.000	EA	N	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-002, APPROACH TL-3
0536 73	5	\$1.92	\$46,158.82	24,000.000	LF	N	GUARDRAIL REMOVAL
0536 85 20	4	\$1,698.49	\$27,175.86	16.000	EA	N	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE
0536 85 24	5	\$3,310.44	\$59,587.88	18.000	EA	N	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL
0536 85 27	1	\$11,748.62	\$46,994.48	4.000	EA	N	GUARDRAIL END TREATMENT- DOUBLE FACE APPROACH TERMINAL
0536 85 29	1	\$2,008.31	\$2,008.31	1.000	EA	N	GUARDRAIL END TREATMENT- DOUBLE FACE TRAILING ANCHORAGE
0544 2 2	1	\$19,215.29	\$38,430.58	2.000	EA	N	CRASH CUSHION, TL-2, WIDE
0544 3 1	1	\$28,849.83	\$230,798.64	8.000	EA	N	CRASH CUSHION, TL-3, NARROW
0546 72 1	1	\$1,079.57	\$54,272.14	50.272	GM	N	GROUND-IN RUMBLE STRIPS, 16"
0546 72 2	1	\$6,155.57	\$27,447.69	4.459	GM	N	GROUND-IN RUMBLE STRIPS, 8" CYLINDRICAL
0546 72 3	1	\$3,320.00	\$16,483.80	4.965	GM	N	GROUND-IN RUMBLE STRIPS, 8" SINUSOIDAL
0548 12	1	\$55.00	\$106,700.00	1,940.000	SF	N	RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER
0550 10220	1	\$35.40	\$42,338.40	1,196.000	LF	N	FENCING, TYPE B, 5.1-6.0', STANDARD
0550 10228	1	\$35.90	\$2,010.40	56.000	LF	N	FENCING, TYPE B, 5.1-6.0, RESET EXISTING
0550 60233	1	\$8,943.72	\$8,943.72	1.000	EA	N	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING

10/24/2022

Page: 15

MDC041



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 06
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0713103102	1	\$51,200.00	\$512.00	.010	GM	N	PERMANENT TAPE, WHITE, SOLID, 8" EXIT LANE AT INTERCHANGE ON CONCRETE PAVEMENT
0713103131	6	\$14,212.41	\$12,791.17	.900	GM	N	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE SURFACES
0713103201	5	\$39,902.68	\$18,435.04	.462	GM	N	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES
0713103331	3	\$30,982.90	\$7,373.93	.238	GM	N	PERMANENT TAPE, BLACK, SKIP/DOTTED, 6" FOR CONCRETE SURFACES
0715 1 12	3	\$1.96	\$75,934.59	38,714.000	LF	N	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6
0715 1 13	1	\$2.18	\$17,121.72	7,854.000	LF	N	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2
0715 1 60	2	\$.53	\$17,910.92	33,802.000	LF	N	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS
0715 5 21	1	\$2,411.00	\$9,644.00	4.000	EA	N	LUMINAIRE & BRACKET ARM, REPLACE LUMINAIRE AND ARM ON EXISTING POLE
0715 5 31	2	\$3,518.33	\$42,219.92	12.000	EA	N	LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE
0715 7 11	1	\$19,000.00	\$19,000.00	1.000	EA	N	LOAD CENTER, F&I, SECONDARY VOLTAGE
0715 7 21	1	\$2,210.56	\$4,421.12	2.000	EA	N	LOAD CENTER, REWORK, SECONDARY VOLTAGE
0715 11211	1	\$1,597.36	\$4,792.08	3.000	EA	N	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD
0715 11500	1	\$128.03	\$384.09	3.000	EA	N	LUMINAIRE, REMOVE
0715 61211	1	\$10,600.00	\$42,400.00	4.000	EA	N	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 8' ARM LENGTH



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0120 6	7	\$14.00	\$5,316,143.53	379,767.200	CY	N	EMBANKMENT
0120 71	8	\$10,990.49	\$120,895.36	11.000	LS	N	REGULAR EXCAVATION (3-R PROJECTS ONLY)
0121 70	1	\$436.00	\$784.80	1.800	CY	N	FLOWABLE FILL
0145 2	2	\$9.57	\$48,419.40	5,058.000	SY	N	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL
0160 4	14	\$1.72	\$442,434.36	257,505.000	SY	N	TYPE B STABILIZATION
0210 1 1	1	\$11.00	\$25,828.00	2,348.000	SY	N	REWORKING LIMEROCK BASE, 6"
0210 1 9	2	\$5.12	\$14,612.00	2,854.000	SY	N	REWORKING LIMEROCK BASE, 3"
0285701	4	\$21.20	\$2,819,872.00	132,992.000	SY	N	OPTIONAL BASE, BASE GROUP 01
0285702	1	\$45.00	\$4,950.00	110.000	SY	N	OPTIONAL BASE, BASE GROUP 02
0285703	1	\$16.50	\$54,813.00	3,322.000	SY	N	OPTIONAL BASE, BASE GROUP 03
0285704	2	\$13.93	\$499,649.35	35,856.000	SY	N	OPTIONAL BASE, BASE GROUP 04
0285706	2	\$15.29	\$159,576.00	10,436.000	SY	N	OPTIONAL BASE, BASE GROUP 06
0285709	9	\$15.22	\$254,031.63	16,694.000	SY	N	OPTIONAL BASE, BASE GROUP 09
0285711	7	\$13.87	\$1,045,407.20	75,368.000	SY	N	OPTIONAL BASE, BASE GROUP 11
0285714	1	\$43.00	\$10,578.00	246.000	SY	N	OPTIONAL BASE, BASE GROUP 14
0285715	3	\$73.52	\$398,538.62	5,421.000	SY	N	OPTIONAL BASE, BASE GROUP 15
0286 1	1	\$47.25	\$2,362.50	50.000	SY	N	TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS
0327 70 1	6	\$2.37	\$58,770.75	24,827.000	SY	N	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH
0327 70 2	1	\$6.50	\$9,152.00	1,408.000	SY	N	MILLING EXISTING ASPHALT PAVEMENT, 3 1/2" AVG DEPTH
0327 70 5	5	\$2.53	\$535,778.75	212,176.000	SY	N	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH

10/24/2022

Page: 4



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0339 1	7	\$195.59	\$297,552.51	1,521.300	TN	N	MISCELLANEOUS ASPHALT PAVEMENT
0350 3 7	1	\$57.00	\$6,526,500.00	114,500.000	SY	N	PLAIN CEMENT CONCRETE PAVEMENT, 9"
0350 3 9	1	\$90.00	\$504,000.00	5,600.000	SY	N	PLAIN CEMENT CONCRETE PAVEMENT, 10"
0350 3 13	1	\$90.00	\$58,140.00	646.000	SY	N	PLAIN CEMENT CONCRETE PAVEMENT, 12"
0350 5	1	\$2.50	\$472,747.50	189,099.000	LF	N	CLEANING & SEALING JOINTS- CONCRETE PAVEMENT
0350 30 13	1	\$131.00	\$42,575.00	325.000	SY	N	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH
0352 70	1	\$3.80	\$476,056.40	125,278.000	SY	N	GRINDING CONCRETE PAVEMENT
0370 1	2	\$74.86	\$84,440.10	1,128.000	LF	N	BRIDGE APPROACH EXPANSION JOINT FOR CONCRETE PAVEMENT
0400 0 11	1	\$565.00	\$273,460.00	484.000	CY	N	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011
0400 2 4	1	\$650.00	\$3,704,675.00	5,699.500	CY	N	CONC CLASS II, BRIDGE SUPERSTRUCTURE
0400 2 10	2	\$302.83	\$833,490.00	2,752.300	CY	N	CONCRETE CLASS II, APPROACH SLABS
0400 3 20	1	\$2,100.00	\$644,280.00	306.800	CY	N	CONC CLASS III, SEAL
0400 4 5	1	\$800.00	\$1,112,880.00	1,391.100	CY	N	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE
0400 4 25	1	\$640.00	\$1,210,624.00	1,891.600	CY	N	CONCRETE CLASS IV, MASS, SUBSTRUCTURE
0400 7 1	2	\$4.26	\$100,526.00	23,606.000	SY	N	BRIDGE DECK GROOVING
0400 9 1	1	\$5.30	\$126,526.90	23,873.000	SY	N	BRIDGE DECK PLANING
0400143	3	\$86.00	\$269,577.00	314,466.000	SF	N	CLEANING & COATING CONCRETE SURFACE, CLASS 5
0400147	1	\$860.00	\$79,034.00	91.900	CF	N	COMPOSITE NEOPRENE PADS
0400148	1	\$460.00	\$12,650.00	27.500	CF	N	PLAIN NEOPRENE BEARING PADS
0400153	1	\$220.00	\$2,200.00	10.000	CF	N	NON SHRINK GROUT, F&J, MISCELLANEOUS- STRUCTURES REHAB

10/24/2022

Page: 6

MDC044



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0411 1	1	\$125.00	\$11,125.00	89.000	GA	N	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB
0411 2	1	\$45.00	\$75,195.00	1,671.000	LF	N	CRACKS INJECT & SEAL- STRUCTURES REHAB
0415 1 4	2	\$1.10	\$1,710,375.70	1,553,869.000	LB	N	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE
0415 1 5	1	\$1.15	\$864,134.15	751,421.000	LB	N	REINFORCING STEEL- BRIDGE SUBSTRUCTURE
0415 1 9	2	\$1.11	\$594,958.40	538,232.000	LB	N	REINFORCING STEEL- APPROACH SLABS
0425 1201	3	\$4,456.44	\$40,108.00	9.000	EA	N	INLETS, CURB, TYPE 9, <10'
0425 1203	1	\$6,875.00	\$6,875.00	1.000	EA	N	INLETS, CURB, TYPE 9, J BOT, <10'
0425 1204	1	\$11,200.00	\$11,200.00	1.000	EA	N	INLETS, CURB, TYPE 9, J BOT, >10'
0425 1211	1	\$7,800.00	\$7,800.00	1.000	EA	N	INLETS, CURB, TYPE 10, <10'
0425 1331	1	\$5,500.00	\$38,500.00	7.000	EA	N	INLETS, CURB, TYPE P-3, <10'
0425 1332	1	\$8,800.00	\$26,400.00	3.000	EA	N	INLETS, CURB, TYPE P-3, >10'
0425 1335	1	\$8,200.00	\$8,200.00	1.000	EA	N	INLETS, CURB, TYPE P-3, PARTIAL
0425 1341	2	\$8,980.00	\$17,960.00	2.000	EA	N	INLETS, CURB, TYPE P-4, <10'
0425 1345	1	\$5,230.00	\$5,230.00	1.000	EA	N	INLETS, CURB, TYPE P-4, PARTIAL
0425 1351	6	\$5,705.32	\$353,730.00	62.000	EA	N	INLETS, CURB, TYPE P-5, <10'
0425 1352	1	\$8,100.00	\$48,600.00	6.000	EA	N	INLETS, CURB, TYPE P-5, >10'
0425 1355	7	\$4,382.00	\$61,347.95	14.000	EA	N	INLETS, CURB, TYPE P-5, PARTIAL
0425 1361	5	\$6,992.17	\$174,804.13	25.000	EA	N	INLETS, CURB, TYPE P-6, <10'
0425 1362	1	\$8,200.00	\$49,200.00	6.000	EA	N	INLETS, CURB, TYPE P-6, >10'
0425 1365	2	\$3,416.00	\$6,832.00	2.000	EA	N	INLETS, CURB, TYPE P-6, PARTIAL

10/24/2022

Page: 7

MDC045



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0425 1705	1	\$4,950.00	\$4,950.00	1.000	EA	N	INLETS, GUTTER, TYPE S, PARTIAL
0425 1711	1	\$8,895.00	\$8,895.00	1.000	EA	N	INLETS, GUTTER, TYPE V, <10'
0425 1719	1	\$2,625.00	\$2,625.00	1.000	EA	N	INLETS, GUTTER, TYPE V, MODIFY
0425 1910	1	\$6,600.00	\$6,600.00	1.000	EA	N	INLETS, CLOSED FLUME
0425 1921	2	\$6,699.10	\$743,600.00	111.000	EA	N	INLETS, ADJACENT BARRIER, <=10'
0425 1922	1	\$9,900.00	\$19,800.00	2.000	EA	N	INLETS, ADJACENT BARRIER, >10'
0425 1923	1	\$12,600.00	\$12,600.00	1.000	EA	N	INLETS, ADJACENT BARRIER, J BOTTOM, < 10'
0425 2 41	2	\$5,280.95	\$110,900.00	21.000	EA	N	MANHOLES, P-7, <10'
0425 2 42	1	\$7,800.00	\$54,600.00	7.000	EA	N	MANHOLES, P-7, >10'
0425 2 43	1	\$2,250.00	\$4,500.00	2.000	EA	N	MANHOLES, P-7, PARTIAL
0425 2 61	3	\$5,720.00	\$80,080.00	14.000	EA	N	MANHOLES, P-8, <10'
0425 2 62	2	\$7,450.00	\$29,800.00	4.000	EA	N	MANHOLES, P-8, >10'
0425 2 63	3	\$4,515.00	\$18,060.00	4.000	EA	N	MANHOLES, P-8, PARTIAL
0425 2 71	3	\$7,020.00	\$35,100.00	5.000	EA	N	MANHOLES, J-7, <10'
0425 2 72	2	\$17,000.00	\$51,000.00	3.000	EA	N	MANHOLES, J-7, >10'
0425 2 91	1	\$8,700.00	\$26,100.00	3.000	EA	N	MANHOLES, J-8, <10'
0425 2 92	2	\$12,775.64	\$89,429.48	7.000	EA	N	MANHOLES, J-8, >10'
0425 5	13	\$520.59	\$209,797.64	403.000	EA	N	MANHOLE, ADJUST
0425 11	1	\$2,000.00	\$2,000.00	1.000	EA	N	MODIFY EXISTING DRAINAGE STRUCTURE
0430173118	1	\$845.00	\$5,070.00	6.000	LF	N	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18", GUTTER DRAIN

10/24/2022

Page: 9



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0443 70 4	4	\$174.51	\$2,039,554.00	11,687.000	LF	N	FRENCH DRAIN, 24"
0443 70 6	1	\$181.50	\$84,760.50	467.000	LF	N	FRENCH DRAIN, 36"
0446 1 1	1	\$25.00	\$403,450.00	16,138.000	LF	N	EDGEDRAIN DRAINCRETE, STANDARD
0446 71 1	1	\$34.00	\$71,536.00	2,104.000	LF	N	EDGEDRAIN OUTLET PIPE, 4"
0450 2 36	1	\$310.00	\$86,800.00	280.000	LF	N	PREST BEAMS: FLORIDA-I BEAM 36"
0450 2 45	1	\$320.00	\$544,320.00	1,701.000	LF	N	PREST BEAMS: FLORIDA-I BEAM 45"
0450 2 54	1	\$400.00	\$1,014,800.00	2,537.000	LF	N	PREST BEAMS: FLORIDA-I BEAM 54"
0450 2 72	1	\$430.00	\$826,460.00	1,922.000	LF	N	PREST BEAMS: FLORIDA-I BEAM 72"
0450 2 96	1	\$580.00	\$2,347,840.00	4,048.000	LF	N	PREST BEAMS: FLORIDA-I BEAM 96"
0455 34 3	1	\$250.00	\$240,000.00	960.000	LF	N	PRESTRESSED CONCRETE PILING, 18" SQ
0455 34 5	1	\$220.00	\$669,240.00	3,042.000	LF	N	PRESTRESSED CONCRETE PILING, 24" SQ
0455133 2	1	\$15.25	\$594,750.00	39,000.000	SF	N	SHEET PILING STEEL, TEMPORARY-CRITICAL
0455143 3	1	\$400.00	\$88,000.00	220.000	LF	N	TEST PILES-PRESTRESSED CONCRETE, 18" SQ
0455143 5	1	\$400.00	\$100,000.00	250.000	LF	N	TEST PILES-PRESTRESSED CONCRETE, 24" SQ
0458 1 11	1	\$85.00	\$151,215.00	1,779.000	LF	N	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER ROD
0458 1 21	3	\$39.21	\$47,047.80	1,200.000	LF	N	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD
0458 1 24	1	\$3,400.00	\$1,020,000.00	300.000	LF	N	BRIDGE DECK EXPANSION JOINT, REHABILITATION, FINGER JOINT
0458 2	3	\$689.96	\$157,034.85	227.600	CF	N	POLYMER NOSING FOR BRIDGE DECK EXPANSION JOINT

10/24/2022

Page: 11



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Cnts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0459 71	1	\$14.00	\$22,568.00	1,612.000	SY	N	PILES, POLYETHYLENE SHEETING
0460 2 1	1	\$4.57	\$880,000.00	192,627.000	LB	N	STRUCT STEEL, CARBON
0460 2 2	1	\$2.78	\$4,600,000.00	1,657,021.000	LB	N	STRUCT STEEL, LOW ALLOY
0461114 14	2	\$24,333.33	\$73,000.00	3.000	EA	N	MULTIROTATIONAL BEARING ASSEM EXP, F&I, 751- 1000KIPS
0470 1	1	\$40,000.00	\$28,000.00	.700	MB	N	TREATED TIMBER, STRUCTURAL
0506 2	1	\$500.00	\$177,500.00	355.000	LF	N	BRIDGE DRAINAGE PIPE
0506 3	1	\$3,600.00	\$25,200.00	7.000	EA	N	BRIDGE DRAINS
0515 1 1	1	\$66.00	\$1,518.00	23.000	LF	N	PIPE HANDRAIL - GUIDERAIL, STEEL
0515 1 2	3	\$39.30	\$85,162.75	2,167.000	LF	N	PIPE HANDRAIL - GUIDERAIL, ALUMINUM
0515 4 1	3	\$50.80	\$25,653.00	505.000	LF	N	BULLET RAIL, SINGLE RAIL
0515 4 2	2	\$127.39	\$5,860.00	46.000	LF	N	BULLET RAIL, DOUBLE RAIL
0519 78	3	\$755.00	\$14,345.00	19.000	EA	N	BOLLARDS
0520 1 7	6	\$35.01	\$101,918.50	2,911.000	LF	N	CONCRETE CURB & GUTTER, TYPE E
0520 1 10	15	\$26.22	\$1,797,273.85	68,534.000	LF	N	CONCRETE CURB & GUTTER, TYPE F
0520 1 12	1	\$65.10	\$2,018.10	31.000	LF	N	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE
0520 2 1	2	\$48.71	\$10,326.00	212.000	LF	N	CONCRETE CURB, TYPE A
0520 2 2	1	\$27.00	\$7,101.00	263.000	LF	N	CONCRETE CURB, TYPE B
0520 2 4	10	\$28.79	\$84,608.25	2,939.000	LF	N	CONCRETE CURB, TYPE D
0520 2 8	1	\$27.00	\$6,939.00	257.000	LF	N	CONCRETE CURB, TYPE RA
0520 3	1	\$32.00	\$1,344.00	42.000	LF	N	VALLEY GUTTER- CONCRETE

10/24/2022

Page: 12

MDC048



Florida Department of Transportation
Item Average Unit Cost
From 2021/10/01 to 2022/09/30
Statewide

Market Area: 13
Contract Type: CC
Displaying: VALID ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0520 4	1	\$5.00	\$2,615.00	523.000	LF	N	CURB-CONCRETE PAVEMENT JOINT
0520 5 11	3	\$56.18	\$14,326.80	255.000	LF	N	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE
0520 5 41	6	\$52.42	\$160,138.40	3,055.000	LF	N	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE
0520 5 46	1	\$105.00	\$1,050.00	10.000	LF	N	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 8.5' WIDE
0520 6	1	\$21.15	\$44,880.30	2,122.000	LF	N	SHOULDER GUTTER- CONCRETE
0520 70	5	\$125.52	\$105,689.70	842.000	SY	N	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH
0521 1 11	3	\$98.80	\$549,650.35	5,563.000	LF	N	MEDIAN CONCRETE BARRIER, 38" HEIGHT
0521 1 12	1	\$136.00	\$718,488.00	5,283.000	LF	N	MEDIAN CONCRETE BARRIER, SHORT GRADE-SEPARATED
0521 1 13	1	\$310.00	\$1,535,120.00	4,952.000	LF	N	MEDIAN CONCRETE BARRIER, TALL GRADE-SEPARATED
0521 1 14	2	\$694.51	\$28,474.92	41.000	LF	N	MEDIAN CONCRETE BARRIER, VARIABLE SECTION WIDTH FOR SIGN OR PIER SHIELDING
0521 5 4	1	\$120.00	\$41,160.00	343.000	LF	N	CONCRETE TRAFFIC RAILING- BRIDGE, 32" VERTICAL FACE
0521 5 12	1	\$100.00	\$135,000.00	1,350.000	LF	N	CONCRETE TRAFFIC RAILING- BRIDGE, 36" MEDIAN SINGLE SLOPE
0521 5 13	1	\$100.00	\$358,500.00	3,585.000	LF	N	CONCRETE TRAFFIC RAILING- BRIDGE, 36" SINGLE-SLOPE
0521 8 7	1	\$250.00	\$1,306,250.00	5,225.000	LF	N	CONCRETE BARRIER, WITH JUNCTION SLAB, 36" SINGLE SLOPE
0521 9 1	1	\$69.00	\$85,974.00	1,246.000	LF	N	OPAQUE VISUAL BARRIER, INDEX 521-010 CONCRETE
0521 72 40	1	\$250.00	\$258,000.00	1,032.000	LF	N	SHOULDER CONCRETE BARRIER, 38" OR 44" HEIGHT
0521 72 42	1	\$247.50	\$12,127.50	49.000	LF	N	SHOULDER CONCRETE BARRIER, 38" TRENCH FOOTING SECTION
0521 72 60	1	\$144.00	\$5,760.00	40.000	LF	N	SHOULDER CONCRETE BARRIER, 38" WALL SHIELDING BARRIER
0522 1	15	\$45.96	\$1,041,871.66	22,669.000	SY	N	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK

10/24/2022

Page: 13

SECTION 4 ALTERATIONS TO WORK

4-1 ***Intent of Contract***

The intent of the Contract is to bind the Design-Build Firm to furnish all engineering and all of its associated direct and indirect costs, construction, labor, Materials, Equipment, supervision, tools, transportation, and supplies required to complete the Work in accordance with the requirements of the Design and Construction Criteria, the Specifications, and the terms of the Contract Documents. The terms and conditions of this Contract are fixed price and fixed time. The Design-Build Firm's Price Proposal shall be a lump sum amount for the Work and is detailed in the Contract Documents.

The Design-Build Firm shall have all liability and responsibility for all unknowns and/or differing site conditions, including but not limited to any or all utilities, subsoil conditions, permits, etc. of any nature or kind, unless otherwise stated in the Contract. In the event that unforeseeable Work is provided for in the Contract, such Work shall be paid for in accordance with Article 4-3, *Alteration of Scope or of Character of Work*.

Because construction by others may be underway within or in the vicinity of the project during the Contract, the Design-Build Firm will be responsible for coordinating project operations with those operations of other contractors, as necessary.

4-2 ***Work not Covered by the MDX General Specifications***

Proposed Design, Construction and any contractual requirements not covered by these MDX General Specifications may be covered by notes shown on the Conceptual Plans, or by requirements provided by the Contract Documents. The Design-Build Firm shall be responsible for developing the Technical Special Provisions and Plans for submittal and review by the Engineer. All these requirements of the Contract Documents shall be considered part of these Specifications.

4-3 ***Alteration of Scope or of Character of Work***

4-3.1 **General:**

The Engineer reserves the right to make at any time prior to or during the progress of the Work such increases or decreases in quantities, whether a Significant Change as defined below, or not, and such alterations in the nature of the Design or in the type of Construction as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety Bond. The Design-Build Firm agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

The term "Significant Change" applies when the Engineer determines that the character of the Work as altered differs materially in kind or nature from that involved or included in the Contract Documents. The determination of Significant Change will be at the sole discretion of the Engineer. Such determination by the Engineer shall be conclusive and not subject to challenge by the Design-Build Firm in any forum, except upon the Design-Build Firm establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good faith basis.

The Design-Build Firm shall secure the Engineer's written approval for all alterations. Approved alterations shall not be considered as a waiver of any conditions of the Contract Documents or release the Surety, nor shall they invalidate any of the provisions thereof. The Design-Build Firm agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

In the case where the Design-Build Firm and Engineer are not in agreement as to what is considered Extra Work, as defined herein, the Design-Build Firm shall follow the procedures outlined in Article 5-12, *Claims by Design-Build Firm* herein.

4-3.2 **Extra Work:**

4-3.2.1 **Allowable Costs for Extra Work:**

The monetary compensation provided for below constitutes full and complete payment for Extra Work and the Design-Build Firm shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such Extra Work beyond that expressly provided below.

E

a)

Labor and Burden:

Except as otherwise addressed in Sub-article 4-3.2.3.1 below, the Design-Build Firm will receive payment for actual costs of direct labor and burden for Extra Work. Labor includes foremen actually engaged in the Work and will not include project supervisory personnel nor necessary on-site clerical staff. Bonuses to Design-Build Firm's employees shall not be included in the burden.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Design-Build Firm's actual experience modification factor in effect at the time of the Extra Work
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

The certifications required pursuant to Article 3-2, *Pre-Design/Construction Conference*, are a condition precedent to any right of the Design-Build Firm to recover compensation for such costs. Failure to timely submit the certifications will constitute a full, complete, absolute and irrevocable waiver by the Design-Build Firm of any right to recover such costs.

Compensation for project supervisory and clerical personnel, indirect costs, expenses and profit is included under the provisions of Sub-article 4-3.2.1 (d) below or Sub-article 4-3.2.2, *Compensable Time due to Delays*, as applicable. Under no circumstances shall an officer or director of the Design-Build Firm, nor those persons who own more than one percent (1%) of the Design-Build Firm, be considered as project supervisory personnel, direct labor or foremen hereunder.

b)

Materials and Supplies:

For Materials accepted by the Engineer and used on the project, the Design-Build Firm will receive the actual cost of such Materials incorporated into the Work, including Design-Build Firm paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the Work, the Design-Build Firm will receive the actual cost of such supplies.

c)

Equipment:

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Design-Build Firm will receive one hundred percent (100%) of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the Work, and fifty percent (50%) of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the Project Site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the Extra Work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment", whichever is applicable, using all instructions and adjustments contained therein and as modified below.

EXHIBIT E

This instrument prepared by, and to be returned to:

Right of Way & Joint Development Division
Department of Transportation and Public Works
701 NW 1st Court, 15th Floor
Miami, FL. 33136

GMX Project Number: 83634
Parcel Number: 800

PERPETUAL RIGHT-OF-WAY EASEMENT

THIS PERPETUAL RIGH-OF-WAY EASEMENT made the day of 20 , by Greater Miami Expressway Agency, a body politic and corporate, a public instrumentality, a public agency governed by the State of Florida, ("Grantor" or GMX), having its office and principal place of business at 3790 NW 21 Street, Miami, Florida 33142, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through its Department of Transportation and Public Works ("Grantee") whose address is 701 NW 1st Court, Suite 1500, Miami, Florida 33136 ("Grantee" or "County" or "DTPW"), and collectively referred to herein as the "Parties."

WHEREAS, the Parties desire to enter into this Perpetual Easement Agreement to permit Grantee, and its employees, agents, contractors, assigns, and invitees, to construct, install, operate, use, repair, replace, and maintain a road and other right-of-way improvements to be used by the public for transportation purposes in, over, under, upon and through the following described land as shown on Exhibit "A" attached hereof (the "Easement Area"); and

WHEREAS, Grantor has agreed to grant an easement to Grantee for such purpose upon the terms and conditions set forth in this Perpetual Easement Agreement,

NOW THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Recitals.** The recitals set forth above are binding on the Grantor and Grantee, their successors and assigns, and are incorporated as if fully set forth herein.
2. **Grant of Easement.** Grantor hereby grants unto Grantee, and its permitted successors, assigns, employees, agents, contractors, and invitees, an exclusive perpetual easement on, over, under, across, and through the Easement Area, legally described in **Exhibit "A,"** (the "Easement Area") for the purpose of the construction, installation, maintenance, operation, use, repair, and replacement of a road and related right-of-way improvements ("Road Improvements") to be used by the County for public transportation purposes through the Easement Area and shall include

ingress and egress for the public and pedestrians across and through the Easement Area which may include paving and a sidewalk.

3. **Grantor's Retained Rights and Responsibilities:** Grantor shall retain the rights to maintain and/or replace the existing bridge (GMX Project Number: 83634, Southbound Turnpike Ramp to Westbound SR 836) above the Perpetual Right of Way Easement area legally described in **Exhibit "A,"** (the "Easement Area") GMX agrees that it will not unreasonably infringe or encroach on the County's right to improve, maintain and operate the Road Improvements within the perpetual Easement Area.
4. **Grantee's Rights and Responsibilities:** Grantee shall have the right to construct, install, maintain, operate, use, repair, and/or replace the Road Improvements within the Easement Area, in its sole discretion using one or more developers, contractors, or subcontractors. For any Road Improvements built within the Easement Area, Grantee shall maintain, replace, or repair such Road Improvements.
5. **Construction within Easement Area:** Grantee shall require any developer or contractor retained to perform work within the Easement Area to indemnify and hold harmless Grantee and Grantor and their officers, employees, agents, assigns, and instrumentalities from any and all damages, liability, claims, demands, actions, losses or suits, including attorneys' fees and costs of defense, which the County or its officers, employees, agents, assigns, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of any work within the Easement Area by the Grantee or its employees, agents, servants, partners principals, contractors, or subcontractors. Any agreements between the Grantee and its contractor for the performance of work within the Easement Area shall provide that the contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantee and Grantor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, and that any insurance protection required by any agreement(s) with the contractor(s) or otherwise provided by contractor(s) shall in no way limit the responsibility of the contractor(s) to indemnify, keep and save harmless and defend the Grantee or its officers, employees, agents, assigns, or instrumentalities as herein provided. The indemnification obligations of this section survive the termination of this Perpetual Easement Agreement.
6. **Indemnification:** Subject to the monetary and other limitations of Florida Statutes section 768.28, Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents, instrumentalities, assigns, or contractors from any and all damages and/or liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or resulting from negligent act(s) of Grantee and/or any of its employees, agents, or instrumentalities, in connection with the rights granted to or exercised by Grantee hereunder.

7. **Insurance:** Grantee shall require any developer or contractor retained to perform work within the Easement Area to furnish to Grantee and Grantor, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground
 - C. Hazards and Products and Completed Operations. Miami-Dade County and Greater Miami Expressway Agency must be shown as an additional insured with respect to this coverage.
 - D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - E. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
 - F. If Excess Liability is provided a "follow form" policy for the coverage's listed in Section(s) B and C herein, must be provided.

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

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

Or

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

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET SUITE 2340 MIAMI, FL 33128

And

GREATER MIAMI EXPRESSWAY AGENCY
3790 NW 21 STREET, MIAMI, FLORIDA 33142

8. **No Representations.** Grantor represents that it has full authority to grant the rights to Grantee set forth herein, and that no other person or entity holds an interest which would affect the easement and rights set forth herein.
9. **Assignment.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors, and assigns.
10. **Sovereign Rights.** Notwithstanding any other provision herein, Grantor and Grantee each retain their sovereign status hereunder and all sovereign prerogatives and rights and shall not be estopped from withholding or refusing to issue any approvals of, and any applications for, building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the Road Improvements as further provided for herein. Nothing contained herein shall be construed as a waiver or limitation of the conditions, provisions or limitation of Florida Statutes, section 768.28.
11. **Severability.** If any clause or provision of this Easement Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Perpetual Easement Agreement shall not be affected thereby and shall be legal, valid and enforceable, unless such invalidation would render the intent of this Perpetual Easement Agreement void.
12. **Entire Agreement.** This Perpetual Easement Agreement constitutes the entire agreement between the Parties with respect to the specific subject matter hereof.
13. **Law and Venue.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. The exclusive venue for litigation arising out of or relating to the subject matter of this Perpetual Easement Agreement shall be within Miami-Dade County, Florida.
14. **Amendments.** This Agreement may only be amended or modified by written instrument lawfully executed by the Parties (or their successors-in interest) and recorded in the Public Records of Miami-Dade County, Florida.
15. **Interpretation.** No provision of this Agreement will be interpreted in favor of, or against, either Party hereto by reason of the extent to which any such party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

16. **Notices.** All notices, demands, request or other communications required or permitted to be given hereunder must be given in writing and shall be deemed effective (i) immediately upon hand delivery to the address set forth below for the intended recipient, with a receipt issued by the party receiving such deliver; (ii) five (5) business days after having been sent by certified mail, return receipt requested addressed to the intended recipient at the address specified below, of (iii) a noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service which provides delivery confirmation addressed to such party at the address specified below. Any notice sent as required by this Section and refused by the recipient shall be deemed delivered as of the date of such refusal. A party may change its address for purposes of this section by serving notice as provided herein and setting forth the new address. Notices shall be sent as follows:

Grantee: Miami-Dade County
DTPW, Director,
or his or her designee
701 NW 1st Court
17th Floor
Miami, Florida 33136

With a Copy To:
Miami-Dade County
DTPW, Chief ROW,
701 NW 1st Court
15th Floor
Miami, Florida 33136

With a Copy To:
Attn: County Attorneys' Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Grantor: Greater Miami Expressway Agency
Attn: Executive Director
or his or her designee
3790 NW 21 Street
Miami, Florida 33142

[Signature Pages to Follow]

IN WITNESS WHEREOF, Grantee caused this Perpetual Easement Agreement to be executed by the undersigned, on the date first above written.

Attest: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY
By its Board of County Commissioners

By: _____
(Deputy Clerk Signature)

By: _____
Name: _____
As its: County Mayor or Mayor's Designee

Approved as to form
And legal sufficiency

Assistant County Attorney

The foregoing was authorized and approved by Resolution No. _____ of
the Board of County Commissioners of Miami-Dade County Florida on this ____ day of
_____, 20____.

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed by the undersigned, on the date first above written.

WITNESSES:

Greater Miami Expressway Agency

By: _____

Name: _____

Title: _____

Print Name: _____

Address: _____

WITNESSES:

Print Name: _____

Address: _____

STATE OF FLORIDA)

) ss.:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, as _____, who is personally known to me or and has produced _____ as identification who has represented that (s)he is fully authorized to execute same on its behalf.

(Notary Seal)

Signature of Notary Public

Name: _____

My Commission Expires:

EXHIBIT "A"

[Sketch And Legal Description of Easement Area-To Be Attached]