

RESOLUTION NO. 03-125

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING THE PROPOSAL FROM AMERICAN ENGINEERING AND DEVELOPMENT CORPORATION FOR THE TRANSFER OF FILL MATERIAL FROM ITS CURRENT LOCATION AT THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO ROYAL OAKS PARK; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO FINALIZE THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") requested proposals from three contractors to load and haul fill material; and

WHEREAS, after reviewing all proposals received, the Town Manager recommends the selection of American Engineering and Development Corporation; and

WHEREAS, the Town Council finds that accepting the proposal from American Engineering and Development Corporation, is in the best interest of the Town.

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

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

Section 2. Approval of American Engineering. American Engineering and Development Corporation is selected to haul approximately 250 truck loads of fill material from its current location at SW 8th Street and SW 127th Avenue to Royal Oaks Park.

Section 3. Approval of Agreement. The Agreement for hauling of the fill to Royal Oaks Park (the "Agreement"), a copy of which is attached as Exhibit "A," together with

such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds in an amount not to exceed \$20,000 to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

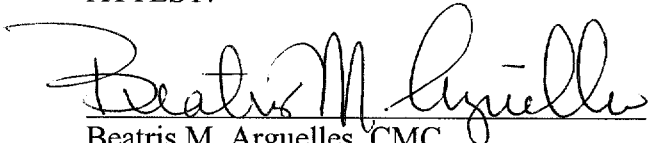
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of March, 2003.



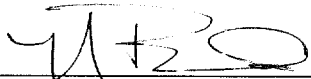
WAYNE SLATON, MAYOR

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
TOWN ATTORNEY

Resolution No. 03-125

02/27/2003 THU 17:28 FAX

Exhibit "A"



**American
Engineering &
Development
Corporation**

PROPOSAL

SUBMITTED TO:

Mr. Al Garcia
Kimley-Horn & Associates, Inc.
420 Lincoln Road, Suite 353
Miami Beach, Florida 33139

Phone: (305) 673-2025
Fax: (305) 673-4882

February 27, 2003

PROJECT NAME:

Miami Lakes Park @ NW 87 Ave. & NW 165 St.

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Subject to acceptance of all "Conditions of Proposal" included herewith, American Engineering & Development Corporation ("AEDC") proposes to furnish, in accordance with the following referenced plans, specifications and addenda acknowledged, all labor, material, equipment and supervision required to perform and complete the site work items referenced under "Scope of Work." Please note that AEDC maintains a Safety Division and that this Proposal includes an allocation of resources necessary to enforce all applicable safety regulations and for regular job site inspections to be performed by our Safety Director and supervisory level employees.

Plans: No Plans

02/27/2003 THU 17:28 FAX

SCOPE OF WORK

\$19,800-

\$ 22,275.00

EARTHWORK AND GRADING

- A. Load existing fill material at SW 8th Street and SW 127th Ave. and truck it to NW 165th Street and NW 87th Ave. Approximate amount of fill is estimated to be 250 truck loads. A unit price of \$ 4.95 per cubic yard or \$ 89.10 per truckload can be used for determining the total cost.
- B. *Note: The above price is based on a total of 250 truckloads. If quantity is more or less final dollar amount will be adjusted respectively.*

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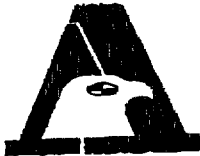
**American
Engineering &
Development
Corporation****QUALIFICATIONS AND EXCEPTIONS**

1. Removal and replacement of unsuitable material including boulders is excluded.
2. Repair or replacement of existing irrigation system is excluded.
3. Removal, replacement or relocation of existing fencing is excluded.
4. Removal, replacement or relocation of existing trees is excluded.
5. Removal, replacement or relocation of existing light or utility poles are excluded.
6. Sodding and processed topsoil is excluded.
7. Certified as-built drawings are excluded.
8. All impact and utility connection fees are excluded.
9. DOT permits are excluded and shall be furnished by Owner.
10. DERM Permit fees are excluded and shall be furnished by Owner.
11. Payment and performance bond premium is excluded.
12. All construction staking and layout is included provided the Owner furnishes adequate control and benchmark.
13. Bid is based on one (1) mobilization, unless otherwise noted.
14. Owner shall furnish upon request one (1) copy of the civil engineering CADD file along with one (1) copy of the current survey and or final plat.
15. Owner to provide four (4) mil mylars of the civil plans for final as-built preparation.
16. Owner to furnish one (1) full set of contract plans and eight (8) sets of blue-line civil plans for office and field distribution.
17. Soils/density testing is excluded.
18. All RPZ's are specifically excluded.

TOTAL BID\$ 19,800⁰⁰**\$ 22,275.00**

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www.aedcorp.com

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TERMS AND CONDITIONS OF AGREEMENT TO PROPOSAL

All materials and workmanship shall be in accordance with the plans and specifications within normal tolerance. Work will be started within 10 days after notice to proceed. Customer will furnish complete plans with specifications plus any additional plans required by governmental agencies.

This quotation is subject to approval of plans and specifications furnished to us for bidding purposes. All engineering control points (benchmarks, surveys, etc.) will be established by the customer or his engineer, or will be supplied by the contractor upon request.

All of our operations will be fully covered by workers' compensation, public liability, and property damage insurance. No claims for property damage will be honored, however, unless we are notified within twenty-four (24) hours after such damages occur, are afforded an opportunity to investigate such claims and unless we are to accept responsibility for the alleged damages.

When prices quoted include the cost of spreading and compacting materials, it is agreed that we will be expected to place the materials only in areas that are accessible to heavy equipment (tandem dump trucks, bulldozers, rollers, etc.) and areas large enough to permit economical utilization of such equipment.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

All prices quoted are subject to Florida sales tax where applicable. This quotation is subject to acceptance within thirty (30) days.

Our terms are net, no discount. Invoices will be submitted as work progresses, based upon approximate quantities of work completed. Statements will be submitted by the 25th and will be due and payable by the 10th of the following month. If account remains unpaid after thirty (30) days from date of statement, Customer agrees to pay the maximum interest rate allowed by law on the unpaid monies, and further agrees to pay all court cost and/or reasonable attorney fees incurred in collection of the account.

Unless our quotation provides otherwise, all charges for fill material delivered to, or removed from the job site will be based upon truck measured quantities.

This quotation does not become a contract until accepted by both Customer and an authorized representative of this company. Please sign and return all copies immediately. One (1) executed copy will be mailed to you for your records.

**AMERICAN ENGINEERING &
DEVELOPMENT CORPORATION**

Kimley-Horn and Associates, Inc.



Authorized Signature

Authorized Signature

Albert morejon, Project Manager

Name & Title

Name & Title

February 27, 2003

Date

Date

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