

RESOLUTION NO. 26-2199

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE USE OF CONTRACT 2021-06, RIGHT-OF-WAY CONSULTANT SERVICES, WITH HDR ENGINEERING, INC.; APPROVING CHANGE ORDER NO. 2 FOR ADDITIONAL RIGHT-OF-WAY CONSULTING SERVICES FOR THE NW 59TH AVENUE EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00), INCLUDING AN APPROXIMATE TEN PERCENT (10%) CONTINGENCY FOR OPTIONAL SERVICES, IF NEEDED; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) requires qualified and experienced right-of-way consultant services in connection with the NW 59th Avenue Extension Project (the “Project”); and

WHEREAS, the Town issued Request for Qualifications (“RFQ”) 2021-06 for Right-of-Way Consultant Services on October 23, 2020, and thereafter entered into Contract 2021-06 with HDR Engineering, Inc. (“HDR”) to provide such services; and

WHEREAS, the right-of-way consultant services include, but are not limited to, acquisition services, business damage analysis and negotiations, relocation assistance, property management administration, and preparation of suit information and lawsuit packages; and

WHEREAS, such services are to be performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, applicable provisions of the Florida Administrative Code, the Florida Department of Transportation Right of Way Procedure Manual, and other applicable laws and regulations; and

WHEREAS, as the Project approaches the final phases of design and the work necessary to complete the required right-of-way rights is finalized, additional right-of-way consulting services are necessary for the last private property within the Project limits; and

WHEREAS, Town staff and HDR negotiated a scope of work and fee for the additional right-of-way consulting services, including project initiation and real estate/right-of-way services, acquisition services, settlement and closing services, suit preparation and legal support, and file transfer/closeout services, as more particularly set forth in the fee proposal attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, HDR's negotiated fee for the additional right-of-way consulting services is Twenty-Seven Thousand Two Hundred Six Dollars and Eighty-Five Cents (\$27,206.85); and

WHEREAS, Town staff recommends approval of Change Order No. 2 to Contract 2021-06 in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), which includes an approximate ten percent (10%) contingency to cover optional services, if needed; and

WHEREAS, the Town Council finds that authorizing the use of Contract 2021-06 and approving Change Order No. 2 with HDR for the additional right-of-way consulting services serves a valid public purpose and 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 Adopted. The foregoing recitals are true and correct and are hereby ratified, confirmed, and incorporated herein by this reference as if fully set forth in this Section.

Section 2. Approval of Change Order No. 2 and Authorization. The Town Council hereby authorizes the use of Contract 2021-06, Right-of-Way Consultant Services, with HDR Engineering, Inc., and approves Change Order No. 2 for additional right-of-way consulting services for the NW 59th Avenue Extension Project in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), including an approximate ten percent (10%) contingency for optional services, if needed, substantially consistent with the fee proposal attached hereto as Exhibit "A." The Town Manager, or designee, is hereby authorized to execute Change Order No. 2 and any related documents necessary to effectuate the purposes of this Resolution, subject to approval as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. The Town Manager, or designee, is hereby authorized to take all actions necessary to implement the purposes of this Resolution and to expend budgeted funds in connection therewith, subject to the availability and appropriation of funds.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

*****THIS PORTION HAS BEEN LEFT PURPOSEFULLY BLANK*****

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

Mayor Joshua Dieguez	Yes
Vice Mayor Bryan Morera	Yes
Councilmember Juan Carlos Fernandez	Yes
Councilmember Angelo Cuadra Garcia	Yes
Councilmember Ray Garcia	Yes
Councilmember Steven Herzberg	Yes
Councilmember Alex Sanchez	Yes

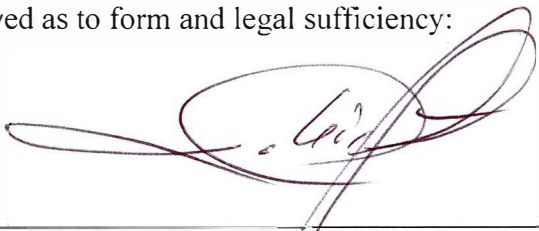
Passed and adopted this 15th day of September 2026.


Joshua Dieguez
Mayor

Attest:


Gina M. Inguanzo
Town Clerk

Approved as to form and legal sufficiency:


Lorenzo Cobiella
Gastesi, Lopez Mestre and Cobiella, PLLC
Deputy Town Attorney

**SCOPE OF SERVICES
BETWEEN
TOWN OF MIAMI LAKES, FLORIDA
AND
HDR ENGINEERING, INC.
FOR THE
NW 59TH AVENUE EXTENSION PROJECT**

1.0 SCOPE OF WORK/DESCRIPTION OF SERVICES: The Consultant shall be required to provide the following services on a Task Authorization Basis:

1.1. Acquisition Services:

(a) Negotiations:

1. Establish and maintain an accurate and complete working file for each parcel
2. Obtain title searches and verify all title work through confirmation with the owner and corroborating any discrepancies through County property tax rolls and any other necessary records.
3. Review sketches, legal descriptions, and construction plans provided by the Town.
4. Notify affected parties (owners and business owners) of rights to appraisal and/or business damage reports pursuant to Florida Statutes 73.015, 73.019, and 73.092 or applicable Florida Statute. Consultant will be responsible for obtaining correct mailing addresses for real estate owners and businesses.
5. Make follow-up contacts in person or by phone or email to property owners/business owners to ensure receipt of letters, answer questions and/or explain the contents of the letters, whenever necessary.
7. Make contacts prior to initiation of negotiations, to the extent possible, to identify subordinate interests, lien holders or tenants, and to provide information to property owners.
8. Prepare and submit First Offer documents for the Town's Review prior to initiating negotiations.
9. Initiate negotiations by making purchase offers based on the approved appraisal. The first offer is to be made within ten (10) working days of receipt of the appraisal report.
10. Conduct negotiations for the acquisition of each parcel in accordance with

all Town policies and procedures, making a thorough effort to obtain negotiated settlements/purchases. Unless dictated by extenuating circumstances at least three contacts should be made prior to suit submittal.

11. Thoroughly document all contacts with property owners and/or their representatives or other pertinent parties on appropriate contact records, forms and correspondence.

12. All counter offers made to the property owners or their representatives must be made in writing. The final offer will be sent by certified mail.

13. Make updated offers in accordance with Town procedures.

14. Conduct research to determine eligibility for potential business damage claims and obtain appropriate documentation to support/refute their eligibility when required by the Town.

15. Attend Town's Right-of-Way meetings to discuss the taking, appraisal report, other pertinent studies, and business damage reports when required.

16. If any financial information is obtained from business owners, the Town shall immediately be notified and copies of all such information shall be provided to the Town's Project Manager.

(b) Settlements and Closing:

1. Receive counter offers from property owners or their representatives for consideration by the Town. The Town has final authority for approval of all settlements submitted by consultants.

2. When appropriate, prepare justification and recommendations for administrative settlements and submit such recommendations to the Town's Project Manager for further handling.

3. If requested, conduct all necessary closings, including closings with owners of tenant- owned improvements/ODA structures, and all related activities including, but not limited to, providing updated title searches, satisfactions of all liens and encumbrances, recording of all title documents, collection and payment of prorated real estate taxes and execution of IRS Form 1099's. The Consultant will follow the Town's Right of Way Procedure Manual regarding closings as well as Town's directives/procedures. However, the consultant may utilize a title company or an attorney, although this is not a requirement. Title insurance is not a requirement.

4. Prepare a preliminary real property inventory for each parcel in accordance with the Town's policies and procedures, and update same as applicable.
5. Review all available information and resolve discrepancies, if any, between parcel inventories, appraisal reports (whether approved or unapproved), property owner inventories, and tenant inventories.
6. Inspect, determine, and document the need for rodent control, and so inform the County.

(c) Suit Preparation and Legal Support:

1. Review title search provided by the Town, verify, and update all title information, and obtain all suit information pertaining to all property interests.
2. Prepare and submit Suit Packages by the established due dates, to the Town's Project Manager for review.
3. After the suit has been forwarded to Town's legal consultant and revisions become necessary (i.e., change of ownership, deletion/addition of subordinate interest, etc.) all pertinent information should be submitted to the Town's Project Manager within five (5) days of notification of such changes. This information will then be forwarded to the Town's legal consultant for further handling. The consultant will be responsible for updating the title search within 10 days after filing of the lawsuit. Notification of the filing will be made to the consultant through the Town's legal consultant.

(d) File Transfer:

Unless otherwise instructed, file transfers shall be conducted in the following manner: After sixty (60) days, but no later than ninety (90) days after title has transferred, and the parcel has been thoroughly reviewed; the working file for each parcel is to be delivered to the Town.

OPTIONAL SERVICES

Business Damage Reports:

A qualified Certified Public Accountant (CPA) shall perform any or all of the following services at the Town's discretion. The actual number of business damage reports cannot be determined until the business survey questionnaires are completed. This actual number will be determined by the Town's Project Manager's written authorization.

1. Determine whether each business to be examined meets the requirements of Sections 73.015, 73.071, 73.091, 73.092, Florida Statutes.

2. Visit each business examined to determine the probable impact of the partial taking on the business operation.
3. Interview the business owner(s) and/or any designated representative to the extent necessary to ensure that a complete understanding of the business operation is obtained.
4. Prepare a Business Damage Estimate Report for a qualifying business(es). Such report(s) shall comply with requirements in accordance with applicable Florida Statutes and Town Rules, Policies, Procedures, Directives and Guidelines.
5. The delivery date for each assignment will be determined mutually and the time necessary for completion of an assignment may vary; however, the range of time allowed will be based generally on the following:
 - a. Eligibility studies: two weeks.
 - b. Report preparation (including research, analysis, report writing, assembling and submission): three weeks.
 - c. Preliminary cost estimates and other research assignments: two weeks.
 - d. Review of Certified Public Accountant/owner/tenant reports: two weeks.
6. Provide consultation services to the Town on matters related to business damages, including, but not limited to:
 - a. Perform preliminary cost estimates to the extent possible with limited data on planned, proposed or hypothetical situations. This may include assignments in connection with Town acquisition, eminent domain strategy, pre-litigation mediation and settlement conferences, and/or meeting with the Town's Project team.
 - b. Conduct research, such as observation of business activities and parking studies, which may include use of photographic or videotaping equipment. This may be performed by the Certified Public Accountant or through employment of specialists.
 - c. Meet with the Town's Project Manager and/or other Town or R/W Consultant personnel to discuss any aspect of the assignments as described above, items 1 through 5.
 - d. Perform a review of business damage reports submitted by other Certified Public Accountants under contract with the Town, landowners and/or tenants for recommendations to the Town for negotiation purposes.
 - e. Review of landowner and/or tenant Certified Public Accountant fees.
 - f. Provide updated business damage reports required by the Town, if required.
 - g. Serve as an expert witness in legal proceedings, if required.
 - h. Obtain the business owner's damage estimate and forward to the Town's Project Manager.

- i. Transmit reviewed business damage estimates to the Town's Project Manager for approval by the Town. The Consultant shall make oral presentation to the Town's Project team regarding the taking, appraisal report and other pertinent studies and business damage reports.
- j. Conduct negotiations for business damages with the business owners based on the approved business damage estimate. outline of appraisal(s) and a summary of negotiations. Final authority for mediation rests with the Town. Consultant shall be responsible for processing all requests for payments of mediation services as requested by the Town.

END OF SCOPE

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: HDR -Real Estate & Right of Way Services

Contract No.: No.

nw 59th

Date: 8/5/2026

Work Order No: No.

Project: NW 59th Avenue Extension

Project No.: No.

Description: Desc. Owner Callepillar Parcel

STAFF CLASSIFICATION

Job Classification Assigned Staff Approved Rate	Principal name		Project Manager Thompson		Senior Agent Custer		Suit Coordinator Milliken		Clerical Ross						Staff Hours	Salary	Average
	Rate:	rate	Rate:	rate	Rate:	rate	Rate:	rate	Rate:	rate	Rate:	rate	Rate:	rate	By	Cost By	Rate Per
	Man hours	Cost/ Task	Man hours	Cost/ Task \$274.49/hr	Man hours	Cost/ Task \$165.31/hr	Man hours	Cost/ Task \$113.57/hr	Man hours	Cost/ Task \$122.02/hr	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task
1 Task 1- Project Initiation, Real Estate & Right of Way Services			3	\$ 823.47	8	\$1,322.48	15	\$ 1,703.55	5	\$ 610.10					31	\$4,460	\$143.86
2 Client Meeting, Assignment Contract Clarification, Notice to Proceed																	
3 AGS/Title Request, Project Setup, County Orders Appraisal																	
4																	
5 Task 2-Acquisition Services			3	\$ 823.47	30	\$4,959.30	15	\$ 1,703.55	5	\$ 610.10					53	\$8,096	\$152.76
6 Review title, sketch, legal description, plans provided																	
7 Initiate contact with owner, prepare & submit offer documents to client																	
8 based on appraisal report																	
9 Present offer and conduct negotiations																	
10																	
11 Task 3- Settlement and Closing			3	\$ 823.47	20	\$ 3,306.20	15	\$ 1,703.55	5	\$ 610.10					43	\$6,443	\$149.84
12 Receive counter offers from owner for Town consideration & approval																	
13 Prepare justification & recommendation settlement to Town																	
14 Prepare and conduct closing activities, property inspection																	
15																	
16 Task 4 - Suit Preparation/Legal support			3	\$ 823.47	20	\$ 3,306.20	15	\$ 1,703.55	5	\$ 610.10					43	\$6,443	\$149.84
17 Review, prepare & submit Suit Packet to Town's PM & Legal Counsel																	
18																	
18 Task 5- File Transfer /Close Out			3	\$ 823.47	2	\$ 330.62			5	\$ 610.10					10	\$1,264	\$176.42
19																	
20																	
21																	
22																	
23																	
24																	
25																	
26																	
31																	
Total Staff Hours			15		80		60		25						180		
Total Staff Cost				\$4,117.35		\$13,224.80		\$6,814.20		\$3,050.50						\$27,206.85	\$151.15

Total % of Work by Position

8.3%

44.4%

33.3%

13.9%

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

Estimate of Principal's Fee

Total hours

/ hour

= \$

-

Notes:

- This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
- Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.

1 - SUBTOTAL ESTIMATED FEE:

Subconsultant: Sub 1
Subconsultant: Sub 2
Subconsultant: Sub 3
Subconsultant: Sub 4
Principal's Fee

2 - SUBTOTAL ESTIMATED FEE:

Geotechnical Field/Lab Testing:
Survey Fee (or Survey Crew Fee):
Other Misc. Fee:

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)
Reimbursable (Allowance)

GRAND TOTAL ESTIMATED FEE:

multiplier

\$ 27,206.85

\$27,206.85

\$ -

\$27,206.85

\$27,206.85



AMERICAN GOVERNMENT SERVICES CORPORATION

Lu Ann Fritz

July 29, 2026

HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

Office: (813) 262-2711
Email: luann.fritz@hdrinc.com

RE: 15550 NW 59th Ave – Folio: 32-2013-001-0620
City of Miami Lakes

Dear Ms. Fritz:

Please accept this letter as confirmation that we can provide Title Services for the above referenced parcel. Report to be completed within a pre-determined schedule upon notice to proceed, price structure good through the end of 2026 on the requested parcel. In accordance with your request, I am pleased to submit the following price proposal:

Title Searches to be provided in the form specified at a rate of:

- | | |
|--------------------------------------|-----------------------|
| • Title Search/Title Commitment | \$ 725.00 per parcel |
| • Closing fee | \$ 395.00 per closing |
| • Title Insurance – Promulgated Rate | \$ To be Determined |

This is to certify that the billing rates contained herein are our normal rates for such services and that the method used to arrive at the rates are the same as for both public and private sector clients. If inflationary increases are requested, this further certifies that proposed increases are consistent with billing rate increases over the past year.

I appreciate the opportunity to work with you on this exciting project. If you have any further questions or need additional information, please don't hesitate to contact me at (813) 933-3322.

Sincerely,

Wendi McAleese

Wendi McAleese, President

From: CM

3812 West Linebaugh Avenue
Tampa, Florida 33624
Phone: (813) 933-3322; Fax: (813) 931-3001