WHEREAS, Islamorada, Village of Islands (the "Village") has requested that the Florida Department of Transportation ("FDOT") realign a portion of the Florida Keys Overseas Heritage Trail ("FKOHT") within the Village; and

WHEREAS, pursuant to the License Agreement ("Agreement") dated January 27, 2015 entered into by FDOT and the Village which is hereby incorporated by reference, the Village granted FDOT a license to occupy property to achieve the requested realignment of the FKOHT; and

WHEREAS, FDOT has agreed to realign a portion of the trail along S.R.5/US1 from Sta. 92+50 and Sta. 100+00, subject to terms and conditions detailed in the Agreement; and

WHEREAS, under financial project numbers 425600-32-01 and 425600-52-01, the Village shall fund the increased costs associated with the realignment of the FKOHT along S.R. 5/US1 from Sta. 92+50 and Sta. 100+00, hereinafter collectively called the "Project", and as detailed in the attached Exhibit "A", "Scope of Services", which is hereby incorporated by reference; and

WHEREAS, the Village Council finds that approval of the Agreement between FDOT
and the Village attached as Exhibit "A" hereto is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council of Islamorada, Village of Islands hereby approves the Agreement between FDOT and the Village, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds 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 Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.
The foregoing Resolution was offered by Vice Mayor Deb Gillis, who moved for its adoption. This motion was seconded by Councilman Chris Sante, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster		YES
Vice Mayor Deb Gillis		YES
Councilman Jim Mooney		YES
Councilman Dennis Ward		YES
Councilman Chris Sante		YES

PASSED AND ADOPTED ON THIS 26TH DAY OF MARCH, 2015.

MIKE FORSTER, MAYOR

ATTEST:

KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
Ms. Lesli Wojtecki
Assistant Public Works Director
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Re: Locally Funded Agreement (LFA) Execution Notice
Project # 425600-6-32-02 and 425600-6-52-02

Dear Ms. Wojtecki:

Enclosed for Islamorada, Village of Islands’ records is one (1) original fully executed Agreement for the aforementioned project. The Agreement was executed by the Florida Department of Transportation (Department) on Wednesday, April 8, 2015.

The Department looks forward to continuing this partnership with the Miami Dade Aviation Department and stands ready to assist you with any questions or concerns you may have. You may contact me at 305-470-5285, if you require further assistance.

Sincerely,

Pablo Valin
Senior Contract Analyst

coc: One (1) Original LFA
cc: Ali Toghiani, Michelle Rapaport, File

www.dot.state.fl.us
LOCALLY FUNDED AGREEMENT

THIS LOCALLY FUNDED AGREEMENT (hereinafter ‘Agreement’) is made and entered into this ___ day of ___ , 2016, between the ISLAMORADA, VILLAGE OF ISLANDS, a municipal corporation of the State of Florida, hereinafter referred to as the ‘VILLAGE’, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’.

RECITALS:

WHEREAS, the DEPARTMENT, the Florida Department of Environmental Protection, hereinafter referred to as the ‘FDEP’, and Monroe County have been active partners contributing equally to the funding of the “Florida Keys Overseas Heritage Trail State Park (the TRAIL) along the State Road (S.R.) 5/U.S. 1 corridor in Monroe County; and

WHEREAS, the VILLAGE has requested that the DEPARTMENT realign a portion of the TRAIL to improve vehicular parking along the Old Highway within the limits of the VILLAGE; and

WHEREAS, in accordance with the License Agreement dated January 27, 2015 entered into by the DEPARTMENT and the VILLAGE, the VILLAGE granted the DEPARTMENT a license to occupy property to achieve the requested realignment of the TRAIL, which is hereby incorporated by reference; and

WHEREAS, the DEPARTMENT has agreed to relocate a portion of the TRAIL along S.R. 5/U.S. 1 from Sta. 92+50 and Sta. 100+00, subject to the terms and conditions detailed in this Agreement; and

WHEREAS, the VILLAGE shall fund the increased costs, under financial project numbers 425600-6-32-02 and 425600-6-52-02, associated with the relocation of the TRAIL along S.R. 5/U.S. 1 from Sta. 92+50 and Sta. 100+00, hereinafter collectively called the ‘PROJECT’, and as detailed in the attached Exhibit “A”, “Scope of Services”, which is herein incorporated by reference; and
WHEREAS, the parties are authorized to enter into this Agreement pursuant to Sections 334.044(7) and 339.12 (2006), Florida Statutes, and authorize its officers to do so.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof.

2. General Requirements

(a) A true and correct copy of the Resolution of the VILLAGE Council approving this Agreement is attached hereto as Exhibit “C”, ‘VILLAGE RESOLUTION’, and is incorporated herein by reference.

(b) E-Verify:

The VILLAGE/Contractors or Vendors:

   i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

   ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
The VILLAGE shall insert the above clause into any contract entered into by the VILLAGE with vendors or contractors hired by the VILLAGE for purposes of performing its duties under this Agreement.

(c) The DEPARTMENT will administer and construct the PROJECT in accordance with the signed and sealed PROJECT plans and as detailed in the attached Exhibit “A”, ‘Scope of Services’. The DEPARTMENT will complete the PROJECT utilizing the funds provided by the VILLAGE.

(d) The VILLAGE will provide funding to the DEPARTMENT, in the aggregate amount of SEVENTY TWO THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS AND NINETY TWO CENTS ($72,387.92), for the PROJECT, subject further to the provisions in Section 3 of this Agreement and as outlined in the attachment Exhibit “B”, “Financial Summary”, which is herein incorporated by reference.

(e) The DEPARTMENT Contractor will not commence work on the PROJECT until VILLAGE funding for the PROJECT is on deposit with the DEPARTMENT.

(f) Upon the receipt, authorization and encumbrance of funding received from the VILLAGE as a result of this Agreement, the DEPARTMENT Contractor will commence work on the PROJECT.


(a) The VILLAGE agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT's execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of SEVENTY TWO THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS AND NINETY TWO CENTS ($72,387.92) for full payment of the estimated PROJECT cost for Locally Funded project numbers 425600-
6-32-01. The advance deposit shall be the total estimated PROJECT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.

(b) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the VILLAGE will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the VILLAGE as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the VILLAGE shall not relieve the VILLAGE from its obligation to pay for its full participation on final accounting as provided herein below. If the VILLAGE cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT’s project manager indicating when the deposit will be made. The VILLAGE understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

(c) If accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the VILLAGE in writing.

(d) Should PROJECT modifications or changes to bid items occur that increase the VILLAGE’s share of total PROJECT costs, the VILLAGE will be notified by the DEPARTMENT accordingly. The VILLAGE agrees to provide, without delay, in
advance of additional work being performed, adequate funds to ensure that cash on
deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT.
The DEPARTMENT shall notify the VILLAGE as soon as it becomes apparent the
actual costs will overrun the award amount. However, failure of the DEPARTMENT
to so notify the VILLAGE shall not relieve the VILLAGE from its obligation to pay for
its full participation during the PROJECT and on final accounting as provided herein
below. Funds due from the VILLAGE during the PROJECT not paid within forty (40)
calendar days from the date of the invoice are subject to an interest charge at a rate
established pursuant to Section 55.03, Florida Statutes (F.S.).

(c) The DEPARTMENT intends to have its final and complete accounting of all costs
incurred in connection with the work performed hereunder within three hundred and
sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the
PROJECT complete when final payment has been made to the Contractor, not when the
construction work is complete. All PROJECT cost records and accounts shall be subject
to audit by a representative of the VILLAGE for a period of three (3) years after final
close out of the PROJECT. The VILLAGE will be notified of the final cost. Both
parties agree that in the event final accounting of total PROJECT costs pursuant to the
terms of this agreement is less than the total deposit to date, a refund of the excess will
be made by the DEPARTMENT to the VILLAGE. If the final accounting is not
performed within three hundred and sixty (360) days, the VILLAGE is not relieved from
its obligation to pay.

(f) In the event the final accounting of total PROJECT costs is greater than the total deposits
to date, the VILLAGE will pay the additional amount within forty (40) calendar days
from the date of the invoice from the DEPARTMENT. The VILLAGE agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(g) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(h) Nothing in this Agreement shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year."

4. Effective Date of this Agreement. This Agreement shall become effective upon execution by the VILLAGE and the DEPARTMENT and as of the date set forth on page one (1) hereof.
5. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

6. **Amendment of Agreement.** This Agreement may only be amended by mutual agreement of the DEPARTMENT and the VILLAGE, expressed in writing and executed and delivered by each.

7. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

   (a) If to the VILLAGE: Islamorada, Village of Islands
       86800 Overseas Highway, 3rd Floor
       Islamorada, Florida 33036
       Attention: Lesli Wojtecki

   (b) If to the DEPARTMENT: Florida Department of Transportation
       1000 NW 111 Avenue, Room 6202B
       Miami, Florida 33172
       Attention: Pablo Valin, Senior Contract Analyst

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

8. **Entire Agreement.** This Agreement, including its attached Exhibits, contain the sole and entire Agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.
9. **Binding Effect.** This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

10. **Waiver.** Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

11. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

12. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

13. **Other Documents.** The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the VILLAGE may require approval by the VILLAGE Council, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the VILLAGE under this Section.

14. **Governing Law.** This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any
judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written, the VILLAGE, signing by and through its VILLAGE Manager, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

ISLAMORADA, VILLAGE OF ISLANDS:  

BY:  

VILLAGE MAYOR

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION:

BY:  

DISTRICT SECRETARY

ATTEST:  

(Seal)  
VILLAGE CLERK

ATTEST:  

(Seal)  
EXECUTIVE SECRETARY

LEGAL REVIEW:

VILLAGE ATTORNEY

DISTRICT CHIEF COUNSEL
EXHIBIT ‘A’

SCOPE OF SERVICES

The PROJECT work consists of relocation of 750 feet of the TRAIL between Sta. 92+50 and Sta. 100+00. The DEPARTMENT will prepare a complete set of contract plans following all established criteria and standards as required by the PROJECT along S.R. 5/U.S. 1 in the VILLAGE.

All items of the scope are outlined as follows:

Roadway:
- Design FKOHT between Sta. 92+50 and Sta. 100+00
- “No Motor Vehicles” and “No Parking” signage for the paved approach areas.

The PROJECT is further defined in Attachment “A1”, PROJECT plans (incorporated herein by reference).

PROJECT LIMITS: S.R. 5/U.S. 1 from Sta. 92+50 to Sta. 100+00

DEPARTMENT Financial Project Numbers: 425600-6-32-02 and 425600-6-52-02

COUNTY: Monroe

DEPARTMENT Project Manager: Ali Toghiani, P.E.; 305-470-5343

CITY/COUNTY Project Manager: Lesli Wojtecki; 305-852-6933
EXHIBIT ‘B’

FINANCIAL SUMMARY

The DEPARTMENT’s Work Program allocates the following funding, programmed under the following Financial Project Numbers, for PROJECT completion:

<table>
<thead>
<tr>
<th>Financial Project No. (FM)</th>
<th>Fiscal Year</th>
<th>Amount:</th>
<th>Fund Type:</th>
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<td>Local Funds (LF)</td>
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<td>425600-6-52-02</td>
<td>2015/2016</td>
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</table>

ISLAMORADA VILLAGE OF ISLANDS FINANCIAL RESPONSIBILITY: $72,387.92

Incorporated herein by reference is Exhibit “B1”, “PROJECT Cost Estimate”
### EXHIBIT 'BI'

**PROJECT Cost Estimate**

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

<table>
<thead>
<tr>
<th>Work Effort</th>
<th>Program Management</th>
<th>Services</th>
<th>Project Management</th>
<th>Empower</th>
<th>Wages / Fringe</th>
<th>Subcontractor</th>
<th>Technical Support</th>
<th>Direct Labor</th>
<th>Indirect Labor</th>
<th>Total Cost</th>
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<tbody>
<tr>
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<td>5%</td>
<td>3%</td>
<td>2%</td>
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<tr>
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<tr>
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<tr>
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<tr>
<td>Phase 11: Phase 11 Tools</td>
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**TOTAL COST**

<table>
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<th>Line Item</th>
<th>Amount</th>
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<td>Project Closeout</td>
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<tr>
<td>Program Management</td>
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<td>Project Management</td>
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<td>Empower</td>
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<td>Wages / Fringe</td>
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<td>Subcontractor</td>
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<td>Technical Support</td>
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<td>Direct Labor</td>
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<td>Indirect Labor</td>
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<td><strong>Total</strong></td>
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**Note:**
- The cost estimate is based on preliminary design and planning for the project.
- Adjustments may be made based on further detailed design and project scope.
- Costs are subject to change based on market conditions and project requirements.

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Page 1 of 15

Locally Funded Agreement between the Islamorada Village of Islands and the Florida Department of Transportation, Financial Project Number 425600-6-32-02 and 425600-6-52-02
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
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<th>UNIT PRICE</th>
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Legend:
- Unit Cost from Monroe County Heronidal Cost

Florida Department of Transportation - District 8
Engineering Estimate

Project Description: SR 826/Bay Island Highway from South of Lignumvitae Channel Bridge (M.P. 4.25) to North of looping Channel Bridge (M.P. 5.82) to North of Jerome Avenue (M.P. 7.87) to M.M. 81.40; Construction of 500 FT between Stas 42+60 and Sta. 100+00

Consultant: HDR Engineering, Inc.
EXHIBIT 'C'

ISLAMORADA, VILLAGE OF ISLANDS RESOLUTION

To be attached hereto and incorporated herein once ratified by the VILLAGE Council.