

This Instrument Was Prepared By and Return to:
Jorge Gomez, Public Works Director
City of Doral Public Works Department
8401 NW 53rd Terrace
Doral, Florida 33166

Folio: 35-3032-008-0010

GRANT OF EASEMENT FOR PUBLIC BUS SHELTER & RELATED FACILITIES
Parcel No. 1057

This Grant of Easement (the "Easement") for the construction, placement, maintenance and use by the general public of a bus shelter and related facilities is made this 13 day of September, 2017 by WEST DADE COUNTY ASSOCIATES, a Florida general partnership (hereinafter the "Grantor"), the address of which is 1445 NW 107TH AVE Doral Fl 33172 to and in favor of **CITY OF DORAL**, a Florida Municipal Corporation (hereinafter the "Grantee"), the principal address of which is 8401 NW 53 Terrace, Doral, Florida 33166. The Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in the City of Doral, Miami-Dade County, Florida, legally described on Exhibit "A", attached hereto and made a material part hereof (the "Easement Parcel"); and

WHEREAS, Grantor desires to grant to Grantee for the use by the general public, an Easement on, over and under the Easement Parcel for the construction, placement, maintenance of a public bus shelter and related facilities; and

WHEREAS, Grantor desires to obtain from the Grantee, the Easement.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars and No Cents (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Easement.
2. Grant of Easement. Grantor does hereby grant, bargain and convey to Grantee, its successors and assigns forever, a permanent easement for public bus shelter purposes, including any and all

appurtenances and related uses pertaining thereto, over, on, upon, across, under and through the Easement Parcel.

3. Title. Grantor does hereby warrant that it has title to the above described property, that it has full power and authority to grant this Easement, and that it will defend title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

4. Term. This Grant of Easement shall be in effect for a term of thirty (30) years, commencing on the effective date hereof, and shall renew automatically for successive ten (10) year period(s), unless terminated sooner by either Party as provided for herein. The effective date of this Easement shall be the date on which all Parties hereto fully execute it ("Effective Date"). The Parties further understand and agree that this Easement is subject to automatic reversion to Grantor in accordance with terms and conditions hereof, including but not limited to, in the event of expiration, abandonment, termination, cancellation, unauthorized assignment or material default.

5. Work to be Performed. As a condition of this Easement, Grantee hereby covenants and agrees that it shall perform any and all work necessary to facilitate the placement of the bus shelter within the Easement Area, including, but not limited to, design, permitting, installation and construction at its sole cost and expense. All work taking place within the Easement Area shall be done by duly-licensed and insured contractors, pursuant to all required permits from all applicable jurisdictional agencies.

- (a) Upon commencement of any work within the proposed easement, all work related to the placement of the bus shelters shall be completed and all equipment removed therefrom by 30 days from such start date (weather permitting).
- (b) Subject and as conditions to the easement granted herein, the City of Doral shall:
 - (1) Require that the contractor may not block any parking spaces located within the mall property nor within the BJ's Protected Area with any construction-related activity or construction vehicles.
 - (2) Re-sod and fill in any shrubs and landscaping that may have been damaged in order to create a reinforced landscape barrier, including installing a temporary fence around the area to ensure a sufficient growth period.

6. Use of Easement.

- (a) Grantee shall have the right to do all things reasonably necessary for the purposes outlined in Section 2 of this Grant of Easement. Grantee's uses that exceed the Easement Parcel for construction, placement and maintenance of the bus shelter and related facilities shall be subject to Grantor's approval, which shall not be unreasonably withheld.
- (b) Grantee agrees to maintain the Easement Parcel and the improvements thereon in good repair, ordinary wear and tear excepted, and shall provide such maintenance of the grass and other landscaping located on the Easement Parcel that is routinely provided by the Grantee in the right-of-way in the City of Doral.

7. Covenants of Grantor. Grantor hereby warrants and covenants (a) that Grantor is the owner of fee simple title to the property in which the Easement Parcel is located, (b) that Grantor has full right and lawful authority to grant and convey this Easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

8. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction or specific performance, following thirty (30) days written notice and the opportunity to cure within that period. Subject to the provisions hereinafter set forth in Section 3 & 7, in the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

9. Indemnification. Subject to the limitations set forth in Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor, its successors or assigns, harmless against any injuries, damage or claims which may arise from Grantee's use, or the use by permitted invitee, of the Easement Parcel, except to the extent arising from Grantor's negligence or willful misconduct.

10. Third Party Beneficiaries. This Easement is solely for the benefit of the Grantor and the Grantee and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement, either expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Grantor and the Grantee any right, remedy or claim under or by reason of this Easement or any of the provisions or conditions thereof; and all of its provisions, representations and conditions shall inure to the sole benefit of, and shall be binding upon, the Grantor and the Grantee, and their respective legal representatives, successors and assigns.

11. Joint Preparation. Grantor and Grantee participated fully in the preparation of this instrument and received the advice of their respective legal counsels; consequently, in case of a dispute concerning the interpretation of any provision hereof, this Easement will not be interpreted or construed against any party.

12. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including without limitation, all subsequent owners of the Easement Parcel and all persons claiming by, through and under them.

13. Recordation; Entire Agreement; Time; Waiver. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, and constitutes the entire agreement between the parties hereto and relative to the Easement, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. All amendments, modifications, changes, alterations and supplements to this Agreement must be in writing and executed by both Grantor and Grantee in order to be deemed valid and enforceable. Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Grantor and Grantee. If Grantor fails or

elects to not enforce Grantee's breach of any term, condition or provision of this Agreement, then Grantor's failure or election to not enforce Grantee's breach shall not be deemed a waiver of Grantor's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this Agreement.

14. Notices. All notices associated with and related to this Agreement shall be deemed to have been served upon the date and time received by Grantor or Grantee at the addresses set forth in the Preamble by: government postal service, private delivery service or by electronic mail. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph.

GRANTOR:

WEST DADE COUNTY ASSOCIATES, a Florida general partnership

By: SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, its Managing Partner

By: SIMON PROPERTY GROUP, INC., a Delaware corporation, its general partner

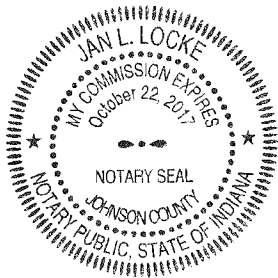
April Carington
Witness
Print Name: April Carington

Sheena Winn
Witness
Print Name: Sheena Winn

By: [Signature]
Name: John Rulli
President of Malls - Chief
Its: Administrative Officer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 15th day of September, 2017, by John Rulli, Pres. of Malls-, on behalf of Grantor, who took an oath, and who is personally know to me. CAO



[Signature]
NOTARY PUBLIC
Print Name: Jan L. Locke
Commission No.: 612458
Commission Expires: 10/22/2017

CITY OF DORAL, a Florida Municipal Corporation

By:  _____
Edward Rojas, City Manager

ATTEST:

By:  _____
Connie Diaz, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL

By:  _____
City Attorney

EXHIBIT "A"

SURVEYOR'S NOTES:

- This is not a survey
- Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
- The bearings shown hereon are refer to the North American Datum of 1983 (NAD83). a bearing of S01°43'29"E was established along the West line of SW 1/4 Section 32, Township 53 South, Range 40 East.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- This document consists of Three (3) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
- This sketch to accompany legal description is in compliance with the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in chapter 5j-17 Florida administrative code pursuant to Section 472.027 of the Florida Statutes.
- Date prepared: December 29th, 2015.
- Prepared for Gannett Fleming Inc.

LEGEND:

- SEC. - SECTION
- TWP. - TOWNSHIP
- RGE. - RANGE
- R/W - RIGHT OF WAY
- (P) - AS PER PLAT
- P.B. - PLAT BOOK
- PG. - PAGE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- ☉ - CENTER LINE
- M - MONUMENT LINE
- No. - NUMBER
- LB. - LICENSED BUSINESS
- SQ.FT. - SQUARE FEET
- F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION

MANUEL G. VERA JR. DATE
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 5291
 LICENSED BUSINESS: LB-2439
 13960 SW 47th STREET
 MIAMI, FL 33175

NOT A SURVEY

			SKETCH TO ACCOMPANY LEGAL DESCRIPTION PARCEL 1007			
			DORAL BUS BENCHES		MIAMI-DADE COUNTY	
			BY	DATE	PREPARED BY: M. G. VERA & ASSOC., INC.	DATA SOURCE: SEE GENERAL NOTES
			DRAWN	J.P.	12/2015	GANNETT FLEMING
REVISION	BY	DATE	CHECKED	M.G.V.	12/2015	

EXHIBIT "A" LEGAL DESCRIPTION FOR PARCEL 1007

A portions of TRACT "A" of MIAMI INTERNATIONAL MALL PROPERTIES, as Recorded in Plat Book 117, Page 84 of the Public Records of Miami-Dade County Florida, more particularly described as follows:

Part One:

Commence at the NW corner of said TRACT "A"; thence along West line of TRACT "A" also being the Existing East Right-of-Way line of NW 107th Avenue for the following Two (2) courses; (1) thence S01°43'29"E for a distance of 1,062.52 feet to THE POINT OF BEGINNING of the hereinafter described parcel of land; (2) thence continue S01°43'29"E for a distance of 14.50 feet; thence N88°15'54"E for a distance of 7.50 to a point on a line parallel with and 7.50 feet East of, as measured at right angle the said West line of TRACT "A" and Existing East Right-of-Way line of NW 107th Avenue; thence N01°43'29"W along said parallel line for a distance of 14.50 feet; thence S88°15'54"W for a distance of 7.50 feet to THE POINT OF BEGINNING.

Containing 108.75 Square Feet, more or less.

Together with

Part Two:

Commence at the NW corner of said TRACT "A"; thence along West line of TRACT "A" also being the Existing East Right-of-Way line of NW 107th Avenue for the following Two (2) courses; (1) thence S01°43'29"E for a distance of 1,081.26 feet to THE POINT OF BEGINNING of the hereinafter described parcel of land; (2) thence continue S01°43'29"E for a distance of 14.57 feet; thence N88°15'54"E for a distance of 7.50 to a point on a line parallel with and 7.50 feet East of, as measured at Right angle the said West line of TRACT "A" and Existing East Right-of-Way line of NW 107th Avenue; thence N01°43'29"W along said parallel line for a distance of 14.57 feet; thence S88°15'54"W for a distance of 7.50 feet to THE POINT OF BEGINNING.

Containing 109.29 Square Feet, more or less.

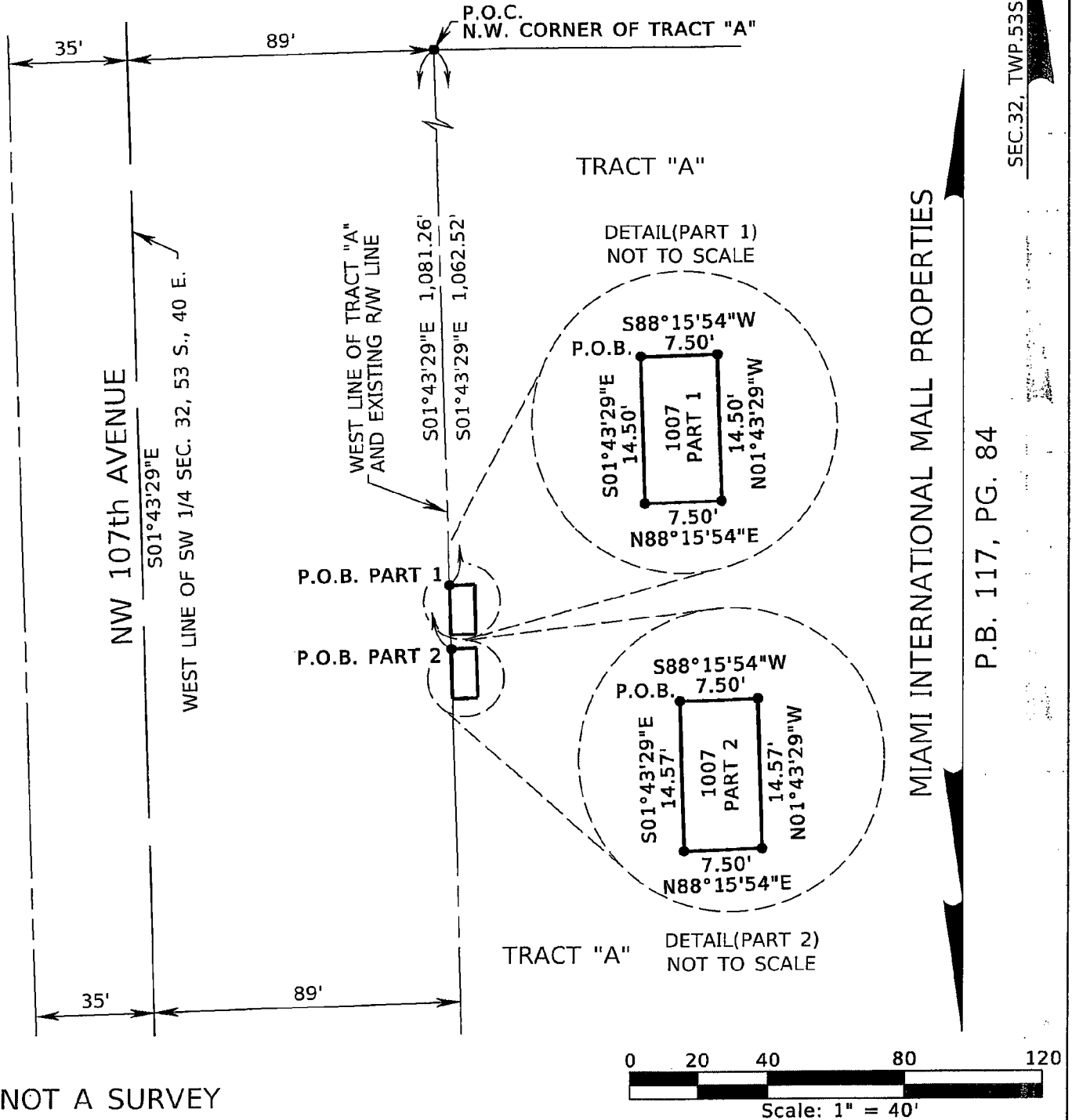
And a combine total of 218.04 Square Feet, more or less.

NOT A SURVEY

			SKETCH TO ACCOMPANY LEGAL DESCRIPTION PARCEL 1007			
			DORAL BUS BENCHES		MIAMI-DADE COUNTY	
			BY	DATE	PREPARED BY: M. G. VERA & ASSOC., INC.	DATA SOURCE: SEE GENERAL NOTES
			DRAWN	J.P.	12/2015	GANNETT FLEMING
REVISION	BY	DATE	CHECKED	M.G.V.	12/2015	

EXHIBIT "A"
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 FOR PARCEL 1007

SEC. 32, TWP. 53S, RGE. 40E



MIAMI INTERNATIONAL MALL PROPERTIES

P.B. 117, PG. 84

NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 PARCEL 1007

			DORAL BUS BENCHES		MIAMI-DADE COUNTY		
			BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	J.P.	12/2015	M. G. VERA & ASSOC., INC.	SEE GENERAL NOTES SHEET 1 OF 2
REVISION	BY	DATE	CHECKED	M.G.V.	12/2015	GANNETT FLEMING	
							SHEET 3 OF 3

MALL AT MIAMI INTERNATIONAL, LLC

c/o Simon Property Group | 225 West Washington Street | Indianapolis, Indiana 46204

August 3, 2017

VIA OVERNIGHT UPS DELIVERY

BJ'S RESTAURANTS, INC.

Attention: Gregory S. Lynds, Executive Vice President, Chief Development Officer

7755 Center Avenue, Suite 300

Huntington Beach, California 92647

*Re: Consent to Proposed City of Doral Easement for Public Bus/Trolley Shelters
Pad Lease dated February 7, 2012 ("Lease") by and between Mall at Miami
International, LLC, a Delaware limited liability company ("Landlord"), and BJ's
Restaurants, Inc., a California corporation ("Tenant") for that certain premises (the
"Premises") located in Miami, Florida, as set forth therein*

Dear Mr. Lynds,

In reference to the above, the purpose of this letter ("Letter Agreement") is to memorialize the consent and approval of Tenant to the City of Doral's proposed easement for construction, placement and maintenance of two new public shelters for use by the general public of the City of Doral Trolley and County of Miami-Dade Transit Buses ("Public Bus Shelter/Easement"). The proposed location of the Public Bus Shelter/Easement at NW 107th Avenue North of NW 14th Street as shown on the attached site plan prepared by Gannett Fleming ("Site Plan") attached hereto as Exhibit A and incorporated herein by this reference, has a stop for both the City's trolley service and the County's bus service, and is designed is to accommodate a higher number of passengers at the stop for either/both services. A portion of the Public Bus Shelter/Easement will be located in the "BJ's Protected Area" (as defined in the Lease).

For and in consideration of the mutual agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by execution of this Letter Agreement, and the parties hereto intending to be legally bound, hereby agree as follows:

1. Tenant hereby consents to and approves the Public Bus Shelter/Easement shown on the Site Plan, along with the appurtenances thereto as shown on the Site Plan, for public bus shelter purposes:
 - a. The Public Bus Shelter/Easement may be constructed in the BJ's Protected Area as indicated on the Site Plan and Tenant consents and approves such construction. Upon commencement of any work within the Public Bus Shelter/Easement, all work related to the Public Bus/Trolley Shelters shall be completed and all equipment removed therefrom by thirty (30) days from such start date.
 - b. The City of Doral shall have the right to construct or cause to be constructed the Public Bus Shelter/Easement, or any portion thereof, in substantial compliance with the Site

Plan. Landlord shall enter into a separate grant of easement agreement with the City of Doral for the Public Bus Shelter/Easement to be recorded in the Public Records of Miami-Dade County Florida.

- c. Subject and as conditions to the Public Bus Shelter/Easement granted herein, the City of Doral shall:
 - i. Require that its contractor may not block any parking spaces located within the mall property nor within the BJ's Protected Area with any construction-related activity or construction vehicles.
 - ii. Re-sod and fill in any shrubs and landscaping that may have been damaged in order to create a reinforced landscape barrier, including installing a temporary fence around the area to ensure a sufficient growth period.
 - d. Landlord shall be responsible for any maintenance located outside of the Public Bus Shelter/Easement that the City is not obligated to maintain.
2. The Site Plan attached hereto is solely for the purpose of depicting the Public Bus Shelter/Easement, including without limitation, the location of the Public Bus Shelter/Easement being in portions of the BJ's Protected Area. The Site Plan does not in any way amend or modify the site plan attached to the Lease as "Exhibit A".
 3. All provisions of the Lease that are contrary to or inconsistent with the agreements contained in this Letter Agreement, including without limitation the Public Bus Shelter/Easement, are hereby waived by Tenant and are without any further force and effect. The agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties have full right and authority to enter into this Letter Agreement. This Letter Agreement cannot be modified or amended except by a writing signed by all of the parties hereto. This Letter Agreement may be executed in two counterparts.

[End of text of Letter Agreement; signatures by the parties on the following page]

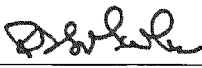
The parties execute and deliver this Letter Agreement as of the dates set forth by their signatures below.

MALL AT MIAMI INTERNATIONAL, LLC, a
Delaware limited liability company

By: WEST DADE COUNTY ASSOCIATES, a
Florida general partnership, its sole member

By: SIMON PROPERTY GROUP, L.P., a
Delaware limited partnership, its
Managing Partner

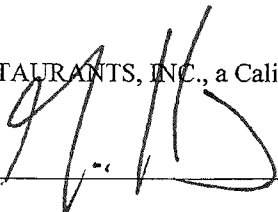
By: SIMON PROPERTY GROUP,
INC., a Delaware corporation,
its general partner

By: 

Name: Richard S. Sokolov
President and Chief Operating
Title: Officer

Date: September 5, 2017

BJ'S RESTAURANTS, INC., a California corporation

By: 

Name: Gregory S. Lynds
Executive Vice President
Title: Chief Development Officer

Date: August 30, 2017

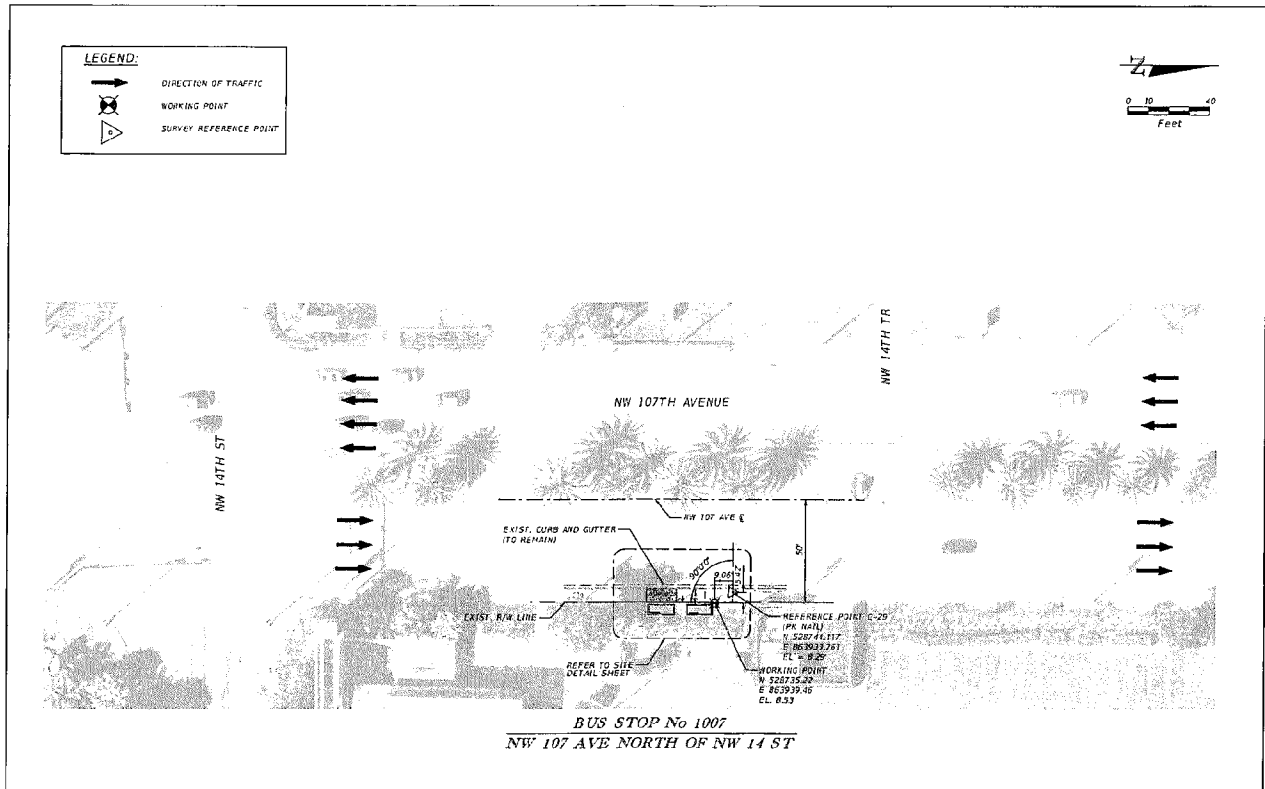
att: Exhibit A Site Plan

cc: Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, 5th Floor
Irvine, California 92614
Attention: Sandra A. Jacobson, Esq.

Exhibit A

Site Plan/Site Plan Details
Bus Stop No. 1007

[Two-page plan following this cover sheet]

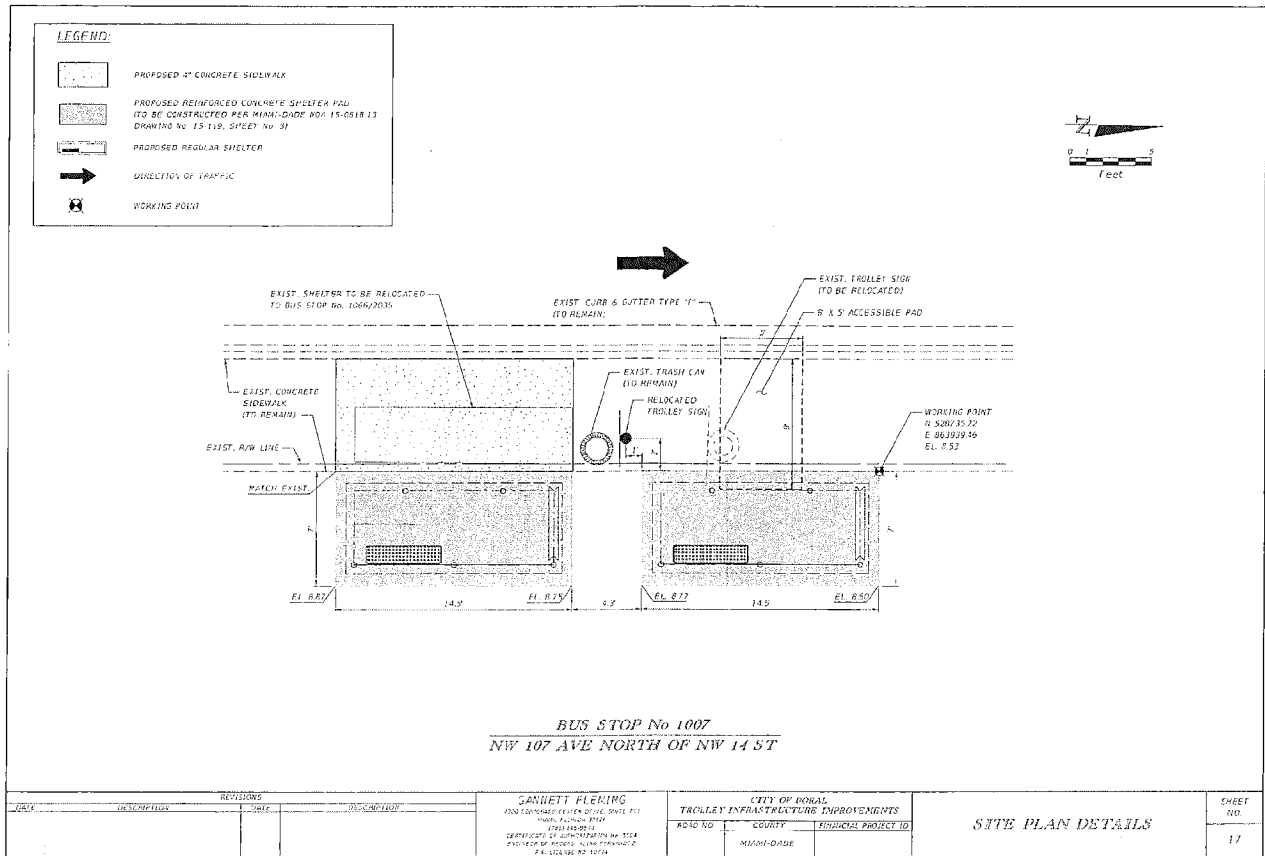


BUS STOP No 1007
NW 107 AVE NORTH OF NW 14 ST

REVISIONS		GANNETT FLEMING <small>7400 CORPORATE CENTER DRIVE, SUITE 201 PALM BEACH, FL 33409 (561) 840-9900 CERTIFICATE OF PROFESSIONAL NO. 1244 ENGINEER IN RESIDUAL ALTHA PERMITS P.E. LICENSE NO. 62124</small>	CITY OF DORAL <small>TROLLEY INFRASTRUCTURE IMPROVEMENTS</small>		SHEET NO.
DATE	DESCRIPTION		ROAD NO.	COUNTY	
			MIAMI-DADE		12

SITE PLAN

DATE: 12/17/2015 12:31:25 PM C:\GANNETT\FLEMG\170554794\BOOK 30703.DWG



REVISIONS			SANNETT FLEMING PLANNING AND CONSULTING ENGINEERS, INC. 1900 N. W. 107th Ave., Suite 100 Miami, Florida 33157 (305) 551-1111 www.sannettfleming.com	CITY OF MIAMI TROLLEY INFRASTRUCTURE IMPROVEMENTS		SHEET NO. 17
NO.	DATE	DESCRIPTION		ADD. NO.	FINANCIAL PROJECT ID	

MIAMI-DADE

17

RESOLUTION No. 17-142

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO FLORIDA STATUTE §255.20(1)(c)(2) AND SECTION 2-321 OF THE CODE OF ORDINANCES, PARTIALLY WAIVING THE CITY'S COMPETITIVE BIDDING REQUIREMENTS; APPROVING AN AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, BETWEEN THE CITY AND MAGGOLC, INC., PROPOSER OF THE LOWEST, MOST RESPONSIBLE, AND RESPONSIVE QUOTE, FOR THE INSTALLATION AND CONSTRUCTION OF TEN (10) BUS SHELTERS CITYWIDE, IN A NOT TO EXCEED AMOUNT OF \$453,327.49; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH MAGGOLC INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE NEXT SUCCESSIVE PROPOSER IF AN AGREEMENT CAN NOT BE REACHED WITH THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") advertised the Citywide Trolley Infrastructure Improvements ("Bus Stop Shelters") through the Invitation to Bid process twice as ITB #2017-14 and #2017-16 and for which no bids were received for either advertisement; and

WHEREAS, Section 255.20 requires that public construction works with costs in excess of \$300,000.00 be competitively awarded to appropriately licensed contractors, unless the government entity fails to receive any responsive bid after public notice; and

WHEREAS, and section 2-321 of the City Code of Ordinances, provides that the City may waive the competitive bidding procedures of the City Code upon the recommendation of the City Manager when it is in the City's best interest to do so to obtain goods and services which can not be acquired through normal purchasing process; and

WHEREAS, after not receiving any bid submissions, staff nevertheless attempted to request a minimum of three (3) quotes from interested and qualified contractors in order to award the project; and

WHEREAS, the staff communicated with thirteen (13) interested parties that attended either of the pre-bid meetings or have previously performed this type of work for the City or Miami-Dade County and requested quotes for the construction of citywide bus shelters by a deadline of July 17, 2017; and

WHEREAS, staff received three (3) quotes (Exhibit "A") and recommends award to Maggolc, Inc. as the lowest quote received in the amount of \$412,115.90; and

WHEREAS, because the City did not receive any responsive bids through the normal procurement procedures, the City Manager has recommended that it is in the City's best interest to partially waive the competitive bidding procedures the City and award the procurement based on the proposed quotes, as opposed to sealed bids; and

WHEREAS, the City Council finds that accepting the quote and entering into a contract with Maggolc, Inc. for the Citywide Trolley Infrastructure Improvements (Bus Stop Shelters) in a not to exceed amount of \$453,327.49, which includes a 10% contingency for any unforeseen conditions, is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Partial Waiver. Pursuant to Florida Statutes § 255.20(1)(c)(2) and Section 2-321 of the City Code, and upon the City Manager's recommendation, a partial waiver of the City's procurement code is hereby approved, permitting the

acceptance of quotes for the procurement of construction of the Bust Stop Shelters where sealed bid would have otherwise been required.

Section 3. Approval. The Contract between the City and Maggoc, Inc. for the Citywide Trolley Infrastructure Improvements (Bus Stop Shelters) in an amount of \$453,327.49 (which includes a 10% contingency for any unforeseen conditions), attached hereto in Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney. Funding for this request is available from the Transportation Fund in Account # 101.80005.500633 from funds carried over from prior years (\$250,000), budgeted funds of \$175,000, and other savings.

Section 4. Authorization. The City Manager is authorized to execute the construction contract and expend budgeted funds on behalf of the City. The City manager is further authorized to negotiate and execute an agreement next lowest quote successively, if an agreement can not be reached with Maggoc.

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

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

Res. No. 17-142
Page 4 of 4

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

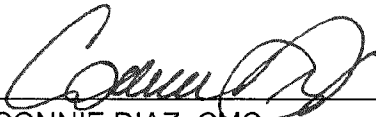
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 9 day of August, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMG
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY