



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

**Vice Mayor George V. Lob**  
**Councilwoman Jacky Bravo**

**Councilman Bob Best**  
**Councilman Walter Fajet, Ph. D.**

***Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

### **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, January 9, 2023 – 7:00 p.m.**

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Walter Fajet  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Presentation of City Seal to Florida State Representative Alex Rizo
  - B) Introduction of Miami Springs Airport Area Chamber of Commerce President Raul Pestonit
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
  - A) December 12, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**

**9. Consent Agenda: (Funded and/or Budgeted):**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting R.J. Behar & Company, Inc. For Construction Engineering And Inspection Services For The South Royal Poinciana Stormwater And Roadway Improvements Project Services Pursuant To Request For Qualifications No. 02-22/23; Providing For Authorization To Negotiate; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With THA Consulting, Inc. For The Miami Springs Parking Analysis In An Amount Not To Exceed \$70,700; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Deco Surfaces, Inc. For The Aquatic Center Pool Deck Resurfacing Project; Approving A Construction Contract In An Amount Not To Exceed \$25,250.00; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Second Amendment To The Fiscal Year 2022-23 General Fund, Special Revenue Funds And Stormwater Enterprise Fund Budgets; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Seventh Amendment To The Settlement Agreement With Meridian Mgmt, LLC; Providing For Authorization; And Providing For An Effective Date

**10. Old Business: None.**

**11. New Business: None.**

**12. Other Business:**

A) Discussion on proposed Charter Amendments (Partial Terms of Office, Qualifying Period, and Vacancy Process)

B) Announcing the City Council Town Hall meeting on January 18<sup>th</sup> at 6:00 p.m.

**13. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

**14. Adjourn**



## CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:  
**Monday, January 9, 2023 at 7:00 p.m. at**  
**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(Physical Meeting Location)**

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

### ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

### WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

### CALL IN TO THE PUBLIC MEETING

**Dial 305-805-5151 or 305-805-5152**

*(Alternatively, you may also dial the phone numbers below to join the meeting:*  
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,  
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**  
**There is no participant ID. Press # again.**

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

### PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

**EMAILED COMMENTS:** Members of the public may email their public comments to the City in advance of the meeting. Please email the City at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov) by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

**IN-PERSON COMMENTS:** Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

**VIRTUAL COMMENTS:** *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

**By telephone:** To ask to speak during the meeting, call in to the meeting using the instructions above. Please press \*9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.  
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

#### **PUBLIC RECORDS**

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

#### **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES**

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

#### **AMERICANS WITH DISABILITIES ACT**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

#### **LOBBYING ACTIVITIES**

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166



## **City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, December 12, 2022 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

Virtual Council Meeting using Communications Media Technology Pursuant to  
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor (Vacant)

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Chief Armando Guzman

2. **Invocation:** Offered by Mayor Maria Mitchell

**Pledge of Allegiance:** The audience participated in leading the pledge.

3. **Agenda / Order of Business**

**Mayor Mitchell introduced the newly appointed Miami-Dade School Board Member Danny Espino for the Miami Springs area. School Board Member Espino shared a few words and thanked the Mayor and City Council for their support and looks forward to working together in the near future for the betterment of the Miami Springs schooling system.**

4. **Awards & Presentations:**

A) Swearing-in ceremony for Andy Gonzalez as Miami Springs Police Officer by Chief Armando Guzman

**Mayor Mitchell welcomed Chief Guzman to the meeting. Chief Guzman proceeded to swear-in new police officer Andy Gonzalez. Officer Gonzalez thanked the Chief, City Administration and the City Council for the opportunity and the support.**

B) Presentation by Ken Krasnow from Collier International on marketing cities

**Mr. Krasnow, Vice Chairman of Colliers, gave an oral visual presentation on the**

services provided by Colliers. He stated specifically they have a practice group that assist municipalities with managing commercial and residential growth. He provided specific examples of other municipalities that his organization has helped overtime. He was available to answer the Council's questions. The Mayor stated that this would help the Council to further pursue viable options down the road and hopefully a Council Workshop can be scheduled for an in-depth review in the new year.

C) Presentation of the Yard of the Month Award for December 2022 to 701 Wren Avenue; the Gonzalez Family

Mayor Mitchell welcomed the Gonzalez Family to the meeting, she presented the family with the Yard of the Month Award. The Gonzalez Family were present to accept the award. The family expressed their gratitude for the recognition.

5. **Open Forum:** The following members of the public addressed the City Council: Daniel Pinto.

6. **Approval of Council Minutes:**

A) November 14, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of November 14, 2022 Regular Meeting. Councilman Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

7. **Reports from Boards & Commissions:**

A) Report by Chairman Mark Trowbridge of the Business and Economic Development Task Force

This item was heard later in the meeting. Chair Trowbridge stated that the Task Force's last meeting was in November. He recognized all members of the board, past and present. He reported on the Board's findings and recommendation to the City Council which was part of the agenda packet for their review. Member Jorge Santin further addressed the City Council on exploring the Main Street America program. He stated the program helps to revitalizes older and historic commercial districts.

B) Annual Report by Chair Eric Richey from Parks and Parkways Board

Chair Richey provided an annual update on recent meetings held by the board, he further thanked the Council for their continued support.

C) Annual Report by Chair Ernie Aloma on Board of Adjustment

Chair Aloma explained recent meetings that have taken place over the recent year.

**He thanked the City Council for the opportunity and for their ongoing support.**

D) Annual Report by Chair Jim Watson of the Historic Preservation Board

**Chair Watson gave a detailed annual report on the board's activities. He further thanked the Council for their continued support.**

**8. Public Hearings: None at this time.**

**9. Consent Agenda: (Funded and/or Budgeted):**

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Concrete Curbside/Sidewalk Construction, Milling, And Resurfacing Of Asphalt Concrete And Striping Services On An As-Needed Basis For Fiscal Year 2022-23 From Metro Express, Inc. In An Amount Not To Exceed \$600,000; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Ovas & Co, LLC For Citywide Asphalt Patching Services On An As-Needed Basis For Fiscal Year 2022-23 In An Amount Not To Exceed \$25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

**Councilman Best moved to approve Item 9A and 9B. Councilman Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

**10. Old Business: None at this time.**

**11. New Business:**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Appointing An Interim Councilmember To Fill The Vacancy In Group IV On The City Council; Providing For Implementation; And Providing For An Effective Date

**Mayor Mitchell read the Resolution by title. Mayor Mitchell passed the gavel to Councilman Best, Group I, and proceeded to make a motion to appoint former Councilman George Lob to the vacant seat in Group IV. The motion failed due to lack of a second.**

**Councilman Best made a motion to appoint Ken Amendola to Group IV. The motion failed due to lack of a second.**

**Councilman Fajet made a motion to appoint Thad Ovarich to Group IV. Councilwoman Bravo seconded the motion, which failed 2-2 on roll call vote. The**

**vote was as follows: Councilwoman Bravo and Councilman Fajet and voting Yes; Councilman Best and Mayor Mitchell voting No.**

**Councilman Fajet moved to appoint George Lob to Group IV seat. Mayor Mitchell seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

**B) Resolution – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting Workforce Housing Legislative Findings Pursuant To Miami-Dade County Code Section 33-193.7; Providing For Transmittal; And Providing For An Effective Date**

**City Manager William Alonso read the Resolution by title.**

**Councilman Best moved to approve the Resolution. Councilman Fajet seconded the motion, which carried 3-1 on roll call vote. The vote was as follows: Councilman Best, Councilman Fajet and Mayor Mitchell voting Yes; Councilwoman Bravo voting No.**

**C) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriation Grant In The Amount Of \$2,000,000; Approving A Standard Grant Agreement With The Florida Department Of Environmental Protection (FDEP) Relating To Miami Springs South Drive Road And Stormwater Improvements Project; Providing For Authorization; And Providing For An Effective Date**

**Assistant City Manager Tammy Romero read the Resolution by title.**

**Councilwoman Bravo moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

**D) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Expressing The City's Intent To Provide Property Tax Relief By Reducing Its Millage To A Rate Between 2.5000 And 3.0000 Upon Approval Of The City's Annexation Application; Providing For Transmittal; And Providing For An Effective Date**

**City Manager William Alonso read the Resolution by title.**

**Councilman Best moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**



**12. Other Business:**

A) Request by Councilman Fajet to discuss the hiring of a consulting firm that could analyze land use and zoning changes that the City could undertake in order to promote economic development in the 36th Street business corridor, as well as, the Abraham Tract

**Councilman Fajet stated that he placed this item on this agenda not knowing that the Task Force would be presenting on something similar. But is happy to know that the City is moving forward and recognizing the need to update the Zoning Codes to meet the changes as the City develops. The City Council agrees that a study would be necessary in order to apply for any potential grants that could help realize any zoning changes. The City Council also agrees that a Workshop is necessary to digest the Task Force report and contemplating the changes wanted on NW 36<sup>th</sup> Street and other areas of the City.**

B) Request by Councilwoman Bravo to discuss considering an RFP for City Legal Counsel

**Councilwoman Bravo requested if the rest of the City Council would consider opening up an RFP for new legal counsel. She stated that it would be the time to start the process, since the City adopted a new procurement ordinance and that legal services could possibly fall under the procurement process. She stated that she understood that the vote of confidence is coming up, but requests that some type of agreement be drafted for the annual fees at that time. City Council did not take any further action on this item.**

C) Request by Councilwoman Bravo to discuss “Reverse Vending Machine Recycling Incentive Program”

**Councilwoman Bravo stated that this idea was extracted from the City of Coral Gables, who is currently utilizing this program. She stated that the program is a reverse vending machine that allows rewarding members for recycling. The members are incentivized for recycling allowing for a point accrue/redemption service. The City Manager stated that the City may apply for a grant that will cover the cost for the vending machine. He stated that the City will continue to monitor the program to apply for the grant.**

**13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera had no report at this time.**

B) City Manager

**City Manager William Alonso stated that he recently attended the Miami Regional University event that accredited the University for a PhD program that they were**

approved for. He stated that the Realtor's Association building is currently in the demolishing stages. He wished everyone a Merry Christmas and Happy New Year. Assistant City Manager Tammy Romero gave a list of City events for the upcoming weeks. She stated that more information and details on the events are available on the City's official website.

C) City Council

Councilman Best stated that the Pelican Playhouse will have a new production in the upcoming new year and will be funny and exciting. He encouraged everyone to attend the show. He wished everyone a happy holiday and New Year.

Councilwoman Bravo wished everyone a happy holiday and New Year. She thanked newly appointed Councilman Lob for volunteering for the City Council.

Councilman Fajet wished everyone a happy holiday and all the best for the new year.

Vice Mayor Lob thanked everyone for the support and hopes to do well along with the rest of Council. He wished everyone a happy holiday and stated that "may the good news be yours."

Mayor Mitchell stated she attended Commissioner Cabrera's swearing-in ceremony this morning. The Mayor stated that she and along with the City Manager have started the meetings again for the proposed annexed business owners in the area; to continue the dialogue and keep them in the loop. She stated that the Christmas trees along Westward Drive were courtesy of the Rotary Club for the holiday. She wished everyone a happy and safe holiday season.

## 14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:35 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 9th day of January, 2023.*

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*Maria Puente Mitchell, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



# AGENDA MEMORANDUM

**Meeting Date:** 1/9/2022

**To:** The Honorable Mayor Maria Puente Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Zuzell E. Murguido, Senior Procurement Officer

**Subject:** Recommendation to begin negotiations with the highest ranked and most qualified respondent, R.J. Behar & Company, Inc., via RFQ 02-22/23 for the Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

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**RECOMMENDATION:** Recommendation by Finance – Professional Services Department that Council allow staff to begin negotiating a contract with R.J. Behar & Company, Inc., as the highest ranked and most qualified respondent to the City's advertised Request for Qualifications (RFQ) # 02-22/23 for the Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project. Negotiated rates will be included in the contract which will be provided to Council for their final consideration at the January 23, 2022 Council meeting.

**DISCUSSION:** On October 31, 2022, the City advertised in the Daily Business Review, on our City's website and also on Demand Star (Onvia) RFQ #02-22/23 for the Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project. We notified 1,518 firms via DemandStar and 42 firms via email of the opportunity to respond and 25 firms downloaded the RFQ from Demand Star. On November 8, 2022 16 individuals attended a Mandatory Pre-Bid conference (Attachment "A") and on December 1, 2022 the City received 4 responses to this RFQ (Attachment "B"). One of the four respondents, Solid Consulting Engineers advised the City that they inadvertently uploaded on DemandStar the incorrect version of their proposal and wished to remove their submission with respect to this RFQ (Attachment "C").

On December 13, 2022 the City held a Selection Committee Evaluation meeting where responses were reviewed and evaluated by a selection committee comprised of Juan D. Garcia, Deputy City Clerk with the City of Miami Springs, Jose L. Lopez, Sr. Associate-Director of Environmental Engineering, and Lazaro Garaboa, Public Works Director. The selection committee ranked the 3 firms (Attachment "D"). The three (3) consultant firms were short-listed via highest-ranked scoring criteria, in which R.J. Behar & Company, Inc., (Attachment "E") was considered the highest ranked and most qualified respondent (Attachment "F"), following in second place was Calvin, Giordano and Associates, Inc. and lastly following in third place was ADA Engineering.

# ATTACHMENT "A"

Mandatory Pre-Proposal Conference - Sign In  
 Construction Engineering and Inspection Services for the South Royal Poinciana  
 Stormwater and Roadway Improvements Project - RFP 01-22/23  
 November 8, 2022 at 10:00 A.M.

Name: Jose Santiago Title: Sr. Manager Company/Organization: EXP US Services  
 Phone: 305-216-3790 E-Mail: jose.santiago@exp.com

Name: Brandon Hasley Title: Business Development Company/Organization: KEITH  
 Phone: 954-798-2450 E-Mail: bhasley@keith-team.com

Name: Jennifer Borges Title: Traffic Ops Manager Company/Organization: EXP US Services  
 Phone: 786 246 5026 E-Mail: jennifer.borges@exp.com

Name: Aileen Furralde Title: Marketing Manager Company/Organization: SRS Engineering, Inc.  
 Phone: 305-662-8887 E-Mail: aileen@srs-corp.com

Name: Title: Company/Organization:  
 Phone: E-Mail:

Name: Title: Company/Organization:  
 Phone: E-Mail:

00:13:40 Kristen Lawlor\_KEITH: Kristen Lawlor, Keith and Associates, Inc., dba KEITH, 954-788-3400, klawlor@keithteam.com  
00:13:47 Carlos Perez: Carlos Perez; CHP Engineers & Surveyors; cdperez@chperez.com; 786-393-0282  
00:14:07 EXP - Eugene Collings-Bonfill: Eugene Collings-Bonfill, EXP US Services, 305-213-9969,, eugene.collings-bonfill@exp.com  
00:14:16 Nauret Riverol: Nauret Riverol  
00:14:32 Nauret Riverol: Ally Engineering Services, Inc.  
00:14:53 Ossie: Ossie Larrazabal; SOLID consulting Engineers, Inc, 786-255-2869 ossie@solidcei.com  
00:15:05 esudman: Erin Sudman, Calvin Giordano & Associates, Inc. 352.870.3821, esudman@cgasolutions.com  
00:15:06 Osvaldo Larrazabal Sr.: Osvaldo Larrazabal Sr., P.E. SOLID Consulting Engineers, Inc. (786) 299-1216 OlarrazabalSR@solidcei.com  
00:15:10 Maria Alvarez- ADA Engineering-malvarezadaeng.net 305-5514608: Is there a bond requirement?  
00:16:32 DVaughn: Dwayne Vaughn, PE, VP Keith and Associates, Inc. 954-788-3400 dvaughn@keithteam.com  
00:16:40 Ossie: what is the start date?  
00:16:52 Albert Argudin: Albert Argudin, CGC A.D.A. Engineering, Inc. 305-551-4608, x. 312 aargudinjr@adaeng.net  
00:16:57 Ossie: what is the contract amount?  
00:17:29 Nauret Riverol: Nauret Riverol, Ally Engineering Services Inc., nriverol@allyengineering.com  
00:18:31 Osvaldo Larrazabal Sr.: 1) Duration of the Contract (Additional days for pre-construction services and final package at the end of the job)  
2) Budget  
3) Estimated Staffing  
4) Lab Services  
5) PIO Services  
6) Surveying  
00:18:58 Moe Mabrouk: Mohamed Mabrouk, PE President with Ally Engineering Services 305-528-2311 Mmabrouk@allyeng.com  
00:19:06 Osvaldo Larrazabal Sr.: We will do it in writing. Thanks.  
00:19:45 Maria Alvarez- ADA Engineering-malvarezadaeng.net 305-5514608: This is an electronic submittal?  
00:20:21 Maria Alvarez- ADA Engineering-malvarezadaeng.net 305-5514608: thank you  
00:20:22 Derry Behar: Aren't bonds only required for the Contractor?  
00:22:51 Carlos Perez: Who are the Evaluation Committee Members?  
00:24:02 Albert Argudin: Will the list of attendees be published?  
00:24:24 Albert Argudin: Thanks!  
00:25:17 Maria Alvarez- ADA Engineering-malvarezadaeng.net 305-5514608: Maria Alvarez, ADA Engineering, malvarez@adaeng.net, 3055514608  
00:27:31 Derry Behar: Thank you

00:27:42 Nauret Riverol: Thank you  
00:27:43 Ossie: Thank you  
00:27:52 Nestor Santana 16868: Nestor Santana, RJ Behar& Co., Inc.  
nsantana@rjbehar.com  
787-538-8415  
00:28:06 Nestor Santana 16868: Thank you  
00:29:03 Zuzell Murguido City of Miami Springs: Please enter your contact  
information as I will be closing that chat in a minute Thank you



# ATTACHMENT “B”

# Tabulation Sheet

**Agency Name** City of Miami Springs





**Bid Number** RFQ-02-22/23-0-2022/ZEM





**Bid Name** CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT

**Bid Due Date** 12/01/2022 14:30:00 Eastern

**Bid Opening** **Closed**

4 responses found.

 online, 
  offline, 
  not submitting, 
  not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
<b>Complete</b>							
1.	A.D.A. Engineering, Inc.	12/01/2022 12:42:47 Eastern	8550 NW 33rd Street, Suite 202, Miami, FL, 33122	\$0.0000	0.0000	Hispanic Owned, Small Business, Woman Owned	Completed Supplier Response w/any required forms   
2.	Calvin, Giordano & Associates, Inc.	12/01/2022 12:15:58 Eastern	1800 Eller Drive, Suite 600, Fort Lauderdale, FL, 33316	\$0.0000	0.0000		Completed Supplier Response w/any required forms   
3.	R.J. Behar & Company, Inc.	12/01/2022 08:56:11 Eastern	6861 SW 196 Avenue, Suite 302, Fort Lauderdale, FL, 33332	\$0.0000	0.0000	Hispanic Owned, Small Business	Completed Supplier Response w/any required forms   
4.	Solid Consulting Engineers	12/01/2022 14:23:01 Eastern	14400 Pedigree Lane, Town of Southwest Ranches, FL, 33330	\$0.0000	0.0000		Completed Supplier Response w/any required forms   

# ATTACHMENT “C”

**CITY OF MIAMI SPRINGS**

**-MEMORANDUM-**

**FOR:** The Procurement Department File

**Date:** December 13, 2022

**FROM:** Zuzell E. Murguido  
Senior Procurement Officer

**SUBJECT:** Proposal Submission Rescinded  
RFQ: 02-22/23 CEI Services for the SR  
Poinciana Stormwater and Roadway  
Improvements Project

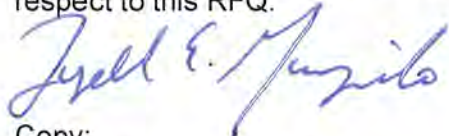
The Procurement Department advertised RFQ: 02-22/23 CEI Services for the SR Poinciana Stormwater and Roadway Improvements Project on October 31, 2022.

On December 1, 2022, a total of four (4) responses to the RFQ were received electronically via DemandStar by the following companies: ADA Engineering, Calvin, Giordano and Associates, Inc., RJ Behar, and Solid Consulting Engineers, Inc.

The responses were initially reviewed by Zuzell E. Murguido to determine responsiveness to the requirements of the RFQ on 12/1/2022 – 12/9/2022.

On Monday, December 5, 2022, I received an email from Osvaldo Larrazabal on behalf of Solid Consulting Engineers, Inc., explaining that the proposal they submitted via DemandStar was a rough draft version, instead of their final proposal. On December 7, 2022 I responded to Mr. Larrazabal that the proposals received with respect to this RFQ were already in the review process and that I unfortunately am unable to accept a revised proposal as it was not the originally submitted proposal that was due on December 1, 2022 per the Schedule of Events of the RFQ. Mr. Larrazabal responded to my email on December 7, 2022 requesting to withdraw his submission and to remove his company from the list of respondents with respect to this RFQ.

The purpose of this Memorandum is to notate the file and mark the fourth proposal received from Solid Consulting Engineers, Inc., as non-responsive and to rescind this proposal with respect to this RFQ.



Copy:  
William Alonso, City Manager  
Tammy Romero, Assistant City of Manager

## Zuzell Murguido

---

**From:** Ossie Larrazabal <ossie@solidcei.com>  
**Sent:** Wednesday, December 7, 2022 10:59 PM  
**To:** Zuzell Murguido  
**Cc:** Tammy Romero; Osvaldo Larrazabal Sr.; Maria Martin; Mariela Feijoo  
**Subject:** RE: Proposal for RFQ No. 02-22/23 for South Poinciana Stormwater and Roadway Improvements Project

Hi Zuzell,

I understand. We would like to withdraw our submittal. Please remove us from the list of respondents.

Thanks.

Ossie.

Osvaldo "Ossie" Larrazabal, PE  
Principal / Sr. Project Engineer.

Cell: 786.255.2869



**From:** Zuzell Murguido <MurguidoZ@miamisprings-fl.gov>  
**Sent:** Wednesday, December 7, 2022 12:19 PM  
**To:** Ossie Larrazabal <ossie@solidcei.com>  
**Cc:** Tammy Romero <romerot@miamisprings-fl.gov>  
**Subject:** RE: Proposal for RFQ No. 02-22/23 for South Poinciana Stormwater and Roadway Improvements Project

Good afternoon Ossie:

Thank you so much for your email. As mentioned to you, this solicitation has already been under evaluation from 12/1 through 12/9 and your proposal submitted via DemandStar is the proposal that is currently being evaluated.

Unfortunately, I am unable to accept your revised proposal as it was not the original proposal that was submitted on the due date of 12/1/2022 at 2:30p.m.

I apologize for any inconvenience this situation may have caused.

Respectfully,



**Zuzell E. Murguido, NIGP-PPA**  
**Senior Procurement Officer**  
**Designated Public Procurement Associate**



[CITY OF MIAMI SPRINGS - PROCUREMENT PAGE](#)

**CITY OF MIAMI SPRINGS**  
 201 Westward Drive  
 Second Floor – Procurement Department  
 Miami Springs, Florida 33166  
 (O) 305.805.5054  
 (E) [MurguidoZ@miamisprings-fl.gov](mailto:MurguidoZ@miamisprings-fl.gov)



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.  
 ♻️ Please save a tree. Don't print this e-mail unless it's really necessary.

**From:** Ossie Larrazabal <[ossie@solidcei.com](mailto:ossie@solidcei.com)>  
**Sent:** Monday, December 5, 2022 10:31 PM  
**To:** Zuzell Murguido <[MurguidoZ@miamisprings-fl.gov](mailto:MurguidoZ@miamisprings-fl.gov)>  
**Subject:** Proposal for RFQ No. 02-22/23 for South Poinciana Stormwater and Roadway Improvements Project

Dear Ms. Murguido,

As explained by our staff, we inadvertently uploaded a rough draft version of the proposal instead of the final proposal to DemandStar.

I hope you understand this was done due to human error, and we would like to retrieve the rough draft version and substitute it with our final proposal (See attached).

I apologize for any inconvenience this might had caused.

Thanks in advance for your consideration.

Thanks.

Ossie.

Osvaldo "Ossie" Larrazabal, PE  
 Principal / Sr. Project Engineer.

Cell: 786.255.2869



*Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*

---

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

# ATTACHMENT “D”



**RANKING SHEET**

Request for Qualifications # 02-22/23


for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
ADA Engineering	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	20
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	20
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	25
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	<del>20</del> 15
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Great company with 40 years of experience in south florida.  
only submission that identified Engineering as primary business.

Print Name: Juan D. Garcia

Signature: 

Date: December 13, 2022

## RANKING SHEET

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
Calvin, Giordano and Associates, Inc.	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	25
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	25
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	25
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	15
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Overall, had the most experienced firm and Project team from all proposals.

Print Name: Juan D. Garcia

Signature: \_\_\_\_\_



Date: December 13, 2022

**RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
RJ Behar	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	20
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	20
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	25
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	20
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Best Project implementation Strategy.

Print Name: Juan D. Garcia

Signature: 

Date: December 13, 2022

**RANKING SHEET**

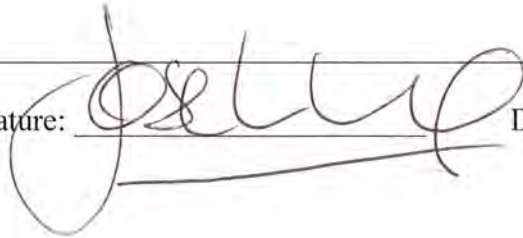
Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

<b>Consultant Name</b>	<b>Category</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b>RANKING</b>
ADA Engineering	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	25
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	25
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	20
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	15
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

Comments:

Print Name: Jose L. Lopez

Signature: 

Date: December 13, 2022

**RANKING SHEET**

Request for Qualifications # 02-22/23

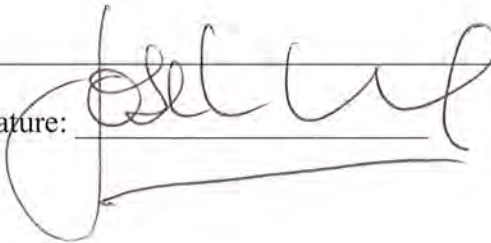
for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
Calvin, Giordano and Associates, Inc.	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	25
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	25
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	20
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	10
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Print Name: Jose L. Lopez

Signature: \_\_\_\_\_



Date: December 13, 2022

**RANKING SHEET**

Request for Qualifications # 02-22/23

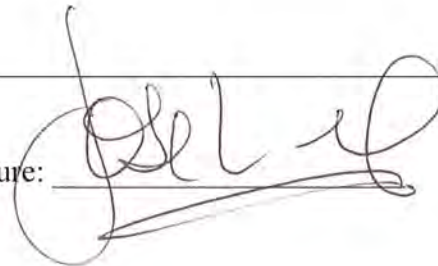
for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
RJ Behar	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	25
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	25
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	23
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	20
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Print Name: Jose L. Lopez

Signature: \_\_\_\_\_



Date: December 13, 2022

**RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
ADA Engineering	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	20
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	20
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	15
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	20
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Print Name: Lazaro Garaboa

Signature: 

Date: December 13, 2022

**RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
Calvin, Giordano and Associates, Inc.	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	21
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	22
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	20
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	19
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Print Name: Lazaro Garaboa

Signature: 

Date: December 13, 2022



**RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

Consultant Name	Category	Criteria	Maximum Points	RANKING
RJ Behar	1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points	22
	2	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	25 Points	23
	3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points	22
	4	<b>Project Implementation Strategy</b> The Firm's understanding of the City's needs, local conditions, goals, and objectives.	20 Points	20
	5	<b>Submittal Package</b> Compliance with the response preparation and submission Requirements.	5 Points	5
				<b>Total: 100 Points</b>

**Comments:**

Print Name: Lazaro Garaboa

Signature: 

Date: December 13, 2022



**FINAL RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

COMMITTEE MEMBER	ADA Engineering	Calvin, Giordano and Associates, Inc.	RJ Behar
Juan D. Garcia	85	95	90
Jose L. Lopez	90	85	98
Lazaro Garaboa	80	87	92
FINAL RANKING	255 ③	267 ②	280 ①

Confirmed by: Jorge G. Yunta  
Lucretia E. Marquido

Witnessed by: 

Date: December 13th, 2022

# ATTACHMENT "E"

**TOP THREE - RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

COMPANY NAME	<u>COMMENTS</u>	RANKING
RJ Behar		1

COMPANY NAME	<u>COMMENTS</u>	RANKING
calvin Giordano and Associates INC.		2

COMPANY NAME	<u>COMMENTS</u>	RANKING
ADA Engineering		3

Print Name: Lazaro Garaboa

Signature: 

Date: December 13th, 2022

**TOP THREE - RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

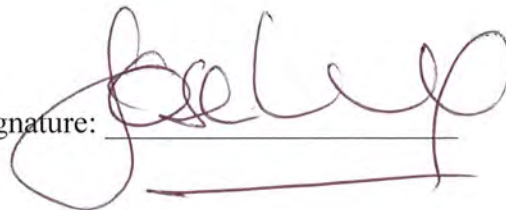
COMPANY NAME	COMMENTS	RANKING
ADA	GOOD COMPANY AND EXPERIENCE. PROJECT STRATEGY GENERAL, EXPERIENCE WITH UTILITIES	2

COMPANY NAME	COMMENTS	RANKING
CGA	GOOD PROPOSAL. NOT CLEAR PROJECT MANAGEMENT STRATEGY. SUB FOR CONST. SERVICES. GOOD INCLUDE LANDSCAPE INSPECTOR.	3

COMPANY NAME	COMMENTS	RANKING
RJ BEHAR	GOOD EXPERIENCE WITH LOCAL PROJECT. FOOT EXPERIENCE. COMPREHENSIVE & CLEAR PROJECT STRATEGY	1

Print Name: Jose L. Lopez

Signature: \_\_\_\_\_



Date: December 13th, 2022

**TOP THREE - RANKING SHEET**

Request for Qualifications # 02-22/23

for Review and Ranking of Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project

COMPANY NAME	<u>COMMENTS</u>	RANKING
Calvin, Giordano and Associates, Inc.		1

COMPANY NAME	<u>COMMENTS</u>	RANKING
RJ Behar		2

COMPANY NAME	<u>COMMENTS</u>	RANKING
ADA Engineering		3

Print Name: Juan D. Garcia

Signature: 

Date: December 13th, 2022

# ATTACHMENT "F"



# CITY OF MIAMI SPRINGS

REQUEST FOR QUALIFICATIONS  
NO.: 02-22/23

CONSTRUCTION ENGINEERING AND INSPECTION  
SERVICES FOR THE SOUTH ROYAL POINCIANA  
STORMWATER AND ROADWAY IMPROVEMENTS  
PROJECT



Submitted by:

Due: December 1, 2022 / 2:30 pm



**R.J.Behar & Company, Inc.**

Engineers • Planners

In Association with:

Arehna Engineering, Inc.

Biscayne Engineering Company, Inc.



TAB A. COVER PAGE

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

TAB A. COVER PAGE

Business Submitting: **R.J. Behar & Company, Inc.**  
7850 NW 146 Street, Suite 504  
Miami Lakes, Florida 33016

Telephone: (305) 558-3777

Fax: (305) 558-8909

Project Manager  
Contact Information: Nestor Santana, PE, Senior Project Engineer

Cell Phone: 787-538-8415

Email: [nsantana@rjbehar.com](mailto:nsantana@rjbehar.com)

President: Robert J. Behar, PE

Phone: 954-680-7771

Email: [bbehar@rjbehar.com](mailto:bbehar@rjbehar.com)

Proposal: Request for Qualifications No. 02-22/23  
CEI Services for the South Royal Poinciana Stormwater & Roadway Improvements Project

Date of Submittal: December 1, 2022

Time: 2:30 PM



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**TAB B. TABLE OF CONTENTS**

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CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23



TAB C. LETTER OF INTENT



Tab C. Letter of Intent

City of Miami Springs  
City Hall  
2<sup>nd</sup> Floor City Clerk's Office  
201 Westward Drive  
Miami Springs, Florida 33166

Re: **RFQ No. 02-22/23**  
**Construction Engineering & Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project**

To Whom It May Concern:

**R.J. Behar & Company, Inc. (RJ Behar)** is pleased to submit a proposal for the above-referenced RFQ. Driven by the understanding that there are better ways to do things and the desire to have the autonomy to do them, RJ Behar's Principals decided to start this new venture that is now over 22 years old. **RJ Behar** was established in 1999 and is now an award-winning consulting firm, with a very wide range of expertise and qualifications. Our mission was directed to understand our client's needs, apply the necessary resources to accomplish those needs, while building and maintaining long-term professional relationships with our clients. Since repeat business is the key to our success, as such we recognize the need to satisfy our clients. **RJ Behar** is a minority owned firm (**MBE**), currently certified as a minority business, small business (**SBE**) and/or disadvantaged business (**DBE**) with the State of Florida, Florida Department of Transportation, County Governments, and the South Florida Water Management District.

We are complementing our team with **Arehna Engineering, Inc., (DBE/MBE)** a geotechnical firm to perform material testing and **Biscayne Engineering Company, Inc. (SBE)**, a surveying firm, to assist with any service that could arise while performing on this contract. We will be submitting one electronic copy via DemandStar on December 1, 2022 prior to 2:30 pm. We commit ourselves to be an extension of your staff and "tailor fit" our services to provide specifically what the contract may need.

Our Senior Project Engineer/Project Manager provides direction and is responsible to the client. We are prepared to be responsive and flexible in meeting the requirements and schedules and commit all our resources to achieve this goal. We understand the governmental engineering process, the bid process, contract administration and working with City commissions associated with municipal engineering. We will demonstrate our firm's experience and qualifications, including that of our subconsultants who provide survey, subsurface utility exploration, geotechnical engineering, and materials testing. On review of our proposal, the City of Miami Springs will see that **RJ Behar's** qualifications and approach to the work are compatible with your needs.

We have successfully completed numerous similar construction engineering inspection contracts for various government agencies. On staff, we have 11 Professional Engineers, 3 Engineer Interns, 9 CTQP certified Construction Engineering Inspectors, with a total of 34 employees available to assist the City - Please refer to our organization chart for a complete listing of individuals. **RJ Behar** has a thorough understanding of the Construction Engineering Inspection Services and have assembled a team to address all required areas.

**UNDERSTANDING THE SCOPE:**

**RJ Behar** fully understands the project scope including the fact that the project is approximately 3,486.08 feet in length and is located along South Royal Poinciana Boulevard from East Drive to Lejeune Road and it is used to access SE 8<sup>th</sup> Avenue and provides a route to Miami International Airport, Miami Tri-Rail System, and Miami Springs Middle School. We have carefully read the Request for Qualification documentation and understand all aspects of the City's requests. We have the ability to perform project management, contract administration, inspection, compliance verification, material sampling and

testing, survey and other services deemed necessary by the City to ensure the project is constructed in accordance with the plans and specifications, federal requirements when applicable, and all applicable requirements from any agency having an interest or jurisdiction over the project. **RJ Behar** has performed a detailed submittal to address all your requirements.

**SUMMARY OF PAST PERFORMANCE OF THE FIRM ON SIMILAR PROJECTS:**

**RJ Behar** has a proven track record of completed contracts with municipalities including the Cities of Miami Lakes, Miami, North Miami, Fort Lauderdale, Pompano Beach, Coconut Creek, Lauderdale Lakes, Pembroke Pines, , the Town of Davie, Cutler Bay, Medley, Miami-Dade County, Broward County, Palm Beach County, South Florida Water Management District (SFWMD), and the Florida Department of Transportation (FDOT).

Finally, the **City of Miami Springs** can always expect from **RJ Behar** 1) undivided attention to quality control, 2) sensitivity to schedules and budgets, 3) priority services, and 4) a dedicated team with extensive relevant experience. **RJ Behar** is always committed to delivering any project on time and budget and we will commit all our resources to accomplish those duties.

We thank the City for this opportunity and look forward to a continuing working relationship with the City of Miami Springs.

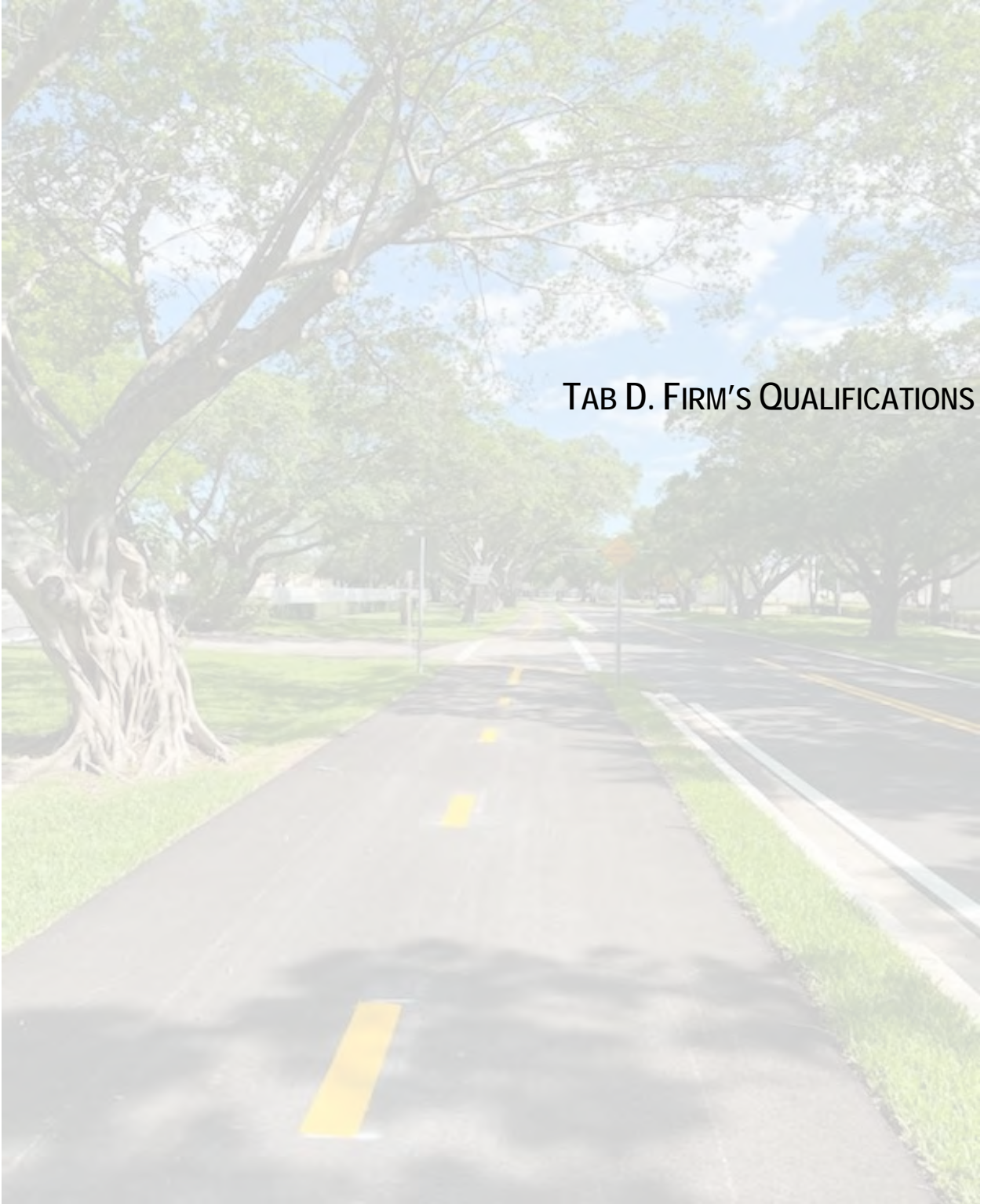
Sincerely,

**R. J. BEHAR & COMPANY, INC.**



**Robert J. Behar, PE**  
**President/CEO**





**TAB D. FIRM'S QUALIFICATIONS**



**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**FORM 2**

**COMPANY QUALIFICATIONS QUESTIONNAIRE**

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

R.J. Behar & Company, Inc.

**Firm Name**

6861 SW 196th Avenue, Suite 302, Pembroke Pines, Florida 33332

**Principal Business Address**

(954) 680-7771

(954) 680-7781

**Telephone Number**

**Facsimile Number**

bbehar@rjbehar.com

**Email Address**

FEIN No.: 65-0954070

Pembroke Pines #20100490-2022-1

**Federal I.D. No. or Social Security Number**

**Municipal Business Tax/Occupational License No.**

**FIRM HISTORY AND INFORMATION**

How many years has the firm has been in business under its current name and ownership? 23 Years

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

P99000088184

October 4, 1999

**Document Number**

**Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Registry - Professional Engineering

8365

October 22, 1999

**Category**

**License No.**

**Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):

Individual    Partnership    Corporation    LLC    LLP    Other  Corporation Type "S"

Please identify the Firm's primary business: R.J. Behar & Company, Inc. provides professional engineering services in the disciplines of engineering, planning, and construction management engineering inspection to public and private clients throughout South Florida.

Please identify the number of continuous years your Firm has performed its primary business: 23 Years

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Professional Engineers	State of Florida	8365	10/1999
* Please refer to the licenses and certifications in the following pages.			

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Not Applicable			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)
Robert J. Behar, PE	President/Treasurer	All
Juan H. Vazquez, PE	Vice President	All
Dereh Behar	Corporate Secretary	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	34
Total No. of Managerial/Administrative Employees	6
Total No. of Trades Employees by Trade	Civil: 5; Transportation/Traffic: 5; Structural: 3; Electrical: 1; Water Resources: 4; Construction Manager: 1; Construction Inspectors: 7
CAD Designer:	2

**INSURANCE INFORMATION**

Please provide the following information about the Firm's insurance company:

Greyling Ins. Brokerage/EPIC	Sahleem Julien
Insurance Carrier Name 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022	Insurance Carrier Contact Person natalja.ellis@greyling.com
Insurance Carrier Address	Telephone No. 770-670-5327
	Email

Has the Firm filed any insurance claims in the last five (5) years?  No  Yes If yes, please identify the type of claim and the amount paid out under the claim: \_\_\_\_\_

**FIRM OWNERSHIP**

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

Robert J. Behar, PE	President	84.17%
Juan H. Vazquez, PE	Vice-President	15.83%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No    Yes   If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

**RECENT CONTRACTS**

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
City of Greenacres	Ms. Kara L. Ferris, AICP	(561) 642-2054	kferris@greenacresfl.gov	5/2022
City of West Palm Beach	Mr. Valerio Oricchio, PE	(561) 494-1092	voricchio@wpb.org	3/2022
City of Pompano Beach	Mr. Matthew Kudrna, PMP	(954) 786-4023	Matthew.Kudrna@copbfl.com	8/2021
City of Hialeah	Mr. Jose Sanchez	(305) 687-2611	josanchez@hialeahfl.gov	1/2020
Town of Davie	Mr. Jonathan Vogt, PE	(954) 797-1082	jonathan_vogt@davie-fl.gov	10/2017

**By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.**

Firm: R.J. Behar & Company, Inc.

Authorized Signature: 

Date: November 30, 2022

Print or Type Name: Robert J. Behar, PE

Title: President

CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23

**FORM 9**  
**REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.**

**REFERENCE #1**

**Public Entity Name:** City of Hialeah

**Reference Contact Person/Title/Department:** Mr. Jose Sanchez, Director of Streets Division

**Contact Number & Email** Tel: (305) 687-2611 Fax: (305) 687-2632

josanchez@hialeahfl.gov

**Public Entity Size/Number of Residents/Square Mileage:** 220,490 residents, approximately 20

square miles

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on**

**Size/Scope of Work/Complexity)** W 28th Avenue Sidewalk & Guard Rail Improvements 1/2020 - 2/2021

The limits of the project were NW 87th Avenue/W. 28 Ave. from W. 52 St. to W. 80 St. with a project length of approximately 1.73 miles. The work included sidewalk and guardrail improvements, associated curb ramps, crosswalk pavement markings, and signage.

R.J. Behar was responsible for all CEI activities. Please see attached document.

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** X



**W. 28<sup>TH</sup> AVENUE SIDEWALK/GUARDRAIL IMPROVEMENTS  
CITY OF HIALEAH, FLORIDA**

**CLIENT:**

City of Hialeah  
Mr. Jose Sanchez  
Public Works Director  
5601 East 8th Avenue  
Hialeah, Florida 33013  
Tel: (305) 687-2611  
Fax: (305) 687-2632  
E-mail: [josanchez@hialeahfl.gov](mailto:josanchez@hialeahfl.gov)

**RJ BEHAR'S ROLE:** Construction Engineering Inspection services

**PROJECT STARTED:** 1/08/2020  
**PROJECT COMPLETED:** 2/28/2021  
**COST/FEES PAID:** \$39,960.00  
**CONSTRUCTION COST:** \$396,519.20  
**CHANGE ORDERS:** 1= \$0.00  
Delay due to COVID-19.  
**TIME EXTENSIONS:** 7 Calendar days  
**LAP CONTRACT #:** G0B78  
**FDOT FM#:** 427604-5-58-01  
**PROJECT ITB NO:** 2018/19-3210-00-014  
**PROJECT LENGTH:** 1.73 miles

**RJ BEHAR'S KEY PERSONNEL:**

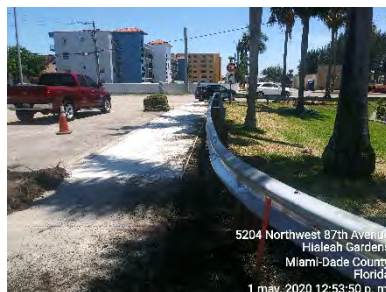
**Robert J. Behar, PE**  
Principal in Charge  
**Nestor Santana, PE**  
Senior Project Engineer  
**Zugeil Velez**  
Resident Compliance Specialist  
**Alejandro Medina**  
Senior Inspector



The City of Hialeah contracted R.J. Behar & Company, Inc. (RJ Behar) to provide construction engineering inspections services. This was a Federal Funded Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and the City of Hialeah.

The limits of the project were NW 87<sup>th</sup> Avenue/West 28<sup>th</sup> Avenue from West 52<sup>nd</sup> Street to West 80<sup>th</sup> Street with a project length of approximately 1.73 miles. The work included sidewalk and guardrail improvements, associated curb ramps, crosswalk pavement markings, and signage.

RJ Behar was responsible for providing CEI services, project coordination and communication among all parties involved, daily inspections and photographs, RFIs, Shop Drawings, Action Items, Change Orders, MOT Traffic control as per FDOT Standard for Road and Bridge Construction, and the Manual for Uniform Traffic Control Devices (MUTCD) 2009 latest edition (with revisions), and FDOT Standard Plans (102-600 index). Responsibilities included weekly reports, monitoring the contractor pay items, holding progress meetings, reviewing the EEO Submittals, reviewing the contractor and subcontractor's payrolls, July EEO reports, uploading project documents in FDOT Lap-It, carrying out the stormwater pollution prevention plan site reviews per NPDES requirements, and performing final closeout.



**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**REFERENCE #2**

**Public Entity Name:** City of Pompano Beach

**Reference Contact Person/Title/Department:** Mathew Kudrna, PMP, Engineering Project Manager II,  
Engineering Department

**Contact Number & Email** Tel: 954-786-4023, Email: Matthew.Kudrna@copbfl.com

**Public Entity Size/Number of Residents/Square Mileage:** 111,348, 24.7 miles

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on**

**Size/Scope of Work/Complexity)** Lyons Park Neighborhood Improvement Project 7/2021-Ongoing

The existing stormwater management system consists of four independent systems, which discharge to systems outside of the neighborhood. The project area suffers from flooding problems as documented in the City Stormwater Master Plan (SWMP). This project objective is to improve the drainage systems within the project area.

R.J. Behar is performing all of the CEI work on this project. Please see attached document.

**Is the Contract still Active? Yes**  **No**



# LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT CITY OF POMPAÑO BEACH, FLORIDA

**CLIENT:**

City of Pompano Beach  
Engineering Division  
1201 NE 5<sup>th</sup> Avenue  
Pompano Beach, FL 33060

Mathew Kudrna, PMP  
Engineering Project Manager II  
Tel: 954-786-4023  
Email:  
[Matthew.Kudrna@copbfl.com](mailto:Matthew.Kudrna@copbfl.com)

**RJ BEHAR'S ROLE:**

Engineering During Construction,  
Construction Management Services,  
and Inspection

PROJECT STARTED: 7/2021  
PROJECT COMPLETED: Ongoing  
COST/FEES PAID: \$327,700.00  
CONSTRUCTION COST: \$17,760,000  
CHANGE ORDERS: None  
TIME EXTENSIONS: None  
CONTRACT: Lump Sum

**RJ BEHAR'S KEY PERSONNEL**

Juan H. Vazquez, PE, PH, BCEE  
Principal in Charge

Hans Murzi, PE  
Project Manager

Hector Rosario, EI  
Project Engineer

Nestor Santana, PE  
Construction Manager

Logan Fasanella  
Senior Inspector

Renzo Sookdew-Sing  
Inspector Aide

The Lyons Park Neighborhood is located west of South Cypress Road, north of McNab Road, east of South Flagler Avenue and south of Southwest 8<sup>th</sup> Street. The area is served by an existing stormwater collection system. The existing stormwater management system consists of four independent systems, which discharge to systems outside of the neighborhood. The ultimate outfalls are located to the south of West McNab Road and to the east of South Cypress Road. The project area suffers from flooding problems as documented in the City Stormwater Master Plan (SWMP). This project objective is to improve the drainage systems within the project area.

The sanitary sewer lines within the Lyons Park Neighborhood were located in the rear yard easements of the properties/homes. This project includes the design for the relocation of the sewers to the street's right-of-way and new lateral services. The project also included the design of waterline relocations in areas where there were conflicts with other improvements. As part of the project all the streets will be reconstructed, with new pavement markings, and completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for new outfalls.

RJ Behar designed the improvements and during construction is providing full-time on-site construction inspection services, attending construction meetings; ensuring stormwater permits are being followed according to the NPDES; approving submittal reviews; coordinating construction material testing services; providing public involvement; preparing daily reports, document control, providing record drawings; responding to RFIs and change orders; approving pay applications; ensuring proper TTCP; will provide a punch list at substantial completion, and perform final closeout of the project.





**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**REFERENCE #3**

**Public Entity Name:** Town of Davie

**Reference Contact Person/Title/Department:** Jonathan Vogt, PE/Town Engineer, Engineering

**Contact Number & Email** Tel: 954-797-1137, Email: jonathan\_vogt@davie-fl.gov

**Public Entity Size/Number of Residents/Square Mileage:** 104,882, 35.76 square miles

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on**

**Size/Scope of Work/Complexity)** Nova Drive

The scope of work included but was not limited to widening the existing multi-lane road to a four-lane divided section, including designated bike lanes, new drainage systems, new sidewalks, curb & gutters and pedestrian ramps, roadway lighting, landscaping with irrigation, new signalization, and new pavement markings and signage.

RJ Behar performed all the services necessary to properly coordinate the activities of all parties. Please see attached document for details.

**Is the Contract still Active? Yes** \_\_\_\_\_ **No**  X



# NOVA DRIVE CONSTRUCTION ENGINEERING INSPECTION TOWN OF DAVIE

**CLIENT:**

Town of Davie  
6591 Orange Drive  
Davie, Florida 33330

Mr. Jonathan Vogt, PE

Town Engineer

Tel: 954-797-1137

Email: jonathan\_vogt@davie-fl.gov

**RJ BEHAR'S ROLE:**

Construction Management,  
Construction Engineering and  
Inspection (CEI)

PROJECT STARTED: 10/2017

PROJECT COMPLETED: 1/2021

COST/FEES PAID: \$496,280

CONSTRUCTION COST:

\$6,425,430

**CHANGE ORDERS: 4**

1. Reduction of Light Poles
2. Asphalt Overbuild
3. Pipe Bursting
4. Revised Turning Lanes

**TIME EXTENSIONS:** Multiple Time extensions due to unforeseen utility elevations; delays with FP&L and permitting, and COVID-19

**RJ BEHAR'S KEY PERSONNEL:**

Robert J. Behar, PE

Principal in Charge

Nestor Santana, PE

Senior Project Engineer

Logan Fasanella

Senior Inspector

Alejandro Medina

Senior Inspector

Zugeil Velez

Contract Compliance Specialist

*R.J. Behar & Company, Inc. (RJ Behar) was contracted by the Town of Davie to provide the CEI services required for project management, contract administration, and inspection for the Nova Drive Roadway Improvements Project. RJ Behar performed all services necessary to properly coordinate the activities of all parties involved in completing the Project, which included maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant Project changes; interpreting plans, specifications, and construction contract provisions; making recommendations to the Town to resolve disputes; and maintaining an adequate levels of surveillance of the Contractor's activities.*

*The project is located within the Town of Davie in Broward County and is approximately 1.29 miles in length along Nova Drive, from Davie Road to SW 76<sup>th</sup> Avenue/Kirkland Road. The scope of work included but was not limited to widening the existing multilane road to a four-lane divided section, including designated bike lanes, new drainage systems, new sidewalks, curb & gutters and pedestrian ramps, roadway lighting, landscaping with irrigation, new signalization, and new pavement markings and signage.*

*Coordination with FP&L was paramount for the transformers being installed, water main deflections were made in order to place drainage structures (35); pipe bursting was performed on the old existing water mains followed by earthwork restoration; and directional bore was performed for irrigation, signalization, and lighting.*



# CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

## TAB D. FIRM'S QUALIFICATIONS 1-9

### LICENSES & CERTIFICATIONS

**R.J. Behar & Company, Inc. Florida Secretary of State**  
Document No.: P99000088184 – Expires: 12/31/2022

**R.J. Behar & Company, Inc.**  
Department of Business & Professional Regulation  
License No.: 8365 – Status: Current





2:46:21 PM 10/13/2022

### LICENSEE DETAILS

**Licensee Information**

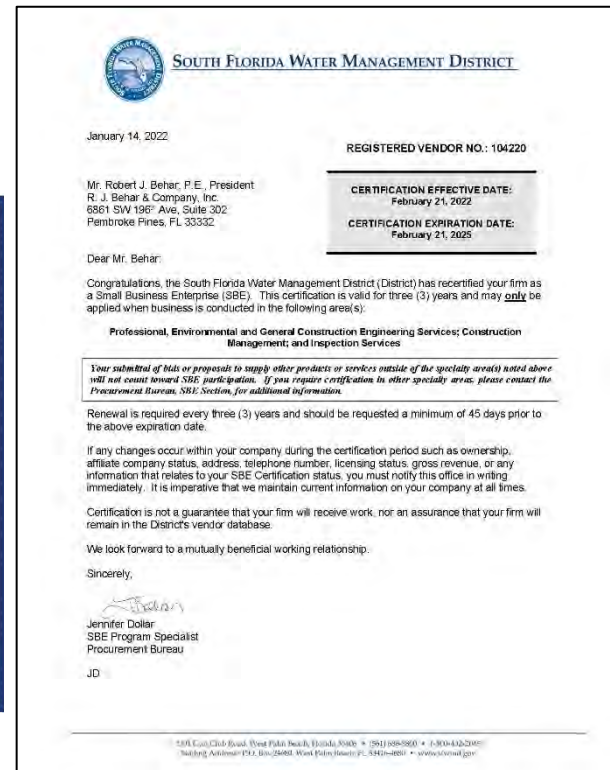
Name:	<b>R.J. BEHAR &amp; COMPANY, INC. (Primary Name)</b>
Main Address:	<b>6861 SW 196TH AVENUE SUITE 302 PEMBROKE PINES Florida 333320000</b>
County:	<b>BROWARD</b>

**License Information**

License Type:	<b>Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>8365</b>
Status:	<b>Current</b>
Licensure Date:	<b>10/22/1999</b>
Expires:	

**South Florida Water Management District**  
Small Business Enterprise (SBE) – Expiration: 02/21/2025

**R.J. Behar & Company, Inc. – Office of Supplier Diversity**  
Minority Business Certification – 03/15/2021 to 03/15/2023



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23**

R.J. Behar & Company, Inc. Occupational Licenses  
Document No.: P99000088184 – Expires: 09/30/2023



**Town of Miami Lakes  
Business Tax Receipt**

6601 Main Street  
Miami Lakes, FL 33014  
(305) 512-7192 ext. 1150

**Address of Licensee:**  
R.J. BEHAR & COMPANY, INC.  
7850 NW 146 ST #504  
MIAMI LAKES, FL 33016

**Licensee Effective:**  
FROM: September 30, 2022  
TO: September 30, 2023

**Licensees:**

**License Categories:** YEAR 2022 - 2023  
PROFESSIONAL ENGINEER \$40.00

09/01/22 Date of Issue **TOTAL FEE PAID:** \$ 40.00

**LICENSE NO. BTR#6416  
CU#:2013-0633**

**This license MUST BE DISPLAYED IN A CONSPICUOUS PLACE IN YOUR BUSINESS ESTABLISHMENT.**

**The Town of Miami Lakes must be notified of any changes of use, address, or ownership. This license is not transferrable and is subject to revocation. This license must be renewed on or before September 30 of each year.**



**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

**LBT**

EXPIRES **SEPTEMBER 30, 2023**  
Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 & 10

4729373

BUSINESS NAME/LOCATION: R J BEHAR & COMPANY INC  
7850 NW 146TH ST STE 504  
MIAMI LAKES FL 33016-1516

RECEIPT NO.: RENEWAL 4938305

OWNER: R J BEHAR & COMPANY INC  
C/O ROBERT BEHAR PRES

SEC. TYPE OF BUSINESS: 212 P.A./CORP/PARTNERSHIP/FIRM 6395

EMPLOYEE(S): 3

PAYMENT RECEIVED BY TAX COLLECTOR: \$75.00 08/05/2022  
CHECK#21-22-061357

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.  
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-27k.  
For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

**LBT**

EXPIRES **SEPTEMBER 30, 2023**  
Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 & 10

3954917

BUSINESS NAME/LOCATION: BEHAR ROBERT J PE  
7850 NW 146TH ST STE 504  
MIAMI LAKES FL 33016-1516

RECEIPT NO.: RENEWAL 4025037

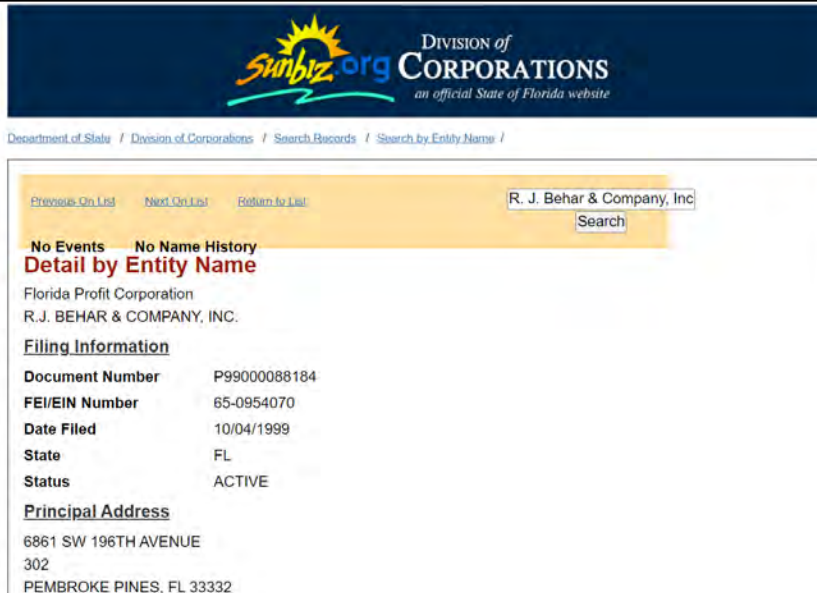
OWNER: BEHAR ROBERT J PE

SEC. TYPE OF BUSINESS: 212 PROFESSIONAL PED021755

PAYMENT RECEIVED BY TAX COLLECTOR: \$100.00 08/05/2022  
CHECK#21-22-061357

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.  
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-27k.  
For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

R.J. Behar & Company, Inc. Sunbiz Registration  
Since 10/04/1999



**Sunbiz.org** DIVISION OF CORPORATIONS  
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List **R. J. Behar & Company, Inc** Search

**No Events No Name History  
Detail by Entity Name**

Florida Profit Corporation  
R.J. BEHAR & COMPANY, INC.

**Filing Information**

Document Number P99000088184  
FEI/EIN Number 65-0954070  
Date Filed 10/04/1999  
State FL  
Status ACTIVE

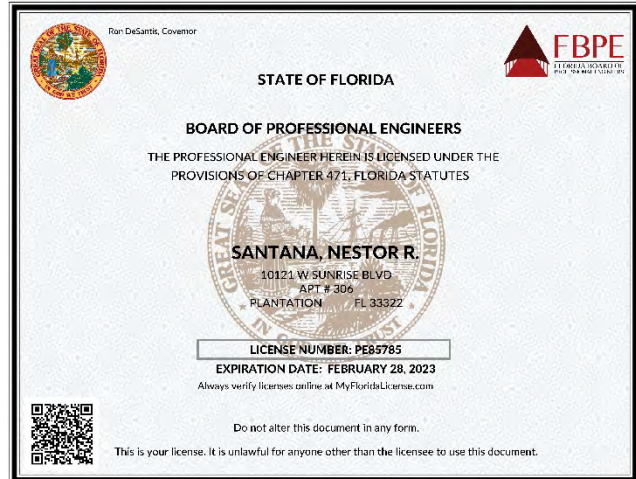
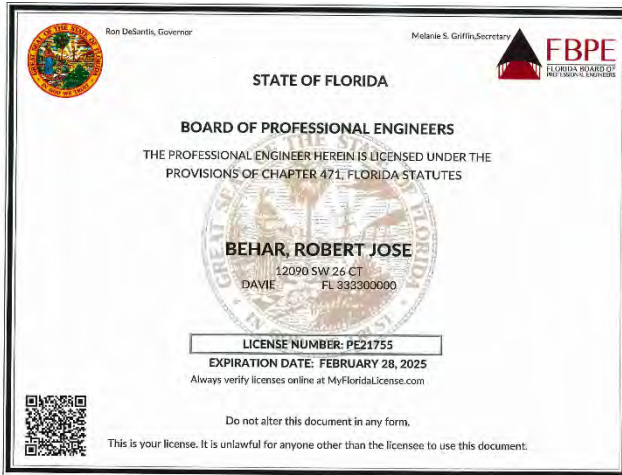
**Principal Address**

6861 SW 196TH AVENUE  
302  
PEMBROKE PINES, FL 33332

# CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

**Robert J. Behar, PE**  
License No.: PE21755 – Expiration: February 28, 2025

**Nestor R. Santana, PE**  
License No.: PE85785 – Expiration: February 28, 2023



## CTQP CERTIFICATIONS Nestor R. Santana, PE

**CTQP Training History Report**

Report for: *Nestor Santana*

TIN: S53563668  
Report Date: 11/09/2022

**Valid Qualifications**

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	3015114	09/06/2022	09/06/2027
Asphalt Paving - Level 2	3015163	09/09/2022	09/09/2027
Earthwork Construction Inspection - Level 1	2000555	01/28/2020	01/28/2025
Earthwork Construction Inspection - Level 2	2000293	01/30/2020	01/30/2025
Final Estimates - Level 1	N/A	05/17/2019	04/25/2024
Final Estimates - Level 2	N/A	04/25/2019	04/25/2024
QC Manager	2001645	05/07/2019	01/01/2099

**Expired Qualifications**

No Matching Expired Qualification Records Found

**Pending Qualifications**

No Matching Pending Qualification Records Found



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23**

**Stacy Sookdew-Sing**

**CTQP Training History Report**

Report for: Stacy Sookdew-Sing  
TIN: S23278171  
Report Date: 11/03/2022

**Valid Qualifications**

Qualification Name	Certificate Number	Valid from	Expires on
Earthwork Construction Inspection - Level 1	3010864	07/12/2022	07/12/2027
Earthwork Construction Inspection - Level 2	3010954	03/24/2022	03/24/2027
Final Estimates - Level 1	3007144	10/13/2021	10/13/2026
Final Estimates - Level 2	3007143	10/13/2021	10/13/2026
QC Manager	N/A	05/23/2014	01/01/2099

**Certificate of Completion**

**STACY A. SOOKDEW-SING**

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

04/02/2023      134      Kenneth C. Appell      84272  
Date Expires      FDOT Provider #      Instructor      Certificate #



A&W Consultants, Inc.  
2550 Greenbank Lane  
Tallahassee, FL 32313  
www.FloridaDOT.com  
info@awconsultants.com



For more information about Temporary Traffic Control (TTC) or to verify this certificate, visit [www.mcaafish.com](http://www.mcaafish.com).

**Zugeil Velez**

**CTQP Training History Report**

Report for: Zugeil Velez Malave  
TIN: V42598082  
Report Date: 11/03/2022

**Valid Qualifications**

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates - Level 1	2007189	12/03/2020	12/03/2025
Final Estimates - Level 2	3000069	09/25/2020	09/25/2025

**Certificate of Completion**

**Logan M. Fasanella**

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

08/27/2023      140      Jeremiah McCarthy      54551  
Date Expires      FDOT Provider #      Instructor      Certificate #



Metro Florida Safety Council  
111 County  
Dade County, FL Dept.  
info@metrofloridasafety.com



For more information about Temporary Traffic Control (TTC) or to verify this certificate, visit [www.mcaafish.com](http://www.mcaafish.com).

**Logan Fasanella**



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**  
**FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23**

**CTQP Training History Report**

Report for: [Logan Fasanella](#)  
 TIN: F25453388  
 Report Date: 11/03/2022

**Valid Qualifications**

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	2005214	10/22/2020	10/22/2025
Asphalt Paving - Level 2	2004919	10/22/2020	10/22/2025
Concrete Field Technician - Level 1	2004812	08/19/2020	09/29/2023
Drilled Shaft Inspection	3013901	08/16/2022	08/16/2027
Earthwork Construction Inspection - Level 1	2005683	09/29/2020	09/29/2025
Earthwork Construction Inspection - Level 2	2005743	11/11/2020	11/11/2025
FDOT Concrete Field Inspector Specification	N/A	08/19/2020	08/19/2025
Final Estimates - Level 1	N/A	02/13/2019	10/05/2023
Final Estimates - Level 2	N/A	10/05/2018	10/05/2023
Pile Driving Inspection	3004539	06/11/2021	06/11/2026
QC Manager	3006679	09/17/2021	01/01/2099

**Pending Qualifications**

No Matching Pending Qualification Records Found



**Jose Santamaria**

**CTQP Training History Report**

Report for: [Jose Santamaria](#)  
 TIN: S53543378  
 Report Date: 11/03/2022

**Valid Qualifications**

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	N/A	09/25/2023	10/25/2024
Asphalt Paving - Level 1	N/A	09/25/2018	09/25/2023
Asphalt Paving - Level 2	N/A	10/25/2019	10/25/2024
Concrete Field Technician - Level 1	N/A	06/08/2018	06/08/2023
Drilled Shaft Inspection	N/A	05/15/2019	05/15/2024
Earthwork Construction Inspection - Level 1	N/A	04/06/2018	04/06/2023
Earthwork Construction Inspection - Level 2	N/A	06/06/2019	06/06/2024
Final Estimates - Level 1	N/A	03/28/2018	03/28/2023
Pile Driving Inspection	3002346	10/17/2020	10/17/2025

# CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

Arehna Engineering, Inc.

**State of Florida  
Department of State**

I certify from the records of this office that AREHNA ENGINEERING INC. is a corporation organized under the laws of the State of Florida, filed on December 24, 2008, effective January 1, 2009.

The document number of this corporation is P08000110763.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 5, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Fifth day of January, 2022*



*Randi W. Bejar*  
Secretary of State

Tracking Number: 857548828CC  
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Florida Department of Business & Professional Regulation**

HOME CONTACT US MY ACCOUNT

5:34:41 PM 7/12/2022

**ONLINE SERVICES**      **LICENSEE SEARCH OPTIONS**

Apply for a License  
Verify a Licensee  
View Fines & Lodging Inspections  
File a Complaint  
Continuing Education Course Search  
View Application Status  
Find Exam Information  
Unlicensed Activity Search  
AB&T Delinquent Invoice & Activity List Search

Data Contained in Search Results is Current As Of 07/12/2022 05:33 PM.

**Search Results**  
Please see our glossary of terms for an explanation of the license status shown in these search results.  
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Registry	AREHNA ENGINEERING, INC.	Primary	28410 Registry	Current

Main Address\*: 5012 W LEMON STREET TAMPA, FL 33609

[Back](#)   [New Search](#)

\* denotes:  
Main Address - This address is the Primary Address on file.  
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location address).  
License Location Address - This is the address where the place of business is physically located.

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

LBT

**EXPIRES  
SEPTEMBER 30, 2023**  
Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 & 10

7187538

BUSINESS NAME/LOCATION: MCRORY JESSICA ANN PE DOING BUSINESS IN DADE COUNTY      RECEIPT NO. RENEWAL 7468546

OWNER: MCRORY JESSICA ANN PE C/O AREHNA ENGINEERING INC.      SEC. TYPE OF BUSINESS: 212 PROFESSIONAL PE68440      PAYMENT RECEIVED BY TAX COLLECTOR: \$100.00 09/02/2022 INT-22-403696

1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.  
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 5a-276.  
For more information, visit [www.miamidadade.gov/taxcollector](http://www.miamidadade.gov/taxcollector)

STATE OF FLORIDA

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



**ALBA, ANGELA L.**  
11365 SOLSTICE CIRCLE  
PARKLAND, FL 33076

**LICENSE NUMBER: PE50538**  
**EXPIRATION DATE: FEBRUARY 28, 2023**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

**CTQP Training History Report**

Report for: Winston Orellana  
TIN: 064588169  
Report Date: 11/28/2022


**Valid Qualifications**

Qualification Name	Certificate Number	Valid from	Expires on
Aggregate Base Testing Technician	3004736	07/20/2018	07/14/2023
Aggregate Testing Technician	N/A	07/14/2018	07/14/2023
Asphalt Plant - Level 1	3012736	07/12/2022	07/12/2027
Concrete Field Technician - Level 1	3007161	09/25/2021	08/04/2026
Concrete Lab Technician - Level 1	N/A	07/14/2018	07/14/2023
Earthwork Construction Inspection - Level 1	3004737	04/06/2018	04/06/2023
Earthwork Construction Inspection - Level 2	3004738	03/26/2021	03/26/2026
LBR Technician	N/A	01/25/2018	01/25/2023
Qualified Sampler Technician	N/A	07/14/2018	07/14/2023



CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

Biscayne Engineering Company, Inc.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB129**  
Expiration Date February 28, 2023


**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes

**BISCAYNE ENGINEERING COMPANY, INC.**  
529 W FLAGLER ST  
MIAMI, FL 33130-1399

*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5666**  
Expiration Date February 28, 2023


**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**MIKE JOHN BARTHOLOMEW**  
6640 BLUE BAY CIR  
LAKE WORTH, FL 33467-7334

*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7218**  
Expiration Date February 28, 2023

**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**ALBERTO J RABIONET**  
1721 SW 12TH AVE  
MIAMI, FL 33129-2519

*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

**State of Florida  
 Department of State**

I certify from the records of this office that BISCAYNE ENGINEERING COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on January 12, 1914.

The document number of this corporation is 006518.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 10, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
 Great Seal of the State of Florida  
 at Tallahassee, the Capital, this  
 the Tenth day of February, 2022*



*Randy Rice*  
 Secretary of State

Tracking Number: 0786144142CC  
 To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.smbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Biscayne Engineering Company, Inc.

**Local Business Tax Receipt**  
 Miami-Dade County, State of Florida  
 -THIS IS NOT A BILL - DO NOT PAY



7205695

**BUSINESS NAME/LOCATION**  
 BISCAYNE ENGINEERING COMPANY INC  
 529 W FLAGLER ST  
 MIAMI FL 33130

**RECEIPT NO.**  
 RENEWAL  
 7488822

**EXPIRES**  
**SEPTEMBER 30, 2023**  
 Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A – Art. 9 & 10

**OWNER**  
 BISCAYNE ENGINEERING COMPANY INC  
 C/O BARTHOLOMEW, MICHAEL J

**SEC. TYPE OF BUSINESS**  
 212 P.A./CORP/PARTNERSHIP/FIRM  
 LB129

**PAYMENT RECEIVED  
 BY TAX COLLECTOR**  
 \$175.50 09/07/2022  
 INT-22-407757

Employee(s) 39

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

# CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

## 5. CURRENT & PAST CLIENTS

**RJ Behar** has successfully completed previous contracts of a similar nature with a satisfactory record of performance for various government and municipal agencies. Several projects of the proposed team have received or have been nominated for engineering awards. The **RJ Behar** firm has developed an excellent reputation throughout South Florida for delivering high quality engineering services. **RJ Behar** has consistently completed projects on time and within budget requirements. We consistently obtain evaluations from the FDOT projects in the range of 4.0 out of a maximum of 5.0 points. We also consistently obtain evaluations from the SFWMD projects in the range of 3.5 to 4.375 out of a maximum of 5.0 points.

Another test of our ability to complete projects on time and within budget is repeat business. The following table indicates clients for which **RJ Behar** has been in constant services, and the duration of those services.

Client	Type of Contract	Years Under Contract
City of Hialeah	General Engineering Services	20
SFWMD	General Engineering, Construction Management	19
FDOT D4	Numerous Contracts	22
FDOT D6	Numerous Contracts	22
Central Broward Water Control District	District Drainage Engineer	15
City of Pompano Beach	General Engineering Services	7
City of Lauderdale Lakes	General Engineering Services	16
City of Lauderdale	General Engineering Services	11
Broward College	General Engineering Services	10
City of Miami Gardens	General Engineering Services	10
City of North Miami	General Engineering Services	9
City of Coconut Creek	General Engineering Services	12
City of Pembroke Pines	General Engineering Services	3

## 6. OFFICIAL COMPLAINT HISTORY

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida Department of Business & Professional Regulation

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5:02:38 PM 11/21/2022

**ONLINE SERVICES**

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

**SEARCH RESULTS**

**Complaint Details**

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our [Public Records](#) page.

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our [Search Unlicensed Activity Complaints](#) page.

**Name:**

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details Screen.

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline Date - Description
--------	-------	---------------	--------	-------------	------------------	-------------------------------

## 7. PRINCIPAL IN CHARGE'S EXPERIENCE

Mr. Nestor Santana, PE – Senior Project Engineer (SPE) {80% Available} is a licensed professional engineer with over 27 years of significant, related experience on major roadway and bridge construction projects. He has worked as an SPE on various civil construction projects, ranging from concrete, steel, water/wastewater pump stations, spillways, culverts, seawalls,

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

bridges, and full civil site preparation with variable soil, groundwater, and foundation characteristics. He has worked on 15 recent Local Agency Projects (LAP) Funded projects in **District 4 and District 6** and with the **South Florida Water Management District**. He is highly knowledgeable and experienced in all aspects of CEI management from project administration, to claims and Engineer of Record analysis, public relations, quality control, progress estimates and the final estimate close-out package. Mr. Santana has an excellent understanding of bid documents, contracts, and developing team strategies for ensuring project success. He is a project manager who understands the importance of safety, construction schedule, budget tracking, cost estimating, forecasting, and knowledgeable in mitigating impacts during construction and will work hand in hand with our project administrator to assist in day operations.

**8. TEAM'S PRIOR EXPERIENCE – 5 YEARS**

**Ms. Stacy Sookdew-Sing – Project Administrator {100% Available}** has more than **18 years** of experience as a **Project Administrator, Contract Support Specialist, Senior Resident Compliance Specialist**, as well as a **Public Information Officer** on a variety of projects throughout Miami-Dade, Broward, and Palm Beach Counties for the FDOT and local agencies. She received the “Professional Manager of the Year” award for stormwater projects from the American Public Works Association (South Florida Chapter). She is very organized, proactive and has excellent communication skills along with her technical abilities allowing her to be highly productive. Ms. Sookdew-Sing brings a diverse background with recent projects like **Local Agency Program Contract Management Project, Multiple Counties, Florida – FDOT, District 4, Davie Road Phase II LAP Project, Broward County, Florida – Town of Davie/FDOT, District 4** in CEI with Project Administration and Contract Support, roadway/bridge inspection, and compliance experience.

**Ms. Zugeil Velez – Contract Support Specialist {100% Available}** has over **5 years** of experience working as a **Resident Compliance Specialist and Contract Support Specialist** on several Local Agency Program Contracts in **District 4 and District 6** and with multiple municipalities. Ms. Velez is involved in ensuring the goals of the anticipated Disadvantage Business Enterprise (DBE) statement are achieved per established Federal and State regulations, which necessitates monthly EOC reviews of payments, along with review of the prime contractor and/or subcontractors' payrolls for compliance, ensuring the Local Agencies meet their requirements under their LAP agreement. She aids the PA with reviewing daily work reports, as well as monthly progress estimates. Ms. Velez assists the SPE and PA by preparing and processing weekly reports, monthly progress reports, standard weather letters, MAC data entries and monthly invoicing and uploading all documentation into the GAP System for FDOT. She also served as a Public Information Officer on multiple projects, assisting with fliers, community awareness, and public meetings.

**Mr. Logan Fasanella – Senior Inspector {100% Available}** has over **10 years** of experience working as a construction inspector on projects for FDOT, District 4 Broward Ops, Broward County, Miami Dade County, and numerous municipalities. Starting his career as an Inspector Aide, he worked on the **Commercial Boulevard and Rock Island Road and NW Neighborhood Phase III Sistrunk Boulevard** projects for FDOT, District 4. Since that time, he has obtained numerous certifications and experience including running the most recent Nova Drive Improvements for the Town of Davie, where he performed as the **Assistant Project Administrator, Contract Support Specialist, and Senior Inspector**. He has been responsible for overseeing and monitoring the contractor's work and assuring proper inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project. He has been accountable for reviewing and monitoring compliance with contract documents; keeping complete and accurate records of all activities and events relating to the project; validating quantities and performing final estimates for the closeout of projects. **Mr. Fasanella** brings recent and relevant signalization, lighting, drainage, roadway widening, including pedestrian features emphasizing in crossings with ADA compliant access ramps and signing and pavement markings experience to our team with his adaptive abilities exceeding all required qualifications and certifications.

**Mr. Renzo Sookdew-Sing – Inspector Aide {100% Available}** has a bachelor's degree in Construction Management. He is a young inspector shadowing senior inspectors. His RJ Behar experience started as summer intern; first assisting the construction engineering department as inspector aide, shadowing senior inspectors; during a second term, assisting the traffic engineering department performing traffic counts. Mr. Sookdew-Sing has participated working alongside licensed contractors and assisting daytime operations for construction projects, coordinating with subcontractors, and overseeing schedules.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23

**SUBCONSULTANTS:**

**RJ Behar** has complemented our team with the addition of **AREHNA Engineering, Inc.** They are a geotechnical engineering and materials testing firm with an experienced staff of engineers, who work closely with clients and project design teams, carefully consider project information, and provide the most cost-effective solutions to the challenges faced on each project. **AREHNA** has successfully provided geotechnical engineering services on contracts for a variety of public and private sector clients. Project experience includes roadway improvements, bridge replacements, complete streets, water, wastewater, stormwater and drainage, parks and trails, safety and bike and pedestrian improvements, projects for the City, Broward County, FDOT, FDEP, SWFWMD, as well as other Counties and Cities throughout the State. **RJ Behar** has an excellent working relationship with them and have several completed projects together.

**AREHNA** is a certified (CBE) Certified Business Enterprise with Broward County, State of Florida Certified Minority Business Enterprise (MBE) and FDOT Disadvantage Business Enterprise (DBE) and Small Business Enterprise (SBE) that provides innovative and comprehensive geotechnical and materials testing and inspection services throughout the State of Florida. **AREHNA**, prequalified in FDOT Work Groups: 9.1, 9.2, 9.3, 9.4.1, 9.4.2, 9.5, and 10.3, has a full service geotechnical and construction materials testing laboratory, which is AASHTO accredited, USACE validated, and FDOT approved.

**Biscayne Engineering Company, Inc. (BEC)** will assist with any surveying needs that can arise during construction. **BEC** is a full-service surveying and civil engineering company, which has been headquartered in downtown Miami since its founding in 1898. **BEC** maintains one of the most comprehensive libraries of local historic surveying records, which tell a unique story of South Florida that is unavailable elsewhere. They are currently prequalified in FDOT categories 3.1, 8.1, 8.2 and 8.4, and are a non-DBE/Small Business firm. **BEC** has successfully managed multiple contracts for right-of-way mapping (including maintenance maps), location surveying, monumentation, and subsurface utility locating. Their extensive experience includes the preparation of boundary surveys, plats, record surveys, as-built surveys, quantity surveys, as well as the preparation of legal descriptions, ownership/ parcel mapping, appraisal surveys and court testimony. They have staff trained in the principles and practices of Mean High Water Surveying, and an unparalleled resume regarding road surveying throughout South Florida. They have been serving FDOT, District 6 and District 4, as both a prime and subconsultant continuously for decades.

Construction surveying is one of the pillars of their company. From complicated “high rise” and highway construction projects with extremely aggressive schedules to landmark projects such as the construction of the Miami Metro Rail and most recently the All Aboard Florida – Miami Station, **BEC** has been involved and continues to be a driving force in the development of South Florida. They pride themselves in the art of establishing proper horizontal and vertical control that can be preserved for the duration of the project. **BEC** understands the importance of adhering to construction schedules and makes these a priority by having crews available for a project within 24-hours or less. **BEC's** project manager works directly with the construction superintendent to ensure that all field requests are completely understood and that the crews understand the client needs every time. **RJ Behar** has also worked on numerous projects with **Biscayne Engineering Company, Inc.** and have completed them on time and within budget.

**9. STANDARD FORM 330S**

Please find complete SF-330 sets immediately following this page.

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT

2. PUBLIC NOTICE DATE  
October 31, 2022

3. SOLICITATION OR PROJECT NUMBER  
RFQ# 02-22/23

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

**Robert J. Behar, PE – President/CEO**

5. NAME OF FIRM

**R.J. BEHAR & COMPANY, INC.**

6. TELEPHONE NUMBER  
(305) 558-3777

7. FAX NUMBER  
(305) 558-8909

8. EMAIL ADDRESS  
bbehar@rjbehar.com

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
PRIME	J-V PARTNER	SUBCON - TRACTOR				
a.	X			<b>R.J. BEHAR &amp; COMPANY, INC.</b> <input type="checkbox"/> CHECK IF BRANCH OFFICE	7850 NW 146 Street, Suite 504 Miami Lakes, FL 33016	Construction Engineering Inspection Services
b.			X	<span style="color: blue;">Biscayne Engineering Company, Inc.</span> <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	300 Lock Road, Suite 302 Deerfield Beach, Florida 33442	Surveying and Geographic Information Services (GIS), SUE services
c.			X	<span style="color: orange;">AREHNA Engineering, Inc.</span> <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	12296 Wiles Road, Coral Springs, Florida 33076	Geotechnical Engineering Material Sampling and Testing Services
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
NESTOR SANTANA, PE	SENIOR PROJECT ENGINEER	27	8

**15. FIRM NAME AND LOCATION (City and State)**



**R. J. BEHAR & COMPANY, INC.**

6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, Florida 33332

**16. EDUCATION (DEGREE AND SPECIALIZATION)**

B.S. Civil Engineering, University of Puerto Rico, 1994

**17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)**

PE Florida License No. 85785, PE Puerto Rico License No. 16868

**18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)**

Mr. Santana's CTOP certifications include Final Estimates I & II, QC Manager, Earthwork I & II, FDOT Critical Structures Construction Issues, Radiation Safety Officer, Nuclear Gauge Hazmat Training, Advanced Temporary Traffic Control Plans. TIN#: S535636684490

### 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<p><b>a.</b> NW South River Drive (121W-116W) CEI Services, Miami-Dade County, Florida – Town of Medley</p> <p><b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> <b>Check if project performed with current firm</b> Senior Project Engineer responsible for overseeing construction operations, administration, management, QC, monthly and final estimates (close-out package). His responsibilities included public relations and claims analysis. He ensures the safety, schedule, cost tracking, estimating, forecasting, and trouble shoots. The project consists of roadway and drainage improvements with the construction of a new drainage system with exfiltration trench, pipe culverts within an outfall the C-6 canal. The installation of concrete curb and gutter, curb inlets, manholes, valley gutter, guardrail, asphalt, signing and pavement markings, and installation of bike lanes on both sides of roadway. <i>Cost/Fees Paid: \$264,670 Construction Cost: \$2,176,672 Project CIP #: 0107-1 Project Length: 0.47 miles</i></p>	Professional Services	Construction (If applicable) Ongoing
<p><b>b.</b> Nova Drive, Broward County, Florida – Town of Davie</p> <p><b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> <b>Check if project performed with current firm</b> Senior Project Engineer responsible for managing the contract, budget, contract time, and inspection staff; ensuring the contractor's conformance with the plans and project specifications, reviewing and keeping track of contractor submittals – shop drawings, requests for information (RFIs), project baseline schedule and monthly updates; Review project daily reports, monthly progress estimates, conduct progress meetings, preparation of minutes; Coordination with all stakeholders, including the various agencies, utility companies, the public, school, businesses, and neighboring homeowners associations; review project final as-builts, material certifications, and preparation and submittal of the closeout package. <i>Cost/Fees Paid: \$496,280; Construction Cost: \$6,425,430</i></p>	Professional Services	Construction (If applicable) 2021
<p><b>c.</b> Overhead Flashing School Zone Signs CEI Services, Palm Beach County, Florida – Palm Beach County Highway Division</p> <p><b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> <b>Check if project performed with current firm</b> Senior Project Engineer responsible for construction management and overseeing the inspectors on the project. The scope of the project includes the installation of two overhead solar-powered school flasher signals, crosswalks, and mast arms at the following five school locations within the County. The project will incorporate the following safety features and signalization upgrades: Overhead school zone flashers conversion to structural mast arms, Conversion of non-flashing school signs to flashing signs, Solar power conversions and installations, Removal and replacement of concrete sidewalk &amp; driveways at designated locations, Sodding at designated locations, Restoration of school, pedestrian, and bicycle signage and thermoplastic pavement markings <i>Costs/Fees Paid: \$89,814.76 Construction Cost: \$532,222</i></p>	Professional Services	Construction (If applicable) 2020
<p><b>d.</b> W. 28<sup>th</sup> Avenue Sidewalk/Guardrail Improvements, Miami-Dade County, Florida – City of Hialeah/FDOT, District 6/Federal Highway Administration (FHWA)</p> <p><b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> <b>Check if project performed with current firm</b> Senior Project Engineer who coordinated and provided FDOT with all the required information to ensure compliance with all LAP requirements, oversaw the inspection team and the RCS, kept the construction contract time established, and performed final construction close-out. The scope included new curb &amp; gutter, a 10' wide shared-use path along the west side of the corridor; milling, resurfacing and overbuilding of the roadway; installation of new upgraded signing &amp; pavement markings. Porous Flexible Pavement was proposed at specific locations on the shared-use path to minimize tree removal. <i>Costs/Fees Paid: \$39,960 Construction Cost: \$396,519 Project Length: 1.73 miles</i></p>	Professional Services	Construction (If applicable) 2021
<p><b>e.</b> Fort Lauderdale-Hollywood International Airport Terminal 2, 3 &amp; 4 Pedestrian Bridges Phase 1, Demolition and Cleaning, Broward County, Florida – Broward County Aviation Department</p> <p><b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> <b>Check if project performed with current firm</b> Resident Project Representative who acted on behalf of the Aviation Department to observe the construction and advise BCAD regarding its compliance with requirements of the contract documents. The scope of work included replacement of the metal soffit panels at the four pedestrian bridges linking the Palm parking garage with Terminal 2, 3 &amp; 4. <i>Cost/Fees Paid: \$268,000; Construction Cost: \$2,246,300</i></p>	Professional Services	Construction (If applicable) 2014

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person)

<b>12. NAME</b>  <b>ROBERT J. BEHAR, PE</b>	<b>13. ROLE IN THIS CONTRACT</b> <b>PRINCIPAL IN CHARGE - CONSTRUCTION MANAGEMENT</b>	<b>14. YEARS EXPERIENCE</b>	
		<b>a. TOTAL</b> <b>45</b>	<b>b. WITH CURRENT FIRM</b> <b>23</b>

**15. FIRM NAME AND LOCATION (City and State)**  
 **R.J. BEHAR & COMPANY, INC.**  
 6861 SW 196<sup>th</sup> Avenue, Suite 302  
 Pembroke Pines, FL 33332

<b>16. EDUCATION (Degree and Specialization)</b> M.S. Structural Engineering, University of Florida, 1975 B.S. Civil Engineering, University of Florida, 1974	<b>17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)</b> PE Florida License No. 21755, 1980
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**18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)**  
 Mr. Behar was awarded the Ben Watts Partnership Award in 2010. He is a voting member of the Florida Greenbook Committee. Mr. Behar was an original member and helped develop the American Society of Civil Engineers (ASCE) publication "Context Sensitive Highway Design Principles" and he is currently a voting member for the development of the Complete Streets Chapter in the Florida Greenbook. Mr. Behar is a member of ASCE, Florida Engineering Society, Institute of Transportation Engineers, and Transportation Research Board

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>a.</b> Seawall Design at Tobie Wilson Park – Town of Medley, Florida	2020	2021
<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager/Principal in Charge: The scope of work included design of approximately 850 feet of new steel bulkhead wall with a concrete cap located on the north side of the park along the south bank of the Miami Canal. RJ Behar's scope included field reviews, structural design, plans preparation, bidding assistance, ROW and ERP permitting with South Florida Water Management District and the U.S. Army Corps of Engineers, estimates of probable costs, technical specifications, and construction engineering inspection. RJ Behar also assisted with the grant preparation. <i>Cost/Fees Paid: \$112,000 CEI Fees Paid: \$168,948.75 Construction Cost: \$ 1,394,664</i>		
<b>b.</b> Samson Ocean Front Park - City of Sunny Isles Beach, Florida	2015	2020
<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm Principal in Charge responsible for the design and permitting of the sewer line and grinder pump on the property, in conjunction with managing all the design aspects of the project. RJ Behar was also responsible for the site geometry, grading, and drainage design. RJ Behar also performed the construction engineering inspection of the entire park, including the playground appurtenances, landscaping, the stage, two bathrooms, plumbing, and electrical designs. <i>Cost/Fees Paid: \$141,478.00 Construction Cost: \$3 million Project Length: 2.09 acres</i>		
<b>c.</b> Pine Island Road CEI, Broward County, Florida – Broward County Highway & Construction Engineering Department		2018
<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm Principal in Charge of the CEI services and contract management services including: Scheduling and attending meetings, Reviewing RFIs, requests for clarification, Serving as liaison between the Contractor and the County, Reviewing shop drawings, Monitoring schedules and dates, Verifying materials incorporated into the work, Verifying sampling, Preparing daily inspection reports, Monitoring compliance with maintenance of traffic plans, Reviewing and analyzing change orders and pay requests, Monitoring and observing the construction activities and procedures, and Performing project closeout. <i>Cost/Fees Paid: \$996,112 Construction Cost: \$7,061,924 Broward County Project #: 5399 Project Length: 1 Mile</i>		
<b>d.</b> Old Davie School Improvements – Town of Davie, Florida		2018
<b>(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the civil engineering site design, drainage, utility improvements, including sanitary lift stations and submersible pumps, and site field visits. The scope of the project consisted of site design, drainage, parking, and utility improvements for an historical school (now converted to a museum) and an adjacent park property. He was also responsible for post design services reviewing RFIs and change orders. <i>Cost/Fees Paid: \$116,528 Construction Cost: \$1,100,000</i>		
<b>e.</b> 40 Year Certification Structural Inspection, Miami-Dade County, Florida – Miami	2013	2015
<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager who performed structural inspection for a 40 year structure. The inspection required the certification of all structural components for a 20,000 square foot structure.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
STACY SOOKDEW-SING	PROJECT ADMINISTRATOR	19	12

**15. FIRM NAME AND LOCATION (City and State)**



**R.J. BEHAR & COMPANY, INC.**  
6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, FL 33332

**16. EDUCATION (DEGREE AND SPECIALIZATION)**

HS Graduate, North Miami Senior High School

**17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)**

CTQP ID # S232781716640

**18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)**

Ms. Sookdew-Sing was awarded "Project Manager of the Year" from the APWA. CTQP Certifications: Final Estimate Level I & II, MOT Advanced, Asphalt Paving Level I, Earthwork Construction Level I & II, QC Manager, FDOT Resident Compliance Training, FDOT 8 Hour LAP Workshop, Statewide Training Program for Florida Resident Compliance Specialists, US Wage and Hour Division, Prevailing Wage Rate Conference, Payrolls, On-The-Job-Training, EEO/AA, DBE Program, FDOT - 12 Hour Training, Program: EEO, DBE and Payroll Compliance on Local Area Projects, Including, USDOT, OIG Video.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a. FDOT District 4 LAP Contract Management – Florida Department of Transportation		2021
<p>(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm</p> <p>Project Administrator on a Districtwide LAP oversight contract. This task-work-order contract provided construction oversight for local agency projects in Broward, Palm Beach, Martin, St. Lucie and Indian River Counties. These projects included federally funded non-vehicular improvements such as sidewalks, pedestrian signals, bicycle lanes, and other related activities such as resurfacing, curbing, signage and striping. As the oversight consultant, she ensured that local agencies complied with applicable construction standards and compliance requirements of the FHWA. Under this contract, 51 Task Work Orders were issued for oversight of construction projects managed by 22 different local programs. Costs/Fees Paid: \$5 million Construction Cost: Varied per project</p>		
b. (1) TITLE AND LOCATION (City and State) Davie Road Phase II Local Agency Program (LAP), Broward County, Florida - Town of Davie/Florida Department of Transportation (FDOT), District 4		2019
<p>(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm</p> <p>Project Administrator/Contract Support/Resident Compliance Specialist: She was responsible for reviewing and submitting daily work reports to the FDOT, reviewing and processing the monthly payment applications, reviewing monthly CPM schedules, processing any change orders, scanning and uploading all project documentation into LAPIT, maintains and organizes contract documentation such as RFI's and shop drawings; reviewing and processing RFI's, preparing progress meeting agenda's and minutes, attending all FDOT project audits, preparing and completing the project documents upon closeout of the project, providing the agency with all project documents for FDOT reimbursement. Her duties as the Resident Compliance Specialist included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, and review and file certified payrolls. Fees Paid: \$297,438 Construction Cost: \$2,433,873.04</p>		
c. (1) TITLE AND LOCATION (City and State) NW 35 <sup>th</sup> Avenue Greenway LAP Project, Broward County – City of Lauderhill/ FDOT D4		2018
<p>(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm</p> <p>Project Administrator/Contract Support Specialist for this LAP project that consisted of the construction of a decorative concrete edge on both sides of the existing asphalt path. The scope included 7 asphalt connections to the existing path at various side streets to facilitate a safe route to the two schools in the area; installation of signing and pavement marking improvements for bicycle traffic, landscaping, and pedestrian lighting along the path and the alleyway along NW 36 Ave. She monitored contractor pay items, processed monthly payment applications, reviewed RFIs and shop drawings, reviewed EEO Submittals, reviewed the contractor and subcontractor's payrolls, uploaded project documents on FDOT LAPIT, prepared for and attended the Final Audit and completed the final closeout package. Cost/Fees Paid: \$106,989 Construction Cost: \$599,982 Project Length: .569 miles</p>		
d. (1) TITLE AND LOCATION (City and State) SW 212 <sup>th</sup> Street Drainage CEI Services, Miami-Dade County – Cutler Bay, Florida		2015
<p>(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm</p> <p>Project Administrator/Resident Compliance Specialist: She performed monitored contractor pay items, attended progress meetings, reviewed EEO Submittals, reviewed of the contractor and subcontractor's payrolls, uploaded project documents on FDOT LAPIT, and assisted with the final closeout package. Project Length: Intersection. Cost/Fees Paid: \$70,514.80 – Construction Cost: \$727,590.87</p>		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ZUGEIL VELEZ	CONTRACT SUPPORT SPECIALIST	4	4

**15. FIRM NAME AND LOCATION (City and State)**



**R.J. BEHAR & COMPANY, INC.**  
6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, FL 33332

**16. EDUCATION (Degree and Specialization)**

A.A. ESL, Inter American University of Puerto Rico-San German, 2010

**17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)**

FDOT Resident Compliance Specialist CBT Training  
FDOT Equal Opportunity Compliance Training  
FDOT FHWA Emergency Relief Program Training for Local Agencies

**18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)**


Ms. Velez assists the Project Engineer by preparing and processing weekly reports, monthly progress reports, standard weather letters, MAC data entries and monthly invoicing and uploading all documentation into the GAP program for FDOT. She also serves a Public Information Officer on multiple projects, assisting with fliers, community awareness, and public meetings. TIN#: V425980826260 – Final Estimates I&I

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>a.</b> (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Construction Engineering Inspection for Various Department of Transportation & Public Works, Miami-Dade County, Florida – Miami-Dade Department of Transportation & Public Works	<input checked="" type="checkbox"/> Check if project performed with current firm	Ongoing
(1) TITLE AND LOCATION (City and State) Gulfstream Elementary Complete Streets Project, Miami-Dade County, Florida – Town of Cutler Bay/FDOT, District 6/Federal Highway Administration (FHWA)	<input checked="" type="checkbox"/> Check if project performed with current firm	2020
<b>b.</b> (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Resident Compliance Specialist/Assistant CSS who assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they apply to this project, including the provisions of the U.S. DOT, the FHWA and the U.S. DOL. Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. Project #: 441644-1-58-01; Cost/Fees Paid: \$63,734.00 – Construction Cost: \$397,615.87	<input checked="" type="checkbox"/> Check if project performed with current firm	2021
(1) TITLE AND LOCATION (City and State) Miramar Parkway Streetscape from 68 <sup>th</sup> Avenue to 64 <sup>th</sup> Avenue, Construction Inspection Services, Broward County, Florida - City of Miramar/FDOT, District 4/FHWA	<input checked="" type="checkbox"/> Check if project performed with current firm	2021
<b>c.</b> (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Resident Compliance Specialist who assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they apply to this project, including the provisions of the U.S. DOT, the FHWA and the U.S. DOL Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. Project #: 438124-1-58-01; Cost/Fees Paid: \$130,000.00; Construction Cost: \$1,500,300.00; Project Length: 0.58 miles.	<input checked="" type="checkbox"/> Check if project performed with current firm	2021
(1) TITLE AND LOCATION (City and State) NW 60 Avenue Bicycle/Pedestrian Improvement Project, Miami-Dade County, Florida – Town of Miami Lakes/FDOT, District 6/FHWA	<input checked="" type="checkbox"/> Check if project performed with current firm	2019
<b>d.</b> (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Resident Compliance Specialist who assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they apply to this project, including the provisions of the U.S. DOT, the FHWA and the U.S. DOL Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. Cost/Fees Paid: \$72,859.39; Construction Cost: 1,059,175.86.	<input checked="" type="checkbox"/> Check if project performed with current firm	2019
(1) TITLE AND LOCATION (City and State) Manta Drive Improvement LAP Project, Miami-Dade County, Florida – Town of Cutler Bay/FDOT, District 6	<input checked="" type="checkbox"/> Check if project performed with current firm	2019
<b>e.</b> (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Assistant Resident Compliance Specialist who was responsible for scanning and uploading all project documentation, maintaining and organizing contract documentation, preparing meeting minutes, attending all FDOT project audits, conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, and review and file certified payrolls. Project #: 01641; Project Length: 1,000 LF; Costs/Fees Paid: \$66,120.00; Construction Cost: \$620,000.00.	<input checked="" type="checkbox"/> Check if project performed with current firm	2019

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>LOGAN FASANELLA</b>	13. ROLE IN THIS CONTRACT <b>SENIOR INSPECTOR</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>8</b>	b. WITH CURRENT FIRM <b>8</b>

15. FIRM NAME AND LOCATION (City and State)  

**R.J. BEHAR & COMPANY, INC.**  
 6861 SW 196<sup>th</sup> Avenue, Suite 302  
 Pembroke Pines, FL 33332

16. EDUCATION (Degree and Specialization)  
 A.A. Culinary, Art Institute of Tampa, Tampa, Florida

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)  
 TIN #: F254533883350

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
 Advanced Maintenance of Traffic, Earthwork Level I & II, Asphalt Paving Level I & II, ACI Concrete Field Inspector I, ACI Concrete Transportation Construction Inspector II, ACI Concrete Field Testing Technician, Final Estimates I & II, FDOT Concrete Field Technician Level 1, Pile Driving, Drilled Shaft, QC Manager, PTI Grouting Technician I, PTI Post Tensioning Technician, IMSA Traffic Signal Inspector, IMSA Traffic Signal Technician Level I, Stormwater Erosion Sedimentation Control Inspector, Hazmat/Nuclear Radiation, FDOT MSE Walls Certification, FDOT Critical Structures, CSX Railroad Worker Protection, FDOT MAC Training


**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) Civil Engineering Reviews, Broward County, Florida – City of Pembroke Pines	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Senior Inspector responsible for the construction inspection of miscellaneous services for pavement marking and signing, concentrating on poor reflectivity readings, lane lines; Edge lines, stop bar, and turn arrows showing similar conditions of poor/inconsistent bead coverage. <i>Costs/Fees Paid: \$85,000 yearly Construction Costs: Vary per project</i>		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	(1) TITLE AND LOCATION (City and State) Lyons Neighborhood Improvement Project, Broward County, Florida – City of Pompano Beach	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Senior Inspector for the sanitary sewer lines including the relocation of the sewers to the street's right-of-way with new lateral services. The project also includes design of water line relocations in areas where there are conflicts with other improvements. All streets will be reconstructed, with new pavement markings, and completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for new outfalls. He is providing full-time on-site construction inspection services, attending meetings, reviewing pay applications, approving submittal reviews, coordinating construction material testing services, being a public liaison, performing document control and providing record drawings. <i>Cost/Fees Paid: \$327,700; Construction Cost: \$17,760,000</i>		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	(1) TITLE AND LOCATION (City and State) Nova Drive CEI Services, Broward County, Florida – Town of Davie	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2020
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Senior Inspector responsible for overseeing the MOT schemes and devices in work zones; monitoring the Contractor's work and assuring that the Contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project; reviewing and monitoring compliance with drawings, contract documents, and technical specifications; maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant Project changes; interpreting plans, specifications, and construction contract provisions; and maintaining an adequate level of surveillance of the Contractor's activities. <i>Project Length: 1.29 miles; Project #: B-17-151; Cost/Fees Paid: \$496,280; Construction Cost: \$6,425,430</i>		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	(1) TITLE AND LOCATION (City and State) Downtown Mobility Network CEI Services Department of Transportation & Public Works, Miami-Dade County, Florida – Miami-Dade DPTW	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2020
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Senior Inspector responsible for overseeing the maintenance of traffic; monitoring the Contractor's work and assuring that the Contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project; reviewing and monitoring compliance with drawings, contract documents, and technical specifications; maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant project changes; interpreting plans, specifications, and construction contract provisions; and maintaining an adequate level of surveillance of the Contractor's activities. <i>\$2,000,000</i>		<input checked="" type="checkbox"/> Check if project performed with current firm
e.	(1) TITLE AND LOCATION (City and State) Davie Road Phase II Local Agency Program (LAP) CEI Services, Town of Davie/Florida Department of Transportation (FDOT), District 4/Broward County	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2018
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Senior Inspector who performed daily inspections, produced weekly reports, monitored the contractor's pay items, attended progress meetings, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, and conducted the material sample reviews. <i>Cost/Fees Paid: \$297,438.25 - Construction Cost: \$2,433,873.04 Project Length: 0.89 miles.</i>		<input checked="" type="checkbox"/> Check if project performed with current firm

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person)

12. NAME  <b>RENZO SOOKDEW-SING</b>	13. ROLE IN THIS CONTRACT  <b>INSPECTOR AIDE</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>2</b>	b. WITH CURRENT FIRM <b>2</b>

15. FIRM NAME AND LOCATION (City and State)

 **R.J. BEHAR & COMPANY, INC.**  
6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, FL 33332

16. EDUCATION (Degree and Specialization)

B.S. Construction Management, Florida International University,  
12/2021

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Certifications include Earthwork I & II, Asphalt Paving Level I, MOT/TTC Advanced, Nuclear Gauge/Hazmat, Critical Structures, MSE Walls **TIN#**: S232721974140

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>a.</b> (1) TITLE AND LOCATION (City and State) Citywide Speed Reduction Signage CEI, Miami-Dade County, Florida – City of Miami		Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector-Aid who performs monitoring of the signage installation on the locations provided; performed daily monitoring of compliance with General Sign Installation Layout; prepares and submits daily reports including progress photos and logs the information into Trimble GIS location for the installed signs. The scope of work includes the replacement of 2066 Speed Signage from 35 MPH to 25 MPH as part of the City of Miami Speed Reduction Signage Program. The construction will be performed by two simultaneous contractors for District 1, 2, 3, 4, and 5 throughout the City. <i>Cost/Fees Paid: \$143,544.40 Construction Cost: Project #: B-183615.04/B-183615.05</i>		
<b>b.</b> (1) TITLE AND LOCATION (City and State) Lyons Neighborhood Improvement Project, Broward County, Florida – City of Pompano Beach		Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector Aide assisting with the sanitary sewer lines including the relocation of the sewers to the street's right-of-way with new lateral services. The project also includes design of water line relocations in areas where there are conflicts with other improvements. All streets will be reconstructed, with new pavement markings, and completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for new outfalls. He is assisting with on-site construction inspection services, assisting with construction material testing services, performs daily reports ensuring the contractor constructs the project according to the plans and specifications. <i>Cost/Fees Paid: \$327,700; Construction Cost: \$17,760,000</i>		
<b>c.</b> (1) TITLE AND LOCATION (City and State) NW South River Drive (121W-116W) CEI Services, Miami-Dade County, Florida – Town of Medley		Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector Aide who assisted with the initial start of the project. He was responsible for creating daily reports. The project consists of roadway and drainage improvements including, but not limited to, the construction of a new drainage system with exfiltration trench, pipe culverts within an outfall the C-6 canal. The installation of concrete curb and gutter, curb inlets, manholes, valley gutter, guardrail, asphalt, signing and pavements markings including installation of bike lanes on both sides of roadway. <i>Cost/Fees Paid: \$264,670 Construction Cost: \$2,176,672</i>		
<b>d.</b> (1) TITLE AND LOCATION (City and State) Dillman Trail from Forest Hill Boulevard to Dillman Road – Palm Beach County, Florida – City of Greenacres/FDOT), District 4		Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector who is performing observations of the daily work by the contractor and ensuring it corresponds to the plans. He is writing daily reports and performing material testing. This project includes clearing and grubbing and tree removal for the construction of a proposed pathway between Forest Hill Boulevard and Dillman Road. Construction of a 12' wide meandering asphalt pathway and adjacent proposed 12' wide swale, including the construction of an irrigation pump system, electrical service for the system, installation of irrigation, landscaping, and sod installation. <i>Cost/Fees Paid: \$139,573 Construction Cost: \$747,924</i>		

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

01

21. TITLE AND LOCATION *(City and State)*

**LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT  
 CITY OF POMPANO BEACH, FLORIDA**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Pompano Beach  
 Engineering Division  
 1201 NE 5<sup>th</sup> Avenue  
 Pompano Beach, FL 33060

b. POINT OF CONTACT NAME

Mathew Kudrna, PMP  
 Engineering Project Manager II

c. POINT OF CONTACT TELEPHONE NUMBER

Tel: 954-786-4023  
 Email: [Matthew.Kudrna@copbfl.com](mailto:Matthew.Kudrna@copbfl.com)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Lyons Park Neighborhood is located west of South Cypress Road, north of McNab Road, east of South Flagler Avenue and south of Southwest 8<sup>th</sup> Street. The area is served by an existing stormwater collection system. The existing stormwater management system consists of four independent systems, which discharge to systems outside of the neighborhood. The ultimate outfalls are located to the south of West McNab Road and to the east of South Cypress Road. The project area suffers from flooding problems as documented in the City Stormwater Master Plan (SWMP). This project objective is to improve the drainage systems within the project area.



The sanitary sewer lines within the Lyons Park Neighborhood are located in the rear yard easements of the properties/homes. This project includes the design for the relocation of the sewers to the street's right-of-way and new lateral services. The project also includes design of water line relocations in areas where there are conflicts with other improvements.



As part of the project all the streets will be reconstructed, with new pavement markings, and completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for new outfalls.



**RJ Behar** designed the improvements and during construction is providing full-time on-site construction inspection services, approving submittal reviews, coordinating construction material testing services, attending construction meetings, performing public involvement, providing daily reports, document control and will provide record drawings.

Project Started: 7/2021; Project Completed: Ongoing; Cost/Fees Paid: \$327,700.00; Construction Cost: \$17,760,000; Change Orders: None; Time Extensions: None; Contract: Lump Sum.

Key Personnel:

Juan H. Vazquez, PE, PH, BCCE – Principal in Charge; Hans Murzi, PE – Project Manager; Nestor Santana, PE – Construction Manager; Stacey Sookdew-Sing – Project Administrator; Logan Fasanella – Senior Inspector; Renzo Sookdew-Sing – Inspector Aide

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	<b>R.J. BEHAR &amp; COMPANY, INC.</b>	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	Engineering During Construction, Construction Management Services, and Inspection

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

**20. EXAMPLE PROJECT KEY NUMBER**  
**02**

<b>21. TITLE AND LOCATION (City and State)</b> <b>NOVA DRIVE CONSTRUCTION ENGINEERING INSPECTION TOWN OF DAVIE</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b>	<b>CONSTRUCTION (If applicable)</b> <b>2021</b>

<b>23. PROJECT OWNER'S INFORMATION</b>		
<b>a. PROJECT OWNER</b> Town of Davie 6591 Orange Drive Davie, Florida 33330	<b>b. POINT OF CONTACT NAME</b> Mr. Jonathan Vogt, PE Town Engineer	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> Tel: 954-797-1137 Email: jonathan_vogt@davie-fl.gov

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

**RJ Behar** was contracted by the Town of Davie to provide the CEI services required for project management, contract administration, and inspection for the Nova Drive Roadway Improvements Project. **RJ Behar** performed all services necessary to properly coordinate the activities of all parties involved in completing the Project, which includes maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant Project changes; interpreting plans, specifications, and construction contract provisions; making recommendations to the Town to resolve disputes; and maintaining an adequate level of surveillance of the Contractor's activities.

The project is located within the Town of Davie, in Broward County and is approximately 1.29 miles in length along Nova Drive, from Davie Road to SW 76<sup>th</sup> Avenue/Kirkland Road. The scope of work included but was not limited to widening the existing multilane road to a four-lane divided section, including designated bike lanes, new drainage systems, new sidewalks, curb & gutters and pedestrian ramps, roadway lighting, landscaping with irrigation, new signalization, and new pavement markings and signage.

Coordination with FP&L for transformers being installed, water main deflections were created to place drainage structures (35); pipe bursting was performed on the old existing water mains followed by earthwork restoration; and directional bore was performed for irrigation, signalization, and lighting.

Project Started: 10/2017; Project Completed: 1/2021; Cost/Fees Paid: \$496,280; Construction Cost: \$6,425,430

- CHANGE ORDERS: 4**
1. Reduction of Light Poles
  2. Asphalt Overbuild
  3. Pipe Bursting
  4. Revised Turning Lanes

**TIME EXTENSIONS:** Multiple Time extensions due to unforeseen utility elevations; delays with FP&L and permitting, and COVID-19

**Key Personnel:**

Robert J. Behar, PE - Principal in Charge; Nestor Santana, PE – Senior Project Engineer; Logan Fasanella – Senior Inspector; Alejandro Medina – Senior Inspector; Zugeil Velez – Contract Compliance Specialist.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	<b>(1) FIRM NAME</b>	<b>(2) FIRM LOCATION</b>	<b>(3) ROLE</b>
a.	<b>R.J. BEHAR &amp; COMPANY, INC.</b>	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	Construction Management, Construction Engineering and Inspection

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

**20. EXAMPLE PROJECT KEY NUMBER**

**03**

**21. TITLE AND LOCATION (City and State)**

**PIPELINE CONSTRUCTION INSPECTION SERVICES  
MIAMI-DADE COUNTY, FLORIDA**

**22. YEAR COMPLETED**

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) <b>2017</b>
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**23. PROJECT OWNER'S INFORMATION**

**a. PROJECT OWNER**

Miami-Dade Water & Sewer Department  
3071 SW 38th Avenue, Suite 152  
Miami, Florida 33146

**b. POINT OF CONTACT NAME**

Hallett Stiles - Project Manager

**c. POINT OF CONTACT TELEPHONE NUMBER**

Tel: (786) 268-5365  
E-mail: Hallett.Stiles@miamidade.gov

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

**RJ Behar** was contracted to provide consulting inspection services identified below related to multiple improvement projects situated within Miami-Dade County.

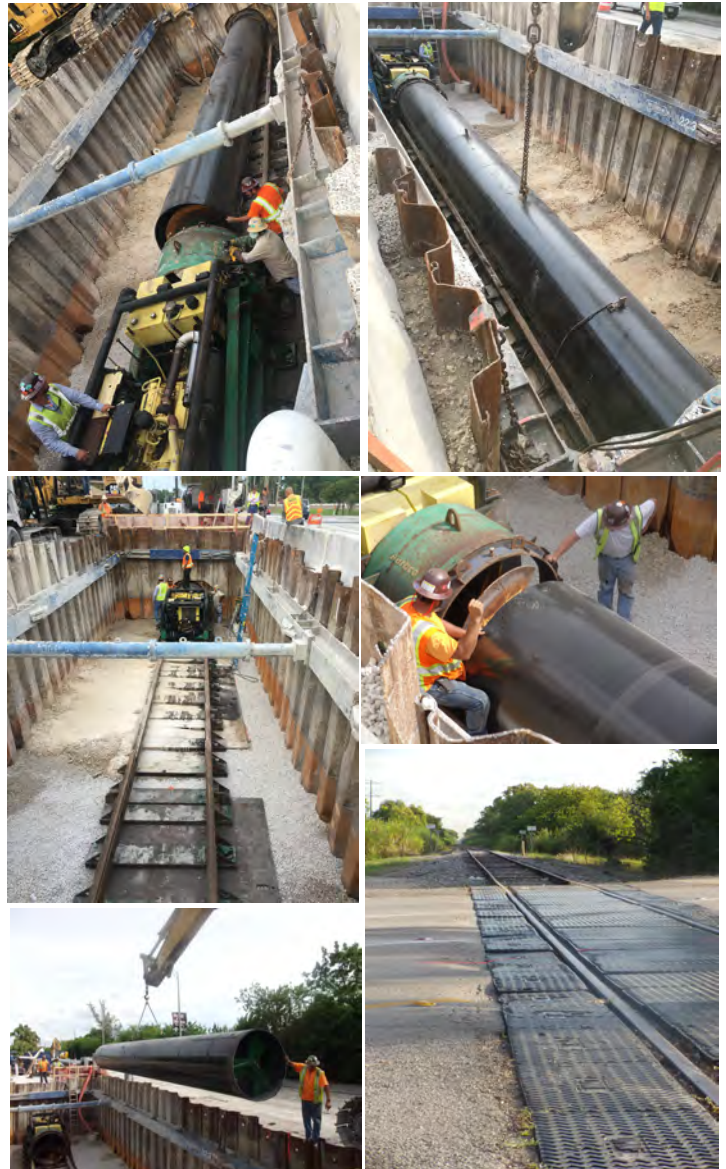
Services included the following:

- Contractor Monitoring
- Problem Resolution
- Quantity Verification
- Traffic Control
- Maintaining both a detailed electronic and hard copy diary project journal
- Attending Project Meetings
- Record Drawing Review
- Developing a Progressive List of Items
- Requiring Correction
- Notification of Accident Damage/Injury
- Conducting Substantial Completion Inspection

Project Started: 5/27/2016  
Project Completed: 12/2017  
Cost/Fees Paid: \$35,000  
Construction Cost: N/A  
Project No.: WS-S-245

Key Personnel:

Robert J. Behar, PE - Principal in Charge  
Juan H. Vazquez, PE, PH, BCEE – Project Manager  
Sugeily Paxot – Inspector  
Enrique Leiva – Inspector



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. <b>R.J. BEHAR &amp; COMPANY, INC.</b>	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	Construction Inspection Services

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

04

21. TITLE AND LOCATION *(City and State)*

**SAGA BAY 1.2 SUB-BASIN CONSTRUCTION INSPECTION  
 TOWN OF CUTLER BAY, FLORIDA**

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2019
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23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Town of Cutler Bay  
 Department of Public Works  
 10720 Caribbean Blvd., Suite 105  
 Cutler Bay, FL 33189

b. POINT OF CONTACT NAME

Alfredo Quintero – Public Works Director  
  
 Mr. Yenier Vega, CFM, CGC  
 Stormwater Utility Manager

c. POINT OF CONTACT TELEPHONE NUMBER

Tel: 305-234-4262  
 Email: [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)  
 Tel: (305) 234-4262  
 Fax: (305) 234-4251

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**RJ Behar** was contracted to perform construction engineering inspection services for Saga Bay Basin 1.2. Saga Bay 1.2 sub-basin is located north of SW 198<sup>th</sup> Terrace, south of SW 196<sup>th</sup> Street, east of SW 81<sup>st</sup> Court and west of SW 78<sup>th</sup> Avenue. This project was a part of a capital improvement program to improve the stormwater management system and treat runoff pollutants within this sub-basin.

As part of the CEI inspection duties, **RJ Behar** performed daily inspections, produced daily reports, monitored contractor pay items, held progress meetings, prepared the meeting agendas and minutes, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews, per NPDES requirements, processed change orders and performed final closeout.

The proposed improvements were connected to an existing outfall (existing 42" pipe located on SW 82<sup>nd</sup> Avenue) discharging into the Saga Lake Park. There were 400 LF of new 24" French drain installed to alleviate the flooding in the area, a new control structure with a weir was constructed to retain the runoff to be treated by the French drain prior to discharging into the lake. Some of the existing catch basins were replaced to provide sediment traps (sumps) and pollution retardant baffles to protect the French Drains. Concrete aprons were installed around each Catch Basin and around the existing catch basins. The scope also included milling, resurfacing, pavement markings and upgraded ADA ramps.



Project Start: 6/25/2018; Project Complete: 4/15/2019; Cost/Fees Paid: \$62,394; Construction Cost: \$494,300

Key Personnel:

Robert J. Behar, PE - Principal in Charge; David Romano, PE – Senior Project Engineer; Stacy Sookdew-Sing – Project Administrator; Michael Owensby – Senior Inspector; Zugeil Velez – Administrative Assistant.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. <b>R.J. BEHAR &amp; COMPANY, INC.</b>	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	Construction Engineering Inspection



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
 (Present as many projects as requested by the agency, or 10 projects, if not specified.  
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

05

21. TITLE AND LOCATION (*City and State*)

**DAVIE ROAD PHASE II - LOCAL AGENCY PROGRAM (LAP) CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES, TOWN OF DAVIE, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (*If applicable*)

2019

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Town of Davie  
 6591 Orange Drive  
 Davie, Florida 33314

b. POINT OF CONTACT NAME

Mr. Jonathan Vogt, PE  
 Town Engineer

c. POINT OF CONTACT TELEPHONE NUMBER

Tel: 954-797-1137  
 Email: [jonathan.vogt@davie-fl.gov](mailto:jonathan.vogt@davie-fl.gov)

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** (*Include scope, size, and cost*)

The limits of the project begin from SW 39<sup>th</sup> Street to Nova Drive, with a project length of approximately 0.89 miles, and a posted speed of 40 MPH along the entire Davie Road project corridor. The project corridor is within the South Florida Educational Center (SFEC), and consists of a conglomerate of educational institutions, including Broward College, Nova Southeastern University, Florida Atlantic University, University of Florida, and McFatter Technical Center.

The scope of the project included the construction of a new landscape median dividing the NB and SB traffic movements, demolition work consisting of concrete and pavement removal as indicated in the plans, curb and paver removal; the addition of 4-FT bicycle lanes on both sides of Davie Road, milling & resurfacing, overbuild, widening the existing sidewalks from 5-FT to 8-FT, minor drainage modifications and connections, new roadway lighting, a new bus shelter, signalization upgrades at SW 39<sup>th</sup> Street and SW 37<sup>th</sup> Street – which includes new mast arms, video detection, pedestrian detectors, school zone flashers, overhead mounted sign panels, and internally illuminated guide signs, roadway signing, and pavement markings.

RJ Behar was responsible for reviewing and submitting daily work reports to the FDOT, reviewing and processing the monthly payment applications, reviewing monthly CPM schedules, processing any change orders, scanning and uploading all project documentation into LAPIT, maintains and organizes contract documentation such as RFI's and shop drawings; reviewing and processing RFI's, preparing progress meeting agenda's and minutes, attending all FDOT project audits, preparing and completing the project documents upon closeout of the project, providing the agency with all project documents for FDOT reimbursement. The Resident Compliance Specialist's duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, and review and file certified payrolls. RJ Behar performed daily inspections, produced weekly reports, monitored the contractor's pay items, attended progress meetings, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, and conducted the material sample reviews.



Cost/Fees Paid: \$297,438.25 | Construction Cost: \$2,433,873.04 | Project Started: 2/017 | Project Complete: 2019

Key Personnel: Robert J. Behar, PE – Principal in Charge | David Romano, PE – Project Manager/Sr. Project Engineer | Stacy Sookdew-Sing – Project Administrator/Contract Support & Resident Compliance Specialist | Logan Fasanella – Inspector

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. R.J. BEHAR & COMPANY, INC.	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	Construction Engineering and Inspection Services.

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<b>20. EXAMPLE PROJECT KEY NUMBER</b>  <span style="font-size: 2em;">06</span>
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<b>21. TITLE AND LOCATION (City and State)</b> <b>W. 28<sup>th</sup> AVENUE SIDEWALK/GUARDRAIL IMPROVEMENTS</b> <b>CITY OF HIALEAH, FLORIDA</b>	<b>22. YEAR COMPLETED</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PROFESSIONAL SERVICES <b>2020</b></td> <td style="width:50%;">CONSTRUCTION (If applicable) <b>2021</b></td> </tr> </table>	PROFESSIONAL SERVICES <b>2020</b>	CONSTRUCTION (If applicable) <b>2021</b>
PROFESSIONAL SERVICES <b>2020</b>	CONSTRUCTION (If applicable) <b>2021</b>		

<b>23. PROJECT OWNER'S INFORMATION</b>
--

<b>a. PROJECT OWNER</b> City of Hialeah Public Works Director 5601 East 8th Avenue Hialeah, Florida 33013	<b>b. POINT OF CONTACT NAME</b> Mr. Jose Sanchez	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> Tel: (305) 687-2611 Fax: (305) 687-2632 E-mail: <a href="mailto:josanchez@hialeahfl.gov">josanchez@hialeahfl.gov</a>
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** (Include scope, size, and cost)

The City of Hialeah contracted R.J. Behar & Company, Inc. (RJ Behar) to provide construction engineering inspections services. This was a Federal Funded Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and the City of Hialeah.

The limits of the project were NW 87<sup>th</sup> Avenue/West 28<sup>th</sup> Avenue from West 52nd Street to West 80th Street with a project length of approximately 1.73 miles. The work included sidewalk and guardrail improvements, associated curb ramps, crosswalk pavement markings, and signage.

RJ Behar was responsible for providing CEI services, project coordination and communication among all parties involved, daily inspections and photographs, RFIs, Shop Drawings, Action Items, Change Orders, MOT Traffic control as per FDOT Standard for Road and Bridge Construction, and the Manual for Uniform Traffic Control Devices (MUTCD) 2009 latest edition (with revisions), and FDOT Standard Plans (102-600 index). Responsibilities included weekly reports, monitoring the contractor pay items, holding progress meetings, reviewing the EEO Submittals, reviewing the contractor and subcontractor's payrolls, July EEO reports, uploading project documents in FDOT Lap-It, carrying out the stormwater pollution prevention plan site reviews per NPDES requirements, and performing final closeout.



**PROJECT START:** 1/08/2020 **PROJECT COMPLETE:** 2/28/2021 **COST/FEES PAID:** \$39,960  
**CONSTRUCTION COST:** \$396,519.20 **CHANGE ORDERS:** 1= \$0.00 *Delay due to COVID-19*  
**TIME EXTENSIONS:** 7 Calendar days **FDOT FM#:** 427604-5-58-01 **PROJECT LENGTH:** 1.73 miles

Key Personnel:

Robert J. Behar, PE – Principal in Charge | Nestor Santana, PE - Senior Project Engineer | Zugeil Velez – Resident Compliance Specialist | Alejandro Medina - Senior Inspector

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>
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<b>a.</b>	<b>(1) FIRM NAME</b> <b>R.J. BEHAR &amp; COMPANY, INC.</b>	<b>(2) FIRM LOCATION</b> 6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	<b>(3) ROLE</b> Construction Engineering Inspection
<b>b.</b>	<b>(1) FIRM NAME</b>	<b>(2) FIRM LOCATION</b>	<b>(3) ROLE</b>

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
 (Present as many projects as requested by the agency, or 10 projects, if not specified.  
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

07

21. TITLE AND LOCATION (*City and State*)

**MANTA DRIVE CONSTRUCTION ENGINEERING INSPECTION  
 TOWN OF CUTLER BAY, FLORIDA**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
 2018

CONSTRUCTION (*If applicable*)  
 2019

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Town of Cutler Bay  
 10720 Caribbean Boulevard, Suite 105  
 Cutler Bay, FL 33189

b. POINT OF CONTACT NAME

Mr. Alfredo Quintero  
 Public Works Director

c. POINT OF CONTACT TELEPHONE NUMBER

Tel: 305-234-4262  
 Email: [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, and cost*)

R.J. Behar & Company, Inc. (RJ Behar) was contracted to perform construction engineering inspection services for Manta Drive. The project limits begin from Marlin Road to Old Cutler Road on Manta Drive. The scope of the work consists of storm drainage improvements (inlets, manholes, culverts, exfiltration trenches), the installation of 5 foot wide concrete sidewalks (with 4" and 6" thickness depending on location), driveway approaches, ADA crosswalks, continuous valley gutter, milling and resurfacing of the existing asphalt in the locations noted, site restoration, back of sidewalk harmonization and street tree plantings to increase canopy and promote pedestrian activity. Utilization of these services will require close coordination with the Town and Engineer.



As part of the CEI inspection duties, RJ Behar performed daily inspections, produced weekly reports, monitored contractor pay items, held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews, per NPDES requirements, conducted the material sample reviews and approval (LIMS), reviewed the EEO Submittals, reviewed the Contractor & Subcontractor's payrolls, uploaded project documents in FDOT Lap-It, and performed final closeout.

*Project Start: 1/18/2018 Project Complete: 1/20/2019 Cost/Fees Paid: \$66,802 Construction Cost: \$357,007.50*

Key Personnel:

Robert J. Behar, PE – Principal in Charge | David Romano, PE - Senior Project Engineer | Stacy Sookdew-Sing - Project Administrator, Contract Support Specialist | Zugeil Velez - Assistant Resident Compliance Specialist | Michael Owensby - Senior Inspector

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	<b>R.J. BEHAR &amp; COMPANY, INC.</b>	7850 NW 146 Street, Suite 504 Miami Lakes, Florida 33016	Construction Engineering Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<b>20. EXAMPLE PROJECT KEY NUMBER</b>  <span style="font-size: 2em;">08</span>
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<b>21. TITLE AND LOCATION (City and State)</b> <b>CITYWIDE PEDESTRIAN SAFETY PROJECT – CITY OF DANIA BEACH, FLORIDA</b>	<b>22. YEAR COMPLETED</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PROFESSIONAL SERVICES</td> <td style="width:50%;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td></td> <td style="text-align: center;"><b>2019</b></td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		<b>2019</b>
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)				
	<b>2019</b>				

<b>23. PROJECT OWNER'S INFORMATION</b>
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<b>a. PROJECT OWNER</b> City of Dania Beach Public Services Department 1201 Stirling Road Dania Beach, FL 33004	<b>b. POINT OF CONTACT NAME</b> Mr. Colin Donnelly CIP & Grants Administrator	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> Phone: 954-924-6808 x3618 Fax: 954-923-1109 E-mail: cdonnelly@daniabeachfl.gov
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<b>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</b>
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R.J. Behar & Company, Inc. (RJ Behar) provided Construction Engineering Inspection (CEI) services for the Citywide Pedestrian Safety Project. This project received Federal Highway Administration Funding via the Florida Department of Transportation (FDOT) LAP Program. The project was designated as an "Off the State Highway (Off-System) LAP Project".

In addition to inspection and coordination, RJ Behar coordinated with and provide FDOT with all the required information to ensure compliance with all LAP requirements.

As part of the CEI inspection duties, RJ Behar performed daily inspections, produced weekly reports, monitored the contractor pay items, held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews per NPDES requirements, conducted the material sample reviews and approvals in LIMS, reviewed the EEO submittals, reviewed the contractor & subcontractor's payrolls, uploaded project documents in FDOT Lap-It, and performed final closeout.



PROJECT START: 10/08/2019 PROJECT COMPLETE: 1/31/2021 COST/FEES PAID: \$90,887.20 CONSTRUCTION COST: \$459,199.40  
 TIME EXTENSIONS: COVID-19 Delay of two weeks Project FM No.: 438282-1-58-01

Key Personnel:

Robert J. Behar, PE – Principal in Charge | Nestor Santana, PE - Project Manager | Michael Owensby - Senior Inspector/P.A. Assistant | Logan Fasanella - Field Inspector | Zugeil Velez - Resident Compliance Specialist

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>
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	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	<b>R.J. BEHAR &amp; COMPANY, INC.</b>	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	Arial Narrow 12
b.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
 (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

09

21. TITLE AND LOCATION (*City and State*)

**CIVIL ENGINEERING REVIEWS  
 CITY OF PEMBROKE PINES, FLORIDA**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
**ONGOING**

CONSTRUCTION (*If applicable*)  
**ONGOING**

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

City of Pembroke Pines  
 13975 Pembroke Road  
 Pembroke Pines, Florida 33027

b. POINT OF CONTACT NAME

Mr. Karl Kennedy, PE  
 City Engineer

c. POINT OF CONTACT TELEPHONE NUMBER

Tel: (954) 518-9040  
 E-mail: [kkennedy@ppines.com](mailto:kkennedy@ppines.com)

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** (*Include scope, size, and cost*)

R.J. Behar & Company, Inc. (RJ Behar) is providing professional engineering services. These services include plans review and inspection services. The scope of project includes the following tasks:

1. Pavement Marking and Signing Plans:
  - Prepare a Summary of Quantities Sheet.
  - Prepare plan sheets for three intersection approaches.
  - Provide general notes and details.
2. Signalization Plans:
  - Prepare a Summary of Quantities Sheet.
  - Prepare general notes.
  - Prepare Plan Sheet.
  - Provide cost estimate.
  - Coordinate with Broward County Traffic Division.
3. Construction Inspection Miscellaneous Services for Pavement Marking and Signing:
  - a. Poor reflectivity readings.
  - b. Lane lines.
  - c. Edge lines, stop bar, and turn arrows showing similar conditions of poor/inconsistent bead coverage.



PROJECT START: 09/02/2020 PROJECT COMPLETE: Ongoing COST/FEES PAID: \$85,000 Yearly CONSTRUCTION COST: Not Applicable

Key Personnel:

Robert J. Behar, PE – Principal in Charge | Hans Murzi, PE – Project Manager | Elmer Cardenas, PE, CEI - Project Engineer | Logan Fasanella - Senior Inspector

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	<b>R.J. BEHAR &amp; COMPANY, INC.</b>	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	Arial Narrow 12
b.	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<b>20. EXAMPLE PROJECT KEY NUMBER</b>  <span style="font-size: 2em;">10</span>
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<b>21. TITLE AND LOCATION (City and State)</b> <b>CONTINUING PROFESSIONAL SERVICES</b> <b>CITY OF WEST PALM BEACH, FLORIDA</b>	<b>22. YEAR COMPLETED</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width:50%; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td></td> <td style="text-align: center;"><b>ONGOING</b></td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		<b>ONGOING</b>
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)				
	<b>ONGOING</b>				

<b>23. PROJECT OWNER'S INFORMATION</b>
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<b>a. PROJECT OWNER</b> City of West Palm Beach 401 Clematis St., 5th Floor West Palm Beach, Florida 33401	<b>b. POINT OF CONTACT NAME</b> Valerio Oricchio, PE, PTOE City Transportation Engineer Engineering Services Department	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> Tel: 561-494-1092 Email: <a href="mailto:voricchio@wpb.org">voricchio@wpb.org</a>
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<b>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</b>
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The City requested a proposal for a Project Administrator to assist with the Florida Department of Transportation (FDOT) Local Agency Program (LAP) closeout documents, which includes the preparation of various forms required by FDOT, which will facilitate achieving full reimbursement for the project.

*R.J. Behar & Company, Inc. (RJ Behar) is assisting the City's Project Manager with achieving compliance. The Project Administrator is performing the following tasks:*

- ✓ Reviewing all the project materials including compiling the "Close-out Documents" and the reimbursement documents as required per the LAP Agreement between the City and FDOT.
- ✓ Conducting a review of all delivery tickets to ensure they meet FDOT requirements, including FDOT financial project number, concrete mix design, etc. was approved and copies are in the project files.
- ✓ Reviewing the project files to ensure Daily Work Reports are on file for each contract day and that they are uploaded into GAP.
- ✓ Reviewing the previously paid monthly progress payments and verifying the documentation meets the requirements accurately.
- ✓ Reviewing project files for the FDOT Form 700-010-38, Monthly Certification Disbursement of Periodic Payment to Subcontractors.
- ✓ Reviewing project files FDOT Form 700-020-02, Monthly Construction Compliance with Specifications and Plans.
- ✓ Reviewing the project files for all Over and Under runs of each pay item and ensuring there is adequate documentation to support the quantities paid.
- ✓ Reviewing and verifying project files regarding Buy America Certification, and are on file and uploaded into GAP.
- ✓ Reviewing the contract time file and ensuring that all contract time was accounted for and meets the contractual requirements. If a time extension was justified and/or granted, all the back-up documentation is on file to grant the time including the concurrence with FDOT's LAP Office.
- ✓ Reviewing any major changes in the plans and any extra work was approved or concurs with FDOT LAP office including the City's extra work order.
- ✓ Reviewing the Final Payment Application and assisting the City in completing the final reconciliation change order reflecting the final quantities paid and placed per the As-builts.
- ✓ Reviewing the As-built plans to validate the current conditions of the project and final quantities paid to the contractor.
- ✓ Assisting the City Project Manager in compiling and completing the final reimbursement request to FDOT.



PROJECT START: 3/4/2022 PROJECT COMPLETE: Ongoing COST/FEES PAID: \$17,400 CONSTRUCTION COST: \$613,898

Key Personnel:

Robert J. Behar, PE – Principal in Charge | Stacy Sookdew-Sing - Project Administrator

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>
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a.	<b>(1) FIRM NAME</b> <b>R.J. BEHAR &amp; COMPANY, INC.</b>	<b>(2) FIRM LOCATION</b> 6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, FL 33332	<b>(3) ROLE</b> Arial Narrow 12
b.	<b>(1) FIRM NAME</b>	<b>(2) FIRM LOCATION</b>	<b>(3) ROLE</b>

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
Nestor Santana, PE	Senior Project Engineer, Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Robert Behar, PE	Principal in Charge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Stacey Sookdew-Sing	Project Administration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Zugeil Velez	Contract Support Specialist	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Logan Fasanella	Senior Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Renzo Sookdew-Sing	Inspector Aide	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Lyons Park Neighborhood Improvement Project, City of Pompano Beach, Florida	6	W. 28 <sup>th</sup> Avenue, City of Hialeah, Florida
2	Nova Drive Construction Engineering Inspection, Town of Davie, Florida	7	Manta Drive, Town of Cutler Bay
3	Pipeline Construction Inspection Services, Miami-Dade County, Florida	8	Citywide Safety Project, City of Dania Beach, Florida
4	Saga Bay 1.2 Sub-Basin Construction Inspection, Town of Cutler Bay, Florida	9	Civil Engineering Reviews City of Pembroke Pines, Florida
5	Davie Road Phase II, Town of Davie, Florida	10	Continuing Professional Services City of West Palm Beach, Florida

## H. ADDITIONAL INFORMATION

29. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

**RJ Behar** is certified by the Florida Department of Transportation (FDOT) in Construction Engineering Inspections (CEI) Services Category 10.1 and has provided services on a general construction management and engineering contract for the South Florida Water Management District (SFWMD) for over 19 years. We offer a full range of construction engineering services. These services range from providing CEI to providing on-call site engineering services for land development and municipal projects. Our proposed team members are all trained and pass all Certified Training Qualification Program (CTQP) with the FDOT. They are familiar with all the required contract provisions for construction contracts including all monitoring and reporting requirements, contract and project billing documentation. We provide both infrastructure inspection as well as building inspection services. Our construction management team includes licensed Threshold Inspectors.

The key to our success in providing contract administration services includes:

- *Proper interpretation of the construction bid documents,*
- *Maintaining detailed documentation throughout the construction,*
- *Documenting change orders and quantity revisions,*
- *Documenting changes in field conditions, and*
- *Being Responsive.*

**RJ Behar** has provided construction inspection services under a continuous basis contract to the Cities of Fort Lauderdale, Lauderdale Lakes, Coral Springs, Hialeah, Palm Beach County, and the South Florida Water Management District.

The projects have included:

- ❖ *NE 33<sup>rd</sup> Avenue Neighborhood Improvements, City of Fort Lauderdale*
- ❖ *Davie Road Improvements, Town of Davie*
- ❖ *C-4 Canal Restoration, SFWMD*
- ❖ *Safe Routes to School, City of Hollywood & Town Miami Lakes,*
- ❖ *Deering Estates Flow-Way, Palmetto Bay, SFWMD*
- ❖ *Inspection of the S-310 Lock Structure Rehabilitation, SFWMD*
- ❖ *Citywide Resurfacing Inspection, City of Coral Springs*
- ❖ *NW 43<sup>rd</sup> Avenue/City Hall Parking Lot, City of Lauderdale Lakes*
- ❖ *Super Wal-Mart Inspections, City of Lauderdale Lakes*
- ❖ *SR-5 and SR811 Pedestrian Bridge Replacement, FDOT*
- ❖ *Stormwater Implementation NW 29<sup>th</sup>, City of Doral*
- ❖ *S-151 Structure Replacement, SFWMD*
- ❖ *C-44 Reservoir and STA project, SFWMD*
- ❖ *Tobie Wilson Seawall, Town of Medley*
- ❖ *S-13 Pump Station Rehab, SFWMD*



### PARKS

**RJ Behar** has completed evaluations of structural systems at recreation facilities such as Playground & Recreational Facilities at Betti Stradling Memorial Park, and Boat Ramp at Riverside Park for the City of Coral Springs; Structural Inspection & Survey and Report Services at Charles Deering Chinese Bridge, and Structural Inspection & Survey Metro Zoo Monorail for Miami-Dade County. We also provided construction inspection services at Gilbert Samson Park for the City of Sunny Isles Beach, which included a lift station, playground area, and appurtenances.

### AIRPORTS

Some of our responsibilities have included observing the work in progress and completed work on a daily basis; reviewing the contractor's performance, project scheduling, payment applications; attending the preconstruction meetings as well as the weekly project progress meetings; logging verification of testing and inspection; coordinating project photos and video documentation; maintaining the project files; and finalizing the project closeout.





- ✓ Soffit Replacement and Terminal 4 Curbside Canopies Broward County Aviation Department/Fort Lauderdale Hollywood International Airport
- ✓ Flexible Canopy Replacement Fort Lauderdale-Hollywood International Airport CEI Resident Project Representative Services
- ✓ Fort Lauderdale/Hollywood International Airport Pedestrian Bridge
- ✓ Site Preparation NAVAIDS Infrastructure Fort Lauderdale Hollywood International Airport
- ✓ Canopy Replacement Fort Lauderdale-Hollywood International Airport Special Structural Inspection

### PUMP STATIONS

Our experience with pump stations includes both sanitary pump stations and stormwater pump stations. For the South Florida Water Management District (SFWMD), we have inspected more than 20 stormwater pump stations. These inspections included all the components including civil, structural, mechanical, and electrical systems. The inspection reports also included cost estimates of the necessary repairs. We have been involved in other pump station designs such as the I-95 Stormwater Pump Station for FDOT District 4, the FEMA mitigation stormwater pump station for the City of Hallandale Beach, the Bay Road stormwater pump station for the City of Miami Beach, the U.S. Army Corps of Engineers Pump Station 362 structural evaluation, and the City of Miami Riverview Pump Station New Generator Retrofit. Our examples of pump station inspections include:



- D-10 and D-11 Pump Stations, City of Fort Lauderdale
- UAZ Zone 303, Broward County Water & Wastewater
- S 332 Pump Station Hardening, SFWMD
- PS 200, City of Hialeah

**RJ Behar's** experience also includes the construction inspection and supervision of wetland and fill/dredge activities. We performed those services for the SFWMD at the Deering Estates Flow-way project, which included construction of a man-made wetland for educational purposes. We also inspected the Southern Crew Imperial River Restoration Phase 1 and 2. Restoration activities included regrading existing filled and agricultural areas, filling ditches, and removing berms in accordance with the proposed restoration plan. The completed project provided shallow foraging habitat in the freshwater marsh areas and gentle side slopes on the deep water depressions for tactile feeder wading birds, specifically the Wood Stork, white ibis, and roseate spoonbills. Additionally, the plan provided and maintained the existing Panther habitat. Existing Cypress areas remained, and exotic vegetation was removed.



### ENVIRONMENTAL

**RJ Behar's** services include environmental engineering, water resources and Stormwater planning and inspection. We can provide environmental reports, monitoring, assessments, design, construction documents, permitting, and construction administration on any environmental project. We are experienced in obtaining permits from agencies such as the Water Management Districts, Local Drainage Districts, Department of Environmental Protection, the Army Corps of Engineers, the FDOT, Health Department and numerous City and County agencies throughout South Florida.



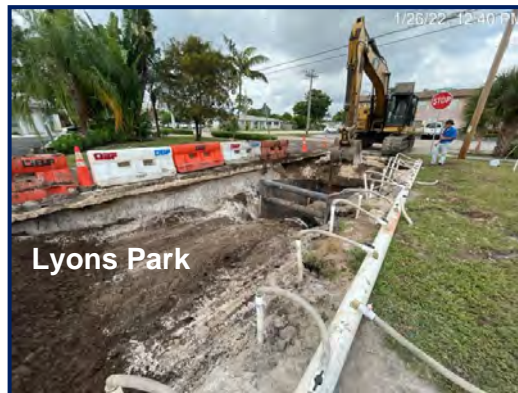
**RJ Behar** was responsible for the Construction Phase Services for the Terminal 4 Apron Expansion Project at the Fort Lauderdale-Hollywood International Airport. A contaminated area was identified in the project at the South Terminal site. The contamination included free floating product (FFP), soil contamination, and groundwater contamination. The contamination was based on exceedance of soil and Groundwater Cleanup Target Levels included in Chapter 62-777 of Florida Administrative Code. The area was delineated based on the results of a site assessment that was approved by Broward County Environmental Protection and Growth Management Division who prepared and approved a remediation plan. The goal of the remediation plan was to remove the FFP, remove impacted soils and groundwater to meet the soil and groundwater target levels described in Chapter 62-777 of the FAC. The work included removal of contaminated soils following

the project specifications, removal of the floating product using skimmers and installation of an air sparging system. **RJ Behar** provided daily inspections and monitored the construction operations and reporting. The reports included reporting on site conditions, progress of the work, whether conditions, smell, and visual observations. We also coordinated with the Engineer of Record, Construction manager and testing company.

## WATER & SEWER

In the area of water distribution and wastewater collection, we have extensive expertise. We provided general engineering services on a contract for the Broward County Water and Wastewater Services Department and we participated in the Waterworks Program for the City of Fort Lauderdale. On these contracts, **RJ Behar** performed the design of water distribution systems, conversion of septic tank neighborhoods to wastewater collection systems, new pump station design, rehabilitation of existing lift stations, electrical and mechanical evaluations, preparation of Basis of Design Reports (BODR), review of master planning documents, evaluation of sites for communication towers, hydraulic analyses and calculations, along with construction administration and inspection services.

For the City of Pompano Beach, the sanitary sewer lines within the Lyons Park Neighborhood are in the rear yard easements of the properties/homes. This project included the design and construction inspection for the relocation of the sewers to the street's right-of-way and new lateral services. The project also included design of water line relocations in areas where there are conflicts with other improvements. As part of the project, all the streets are being reconstructed with new pavement markings, a completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for the new outfalls. **RJ Behar** designed the improvements and is providing full-time on-site construction inspection services, approval of submittal reviews, coordinating construction material testing services, public involvement, document control and providing record drawings during construction.



## STRUCTURAL

Our in-house structural design and inspection capabilities enable us to provide full service for our clients. Our structural capabilities include: *Bridge Design (minor and major bridges; new bridges and widening), bridge repairs and complete rehabilitation (minor, major and bascule bridges), bridge inspections (minor, major and bascule bridges), box culvert and special drainage structure designs, mast arm design for traffic signals, retaining wall systems, seawalls, overhead sign structures, water control structures, recreational structures, pedestrian bridges, pump stations, retaining walls (permanent and temporary), fender systems and buildings.* We have certified bridge inspectors on staff. **RJ Behar** performed structural inspections for over 123 South Florida Water Management District water control structures over a three-year period.

**RJ Behar's** staff includes Threshold Inspectors, who are unique because unlike a building official, the threshold inspector is a private citizen. He is a certified, licensed, or registered engineer or architect whose sole focus is structural integrity. During construction, he inspects the structural components of all buildings meeting the following thresholds: 1) over three stories or 50 feet in height; or 2) an assembly occupancy exceeding 5,000 square feet and an occupant content greater than 500 persons. In other words, if the building is tall or holds a lot of people, the threshold inspector must inspect its structural elements during construction. Before a building official issues a certificate of occupancy, the threshold inspector must submit a signed and sealed statement that all structural, load-bearing components comply with the permitted construction documents. The intent was to increase the safety of structural components, the failure of which could spell disaster to persons and property.

The **Seawall Design at Tobie Wilson Park** for the **Town of Medley** services included field reviews, structural design, plans preparation, bidding assistance, ROW and ERP permitting with SFWMD, USACOE permitting, estimates of probable costs, technical specifications, and construction engineering inspection. **RJ Behar** also assisted with the grant preparation. As part of the CEI, we attended the preconstruction meetings, monitored the contractor, resolved issues in the field, reviewed contractor pay applications, reviewed the TTCP, kept accurate records of the contractors work and quantities, attended project field meetings, photo documented all work in progress, assembled a punch list, documented any property damage performed by the contractor and reported it to the Town, tracked changes from initiation through completion, performed project closeout, conducted substantial completion and then final completion.

**RJ Behar** has provided services to Palm Beach County (PBC) under a Structural Annual Contract for the past 16 years. **Mr. Jerry Piccolo, PE**, Senior Structural Engineer, has made many very useful review comments on these projects and has effectively coordinated with PBC and the design firms. We have provided cost effective plans for these small projects using photos with comments and sketches. **RJ Behar** also provided important construction inspections at Calypso Bay.



Sample Projects include:

- SE 15 Avenue Bridges, City of Fort Lauderdale
- Arch Creek Bike Path and Pedestrian Bridge Replacement, City of North Miami

- S-20 Wing Walls, SFWMD
- Metro Zoo Monorail Inspection, Miami-Dade County Parks & Recreation
- Betti Stradling Memorial Park Playground & Recreational Facilities



**ELECTRICAL & MECHANICAL**

**RJ Behar** has also developed expertise in electrical and mechanical systems. Our team has the capabilities to design high voltage power distribution, and electrical design for commercial, residential facilities, as well as lighting systems. We can also perform inspection of existing facilities and assist with projects during construction. In the area of mechanical design, we have experience with pump stations, ventilation systems, water control gates and joisting systems.

**BUILDING SERVICES**

For the City of Lauderdale Lakes, **RJ Behar** provided the owner representative services for the Library and Community Center. The services included coordination with the design consultants, the construction contractor, county agencies, city building department and the area developer to secure all required permits; review and approval of payment applications; maintaining and accurately monitoring correspondence, submittals, RFI's, subcontractor bids, Notices to Owner, etc.

For over 21 years, **RJ Behar** has provided engineering consultant services to the City of Hialeah. The experience has included construction management services on the projects listed below:

- ❖ *Annexation Area Pump Station No 200*
- ❖ *33 Unit Elderly Housing Building, City of Hialeah*
- ❖ *Super Wal-Mart Inspections, City of Lauderdale Lakes*
- ❖ *Numerous roadway projects, over 50 miles throughout the City.*

For Broward County Aviation Department, **RJ Behar** has provided Construction Management Services on structures and projects designed both for meeting Florida Building Code and Broward County Minimum Standards

**ROADWAY/HIGHWAY CONSTRUCTION**

**RJ Behar's CEI Team** is driven by a strong passion for success and we take pride in delivering a superior quality roadway project. **RJ Behar** has served as prime consultant on many milling and resurfacing, safe routes to school (SRTS), roadway widening, reconstruction, intersection, and mobility improvement projects. Our team has successfully performed on numerous urbanized projects and worked very closely and harmoniously with residential communities (multi and single-family), HOAs, Business Owners, Retail Commercial Plazas/Centers; all with the objective to minimize impacts, address concerns, communicate and inform of upcoming work schedules/activities, and deliver a high-quality project that the stakeholders can feel was worth the marginal inconvenience they had to endure during the construction of the project. We are completely familiar with the "Complete Streets" concepts being incorporated into projects. These elements are designed and operated to enable safe access/travel for all users and include pedestrian infrastructure improvements. **RJ Behar** has performed CEI services on numerous Safe Routes to School Projects. Some of our projects have included:

- *Wiles Road, Broward County Engineering*
- *Pine Island Road, Broward County Engineering*
- *Nova Drive, Town of Davie*
- *Davie Road Phase II, Town of Davie*
- *Grove Park Roadway Improvements, City of Miami*
- *Manta Drive, Town of Cutler Bay*

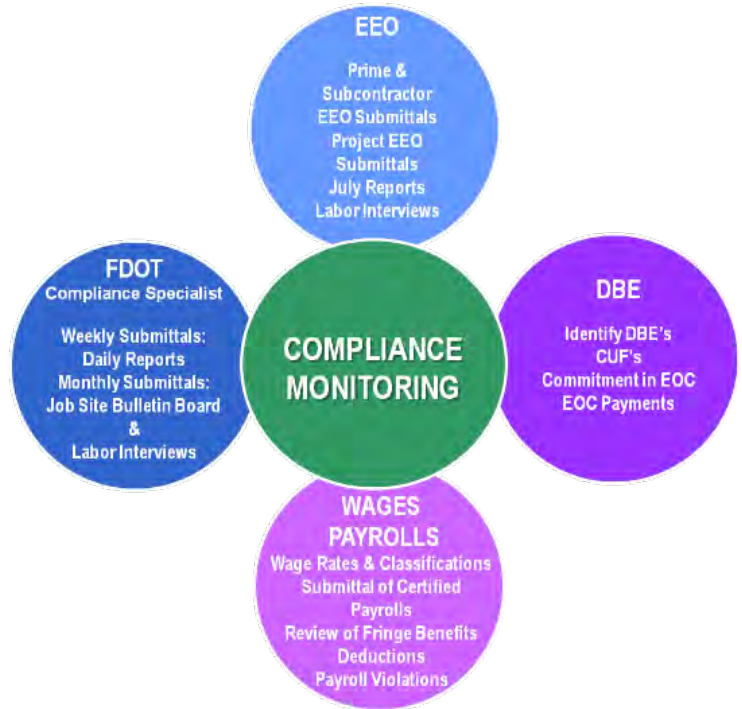
**LANDSCAPE ARCHITECTURE**



RJ Behar's roadway experience almost always involves some form of landscape architecture. The work includes tree and shrub removal, tree relocations, new landscape plantings of trees and ground cover, existing irrigation repair, and new irrigation installation throughout. RJ Behar was selected by the City of Tamarac to perform construction engineering inspection services for a landscape median project. The project consisted of landscape enhancements within the existing medians along Commercial Boulevard, between University Drive and Prospect Road for a total length of 5.0 miles.

**FEDERALLY FUNDED PROJECTS**

During the last twelve years, RJ Behar has successfully completed 92 federally funded projects administered by the Federal Highway Administration (FHWA) and the FDOT including Local Agency Program (LAP) and Federal American Recovery and Reinvestment Act (ARRA)/Florida Recovery, Broward County Surtax, and the American Rescue Plan Act (ARPA). Our proposed team members are familiar with all the required contract provisions for federal-aid construction contracts, including all monitoring and reporting requirements, contract and project billing documentation, and ensuring accurate and timely Local Agency reimbursement through FDOT. The team proposed for this contract possesses the experience under the LAP requirements to bring any project with federal funds to a successful completion. We feel that this experience allows us to integrate multiple disciplines together and streamline our project staffing needs such that several individuals may function in a variety of roles - complementing and supplementing one another, thereby allowing us to reduce the overall number of project personnel needed, while still effectively managing the needs of the project for the City, and thus offering an added value to reduce the overall number of project personnel needed, while still effectively managing the needs of the project for the City, and thus offering an added value of project savings to the City. A list of some of our LAP projects are below:



- ❖ *SE 15<sup>th</sup> Avenue Bridge Replacement LAP Project, City of Fort Lauderdale,*
- ❖ *Safe Routes to School Miami Lakes Elementary School, Village of Miami Lakes,*
- ❖ *Colbert Elementary School, City of Hollywood,*
- ❖ *Overhead School Zone Flashers, Palm Beach County,*
- ❖ *Citywide Pedestrian Safety LAP Project, City of Dania Beach,*
- ❖ *Bike Pedestrian Improvement LAP Project, Town of Cutler Bay,*
- ❖ *Miramar Parkway Streetscape SW 68<sup>th</sup> Avenue to SW 64<sup>th</sup> Avenue LAP Project, City of Miramar,*
- ❖ *North Miami Brick Pavers, City of North Miami.*

RJ Behar's Resident Compliance Specialists have specific FDOT Training to fulfill this position. They will ensure the goals of the anticipated Disadvantage Business Enterprise (DBE) statement are achieved per established Federal and State regulations, which necessitates monthly examining of payments to the prime contractor and/or subcontractors. They can assist the project engineer and project administrator by preparing and processing weekly reports, monthly progress reports, standard weather letters, Laboratory Information Management System (LIMS) data entries and monthly invoicing and uploading all documentation into the GAP program for FDOT.

Mr. Nestor Santana will be the Project Manager/Senior Project Engineer and sole point of contact for this contract. He has 27 years of experience in construction management from new construction and remedial projects of existing structures for the educational, pharmaceutical, sports and recreation, commercial sectors, roadway, and water/wastewater modernization programs. He has been responsible for the coordination, supervision, and inspection of a variety of public and private projects from budgeting to completion. He has been accountable for ensuring quality, safety, and maintaining schedules according to the specifications, reviewing contract plans/specifications covering all building construction and mechanical and electrical installations, and developing preliminary findings on specifications, estimates, and recommendations for contract change orders. He brings specific relevant experience in civil work projects related to construction of concrete, steel, pumping stations, spillways, culverts, bridges, as well as site preparation to find technical solutions under difficult soil, foundation, and climatic conditions. Mr. Santana is knowledgeable with E-Builder, Smart Sheet, Expedition, Blue Beam Revu and many other construction software programs.

RJ Behar's CEI Team can assist the City with any type of construction inspection project that could arise from this contract. We have the

staffing to run concurrent projects at once. As proficient and trained CEI Consultants, the **City of Miami Springs** can be confident that the **RJ Behar Team** will perform to the highest of standards and be proactive on all project aspects. Our experience has raised our awareness with respect to the following key project issues:

- Providing qualified and certified staffing for the project in a timely manner
- Ensuring adherence with all contract compliance requirements
- Performing effective MOT and project safety
- Ensuring safety and protection at the worksite
- Minimizing impacts to residents, businesses, and commuters
- Ensuring seamless integration between the City and all other stakeholders
- Establishing a material certification process at project start
- Delivering timely, accurate submittals of final estimates/close-out packages
- Ensuring the projects are completed on time and within budget
- Ensuring ADA compliance
- Ensuring Historic Preservation
- Permitting (SWPPP; NPDES, ROW Occupancy) requirements
- Adhering to our Quality Control/Quality Assurance Program
- Maintaining complete and accurate project records

**Water Main – City of Pembroke Pines**



**RJ Behar** has the capabilities to perform construction engineering inspection on major highway projects to minor utility projects that can arise on a moments notice. We performed construction inspection and management of an Emergency Water Main Repair for the City of Pembroke Pines, which included full construction management services for the emergency repair of a 16" PVC transmission water main that ruptured along Pines Boulevard east of 145<sup>th</sup> Avenue. The scope involved the replacement of 20 LF of a 16" PVC water main with 16" ductile iron pipe (DIP) restrained sleeve pipe, fire hydrant installation for flushing and testing, and backfill and compaction following FDOT specifications. The project also included the removal and replacement of two driveways, which connected a shopping center to Pines Boulevard, striping, and installation of American Disabilities Act (ADA) sidewalk ramps. The cost/fees paid were \$8,000.00 and the construction cost was approximately \$50,000. This project was executed as "Time and Materials," therefore a meticulous tracking of all contractor activities and final cost estimates was required. RJ Behar can also perform construction inspection and management of an extensive project, as we did for the FDOT on the Pines Boulevard and I-75 Interchange project. The cost/fees were \$1,592,490.03 and the construction cost was approximately \$11,200,000. For this project, RJ Behar (RJ Behar) provided construction engineering inspection and contract management services during construction including: Scheduling and attending meetings, Reviewing requests for information, requests for clarification, Serving as liaison between the Contractor and the County, Reviewing shop drawings, Monitoring schedules and dates, Verifying materials incorporated into the work, Verifying sampling, Preparing daily inspection reports, Monitoring compliance with maintenance of traffic plans, Reviewing and analyzing change orders and pay requests, Monitoring and observing the construction activities and procedures, and Project closeout. A "No-Excuse Bonus" \$250,000.00 and an "Incentive/Disincentive" contracting method were utilized as a means of promoting an earlier contract time completion. No job is too big or too small.

**RJ Behar** has had the privilege of working with the **City of Miami Springs** before and would like to continue our working relationship on this Request for Qualifications on the **Construction Engineering and Inspection Services Continuing Services Contract**. We have provided a project approach (section 5), based on **RJ Behar's** management procedures and quality assurance practices, which closely matches those required by the City. Based on our approach and current workload, we believe we have demonstrated our ability to successfully deliver high quality service throughout this contract.

**I. AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE


11/30/2022

33. NAME AND TITLE

**Robert J. Behar, PE – President/CEO**



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

	12. NAME <b>Angela L. Alba, PE</b>	13. ROLE ON THIS CONTRACT <b>Senior Geotechnical Engineer</b>	14. YEARS EXPERIENCE	
			a. Total <b>24</b>	b. With Current Firm <b>8</b>
15. FIRM NAME AND LOCATION (City and State) <b>AREHNA Engineering, Inc., Tampa, Florida</b>				
16. EDUCATION (Degree and Specialization) <b>Master of Science, Civil Engineering (Geotechnical) Massachusetts Institute of Technology, 1998</b>  <b>Bachelor of Science, Civil Engineering University of Puerto Rico, 1995</b>			17. CURRENT PROFESSIONAL REGISTRATION (State & Discipline) <b>Professional Engineer, Florida Registration No. 58538, 2002</b>	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
 Ms. Alba has provided geotechnical engineering services on numerous geotechnical explorations over the past 24 years, including serving as the Geotechnical Discipline Lead for the I-595 Corridor Improvement project in Broward County, Florida, which is the first Public-Private-Partnership (P3) project ever awarded by FDOT. Ms. Alba has been involved in the planning, analysis, execution, and review of geotechnical projects ranging from roadway and railways to complex roadway bridge and tunnel projects to commercial high-rise buildings, school projects, and other local municipality projects. Ms. Alba has performed evaluations for retaining walls, drainage structures, shallow foundations, driven piles, drilled shafts, augercast piles, micropiles, and pressure injected footings. Ms. Alba's experience has also included finite element analysis, slope stability evaluations, soil nail wall design, and evaluation of geosynthetics applications, and geotechnical ground improvement techniques.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
<b>A</b>	<b>District-Wide Geotechnical and Materials Testing</b> District Six, Miami-Dade County, Florida	PROFESSIONAL SERVICES 2019 – Ongoing	CONSTRUCTION (If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Geotechnical Engineer:</b> Ms. Alba serves as a Senior Geotechnical Engineer for this task-order contract. Scope of work has included pavement coring and geotechnical support of in-house design projects.		
<b>B</b>	<b>Continuing CEI and Design Services for Roadway and Traffic</b> Broward County, Florida	PROFESSIONAL SERVICES 2021 - Ongoing	CONSTRUCTION (If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager:</b> Ms. Alba provides geotechnical engineering and materials testing services for this design and roadway improvements continuing services contract. Projects consists of roadway improvements, bridge design and replacement, miscellaneous structures, traffic safety, signing, subarea/corridor planning, signalization and drainage systems.		
<b>C</b>	<b>Professional Services Continuing Services for Design Projects</b> Broward County, Florida	PROFESSIONAL SERVICES 2018 - Ongoing	CONSTRUCTION (If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal Engineer:</b> AREHNA has performed geotechnical explorations for a series of roadway improvements and pavement projects under this contract. Scope includes lane widening, intersection improvements, mast arm, drainage improvements, and milling/resurfacing throughout the district. Ms. Alba oversees field and drilling services, laboratory testing, engineering analysis and reporting, utility coordination, permitting and (MOT) maintenance of traffic.		
<b>D</b>	<b>District-Wide Design Minor Projects - Production Support (Contract Nos. CA982, CA055, C9011, C9Q84 &amp; C9T43),</b> District Four, Florida	PROFESSIONAL SERVICES 2018 - Ongoing	CONSTRUCTION (If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Geotechnical Engineer:</b> Task work orders associated with roadway improvements that include traffic safety, lighting structures, overhead sign structures, mast arm structures, and drainage structures.		
<b>E</b>	<b>County-Wide Continuing Engineering Services for Traffic, Roadway, and Civil Projects</b> Broward County, Florida	PROFESSIONAL SERVICES 2021 - Ongoing	CONSTRUCTION (If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Geotechnical Engineer:</b> Task order contract which include design, engineering, study, analysis and evaluation, implementation, construction and construction management of various projects.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

	12. NAME <b>Winston Orellana</b>	13. ROLE ON THIS CONTRACT <b>Senior Engineer Technician/Laboratory Manager</b>	14. YEARS EXPERIENCE	
			a. Total <b>20</b>	b. With Current Firm <b>4</b>
15. FIRM NAME AND LOCATION (City and State) <b>AREHNA Engineering, Inc., Coral Springs, Florida</b>				

16. EDUCATION (Degree and Specialization) <b>Vicente Rocafuerte University Ecuador, 1992</b>	17. CURRENT PROFESSIONAL REGISTRATION (State & Discipline) <b>N/A</b>
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
 Mr. Winston Orellana is a Senior Engineering Technician responsible for running soil compaction tests (Proctors) and assists in overseeing the production of the Proctors, LBR, and other soil laboratory procedures. Mr. Orellana's experience also includes Wash 200s, liquid limit, plastic limit, organic content, and pH of soils. He also verifies calculations run by other technicians and reports laboratory data. Mr. Orellana has had technical training and hands-on experience in concrete laboratories and is familiar with field testing, such as soil density using the nuclear gauge method, drive sleeve or sand cone, and concrete sampling, slump, air content, and cylinder forming. In addition, he performs maintenance and calibration of laboratory equipment.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>A</b>	<b>District-Wide Geotechnical and Materials Testing</b> District Six, Miami-Dade County, Florida	2019 - Ongoing	(If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Engineer Technician/Laboratory Manager:</b> Mr. Orellana coordinates field and laboratory testing for this task-order contract. Scope of work has included pavement coring and geotechnical support of in-house design projects.		
<b>B</b>	<b>Continuing CEI and Design Services for Roadway and Traffic</b> Broward County, Florida	2021 - Ongoing	(If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Engineer Technician/Laboratory Manager:</b> Mr. Orellana coordinates field and laboratory testing for this design and roadway improvements continuing services contract. Projects consists of roadway improvements, bridge design and replacement, miscellaneous structures, traffic safety, signing, subarea/corridor planning, signalization and drainage systems.		
<b>C</b>	<b>SR-820/Hollywood Blvd., at SR-9/ I-95 Interchange and South 28th Avenue</b> District Four, Hollywood, Florida	2018	(If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Engineer Technician/Laboratory Manager:</b> This RRR project includes widening of existing shoulders, sidewalk and shared use path improvements, and milling and resurfacing. Challenges include thick organic (Muck) layers. Mr. Orellana served as the Engineering Technician. Performed LBR testing, Atterberg limits, laboratory proctor testing, and maximum dry density and optimum moisture determination of soil samples.		
<b>D</b>	<b>CR-510/ 85th St. from CR-512 to West of 82nd Ave, (Off-Systems)</b> District Four, Indian River County, Florida	2018 - 2019	(If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Engineer Technician/Laboratory Manager:</b> This project consists of roadway widening of pavement to accommodate additional bicycle lanes in each direction, and bridge replacement of approximately 2.5 miles of CR-510. Mr. Orellana performed laboratory soil, pavement and concrete testing under this contract.		
<b>E</b>	<b>Broward Mobility Project - SW 56th Avenue from Pembroke Road to Stirling Road</b> Broward County, Florida	2018	(If applicable)
	((3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Senior Engineer Technician/Laboratory Manager: Senior Geotechnical Engineer:</b> Mr. Orellana oversees field and laboratory testing for this mobility project, which consists of constructing sidewalk and pavement widening for bicycle lanes to approximately 3.5 miles of SW 56th Avenue.		



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

20. EXAMPLE PROJECT KEY NUMBER

1

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION (City and State)

**District-Wide Geotechnical Engineering & Materials Testing Continuing Services Contract**  
District 6, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2019 - Ongoing

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

**Florida Department of Transportation**  
Client: Terracon Consultants, Inc.

b. POINT OF CONTACT NAME

Hugo E. Soto, PE

c. POINT OF CONTACT TELEPHONE NUMBER

305-820-1997

hugo.soto@terracon.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AREHNA provides geotechnical engineering & laboratory material verification testing under this District-Wide Contract. Tasks have supported a variety of projects, including geotechnical intersection and roadway improvements to geotechnical field testing for bridges and pavement cores to provide information for resurfacing projects that the Department has underway. Samples are brought to AREHNA by the FDOT's CEI Inspection staff to be processed and entered in the FDOT's MAC system. Testing has included soil property testing, including moisture content testing, Atterberg limits, gradation, direct shear testing, corrosion series testing, proctor testing and limerock bearing ratio (LBR) testing. Concrete cylinders are measured, cured and tested for compressive strength. Maintaining the quality and integrity of the data, timeliness of testing, accurate data entry and timeliness of testing, data entry and proper invoice tracking is critical to the success of the contract.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AREHNA Engineering, Inc.	Coral Springs, Florida	Subconsultant – Geotechnical Engineering & Materials Testing
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

20. EXAMPLE PROJECT KEY NUMBER  
2

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION *(City and State)*

**Continuing CEI and Design Services for Roadway and Traffic**  
Broward County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2021 - Ongoing

CONSTRUCTION *(If applicable)*

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

**Broward County Board of County Commissioners**  
Client: KCI Technologies, Inc.

b. POINT OF CONTACT NAME

Lisa Tamayo Smith, P.E.

c. POINT OF CONTACT TELEPHONE NUMBER

954.839.6724  
Lisa.Smith@kci.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AREHNA provides geotechnical engineering and materials testing services for this design and roadway improvements continuing services contract which consists of roadway improvements, bridge design and replacement, miscellaneous structures, traffic safety, signing, subarea/corridor planning, signalization and drainage systems.

**Projects include:**

Johnson Street at US-1/SR-5 Intersection Improvements: This project consists of widening the east approach to accommodate a new westbound to northbound right turn lane, milling and resurfacing, drainage improvements and new mast arm signals.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME AREHNA Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Coral Springs, Florida	(3) ROLE Subconsultant - Geotechnical
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION *(City and State)*

**Professional Services Continuing Services for Design Projects**  
FDOT District Four, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2018 - Ongoing

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

**Florida Department of Transportation**  
Client: WSP USA, Inc.

b. POINT OF CONTACT

Yamila Hernandez, PE

c. POINT OF CONTACT TELEPHONE NUMBER

305-514-3154  
yamila.hernandez@wsp.com

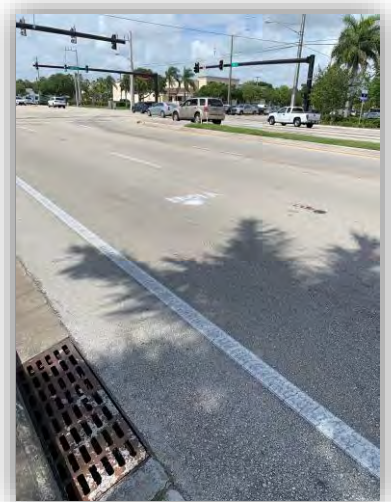
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AREHNA has performed geotechnical explorations for a series of roadway improvements and pavement projects under this task order contract.

The work includes lane widening, intersection improvements, mast arm, drainage improvements, and milling and resurfacing throughout the district. Geotechnical engineering services include drilling, laboratory testing, engineering analysis and reporting, utility coordination, permitting and (MOT) maintenance of traffic.

Projects in Broward County under this contract include:

- Cordova Rd from SE 17 Street/SR-A1A to SE 15 Street
- University Dr from NW 28th Street to N of SR-834/Sample Road
- SR-820/ Hollywood Blvd at SR-9/I-95 Interchange and South 28th Avenue
- Sample Rd/SR-834 from NE 3rd Avenue to US-1
- SR-805/Dixie Hwy from EB SR-802/Lake Ave to WB SR-802/Lucerne Avenue
- SR-848/Stirling Road at N 33rd Avenue/North Park Road
- SR-9/I-95 from S. of 10th Ave N. to SR-882/ Forest Hill Blvd.
- SW 64th Avenue from SW 35th St to Pembroke Road



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	AREHNA Engineering, Inc.	Coral Springs, Florida	Subconsultant - Geotechnical
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

### G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Angela Alba, PE	Senior Geotechnical Engineer	X	X	X							
Winston Orellana	Senior Engineering Technician	X	X	X							

### 29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	District-Wide Geotechnical Engineering & Materials Testing Continuing Services Contract FDOT District Six, Florida		
2	Continuing CEI and Design Services for Roadway and Traffic Broward County, Florida		
3	Professional Services Continuing Services for Design Projects FDOT District Four, Florida		
4			
5			

## H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

### GEOTECHNICAL ENGINEERING

AREHNA provides comprehensive site analyses and expertise in underground exploration and design. Geotechnical services commence with project planning and design and extend into construction.

#### Field Exploration

Thorough geotechnical exploration is fundamental to the planning of site development and design structures, utilities and roadways. AREHNA's highly qualified professionals are skilled in a wide variety of exploration techniques including Standard Penetration Testing, Cone Penetration Testing and Geophysical Surveys to characterize sites.

#### Drilling and Field Services

AREHNA has experienced, in-house drilling capabilities allowing us the flexibility to control the schedule and minimize costs. The following are field services typically performed:

- Soil Boring and Sampling
- Shallow Auger Boring
- Standard Penetration Test borings
- Hollow Stem Auger Borings
- Piezometer Installation
- Borehole Permeability Testing
- Double Ring Infiltration Testing
- Test Pits
- Pavement Coring



We perform in-house drilling and have three drill rigs:

1. Tracked-mounted BR-2500 drill rig – ideal for tight access.
2. Truck-mounted CME 45 with Auto-hammer
3. Truck-mounted CME 45

#### Groundwater Level Determination

Seasonal high groundwater levels and hydraulic conductivity values of soils are integral to the design process for storm water removal from any site. AREHNA supplies information to design team members for use in development of grading plans relative to soils and topography encountered on-site.

#### Foundation Analysis

From power plants to commercial high-rises to FDOT bridges, AREHNA's professional staff utilizes their extensive experience to fully evaluate structure load and soil conditions. We perform detailed settlement and bearing capacity analysis for each project. Whether it is for a shallow footing system or a deep foundation system, we provide our clients with a thorough foundation analysis and comprehensive recommendations. Our experience includes a wide range of foundation systems including driven piles, mats, drilled shafts, auger cast piles and multiple ground improvement techniques.

#### Pavement Analysis

AREHNA personnel have extensive experience providing designs for new and rehabilitated pavements. Pavement thickness designs are developed using standard design methods and the results of laboratory testing. Optimal pavement repair strategies are developed to evaluate special situations where pavement performance has not met expectations and provide objective pavement evaluation to determine the causes of less than desired performance. Our recommendations are based upon AASHTO design methods and reflect requirements of the Florida Department of Transportation and the Federal Highway Administration.

### **Slope Stability Analysis**

Performing slope analysis requires detailed knowledge of soil strength parameters such as friction angle and cohesion obtained through field exploration and laboratory testing. AREHNA's experienced staff has performed numerous slope stability analyses on natural and fill slopes. We also provide recommendations for stabilization of existing unstable slopes, such as installation of retaining structures, erosion control measures, and soil nailing.

### **Geosynthetics**

AREHNA's engineers have utilized geosynthetics in the stabilization of soft subgrade soils, mechanically stabilized earthen structures, foundation reinforcement, retaining walls, pavement reinforcement, filters, and separation layers.

### **CONSTRUCTION MATERIALS TESTING AND INSPECTION**

Specifications are enforced through quality control in construction. Systematic testing of construction materials is the means by which the architect, engineer, or owner can be sure that materials being used by the contractor are of the quality specified.

AREHNA is staffed and equipped to provide trained engineering technicians at the construction site to perform required tests and inspections related to soils, concrete and pavement systems. Additionally, our in-house, AMRL and CCRL inspected, construction materials laboratory performs laboratory testing on soil, asphalt and concrete samples. All field and laboratory testing is reviewed by engineers who have previous experience with materials testing and inspection services required for the construction of structures, roads, bridges, parking lots, and airfields.

### **Soil and Rock Testing**

Soils are tested in AREHNA's laboratory to define soil properties, characteristics, and to determine the optimum moisture content and maximum dry density of different soils. Findings are used to determine compliance with project specifications, as well as to identify possible constructability issues. We have assembled an outstanding team of technicians, engineers and geologists to provide test results with high regard to quality. Following is a list of soils tests performed by our in-house laboratory and field technicians:

- Moisture-Density Relationship of Soils (Modified and Standard Proctor Tests)
- In-Place Density testing using Nuclear Density gauges, drive sleeves and/or sand cone method
- Moisture Content of Soils
- Organic Content
- % Finer than a No. 200 Sieve (-200 wash)
- Particle Size Analysis of Soils by Hydrometer
- Liquid and Plastic Limits of Soils (Atterberg Limits)
- Grain-Size Analysis
- Classification of Soils (Unified System)
- Direct Shear
- Consolidation
- Triaxial Testing
- Expansion Index of Soils
- pH Testing of Soils
- Corrosion Series Testing (includes pH, sulfates, chlorides and resistivity testing)
- Splitting Tensile Testing
- Unconfined Compression Testing
- Gradation of Soils Using Sieve Analysis
- Limerock Bearing Ratio
- California Bearing Ratio
- Specific Gravity of Soils
- Sand Equivalent Test





### Concrete, Grout and Mortar Testing

Our engineering technicians are ACI and CTQP certified and have inspected, sampled and tested the concrete on numerous public and private sector projects. The concrete testing services our laboratory currently provides are listed below:

- Molding, Curing, Capping and Compressive Strength Testing of cylinders, cubes and grout prisms
- Slump and Temperature
- Unit Weight of Freshly Mixed Concrete
- Air Content of Freshly Mixed Concrete by Volumetric Method
- Air Content of Freshly Mixed Concrete by Pressure Method
- Concrete Coring
- Flow testing of grout (flow cone method)

### Asphalt Testing

Laboratory services for asphalt include mix design verification, along with other associated tests such as extraction and gradations testing. AREHNA's staff has extensive experience with Superpave and Marshall mix designs. AREHNA provides field and laboratory testing services and is familiar with the requirements of the Florida Department of Transportation, Federal Aviation Administration, the Federal Highway Administration, as well as local municipalities and agencies. In addition, AREHNA also has CTQP Certified Asphalt Plant Technicians. Our laboratory currently provides the following asphalt concrete testing:

- Asphalt Content by Ignition Method
- Mechanical Analysis of HMA
- Maximum Specific Gravity of Hot Mix Asphalt (RICE testing)
- Bulk Specific Gravity of Compacted Hot Mix Asphalt
- Asphalt Coring



### Aggregate Testing

The quality of aggregates can be determined through laboratory testing. The following is a list of the testing performed by AREHNA's laboratory:



- Sampling Aggregates
- Material Finer Than No. 200 Sieve
- Organic Impurities in Sands
- Sieve Analysis of Aggregates
- Fine Aggregate Specific Gravity and Absorption
- Coarse Aggregate Specific Gravity and Absorption
- LA Abrasion Testing
- Moisture Content of Aggregate by Oven Drying

### Fireproof and Coating Testing

AREHNA performs visual and physical tests to identify the condition of the substrates, thickness of the application, density, bond strength, adhesion/cohesion, condition of the finished application, inspection of patching for sprayed fiber and cementitious fire-resistive materials. The tests include:

- Thickness and Density of SFRM Applied to Structural Members
- Cohesion/Adhesion of SFRM Applied to Structural Members

### **Construction Monitoring and Inspection**

When a project enters the construction phase, our team is ready to support the project with inspections, observations, and field testing. Some of these services include:

- Compaction and Chemical Grout Monitoring
- Augercast Pile Monitoring
- Vibroreplacement Monitoring
- Foundation Excavation Inspection
- Drilled Shaft Monitoring
- Pile Driving Monitoring
- Load Test Monitoring
- Soil Anchors/Tie-back Anchor Monitoring
- Vibration Monitoring
- Post-Tensioned Concrete Monitoring

### **Quality Control**

Stringent quality assurance and quality control procedures provide results engineers can rely on as they consider recommendations. A dedicated QA/QC manager is responsible for all quality aspects of work performed under each contract.





**Accreditation**

AREHNA's laboratory is FDOT approved, US Army Corps of Engineers Validated, AASHTO accredited inspected by AMRL (AASHTO Materials Reference Laboratory), CCRL (Cement and Concrete Reference Laboratory). AREHNA participates in the AASHTO Proficiency Sample Program. Our laboratory is AASHTO R18, ASTM E329, C1077 and D3740 accredited.



**US Army Corps of Engineers**



**I. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

31. SIGNATURE

*Jessica McRory*

32. DATE

November 22, 2022

33. NAME AND TITLE

**Jessica A. McRory, PE, LEED AP, President**





**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Michael Bartholomew, PSM	13. ROLE IN THIS CONTRACT  Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 28

15. FIRM NAME AND LOCATION *(City and State)*  
Biscayne Engineering Company, Inc., Boca Raton, Florida

16. EDUCATION <i>(Degree and Specialization)</i>  Associate of Technical Arts, Everett Community College Everett, WA (1987)	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Florida, Professional Surveyor and Mapper License No. LS5666
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Member of Florida Surveying and Mapping Society (FSMS)  
Microsoft Certified Professional

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Title: Brightline / Florida East Coast Industries (MiamiCentral) Location: Miami, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> N/A

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
This project consisted of numerous phases including establishing boundaries and construction layout control via conventional survey methods, preparing legal descriptions for 3D airspace parcels and easements in a mixed use development, and preparing ALTA/NSPS Surveys for complex transactions. (Size: over 400,000 SF / Cost: ±\$250K)

(1) TITLE AND LOCATION <i>(City and State)</i> Title: MET SQUARE Location: Miami Beach, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> N/A

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
This project consisted of Miscellaneous Construction Services including but not limited to Initial Gridlines, Sheet Pile, Foundation, Control Lines, Layout Drainage Well Boxes, FPL Duct, Final FEMA Certification, Final Survey, Layout Drainage Wells, and Piles Layout.

(1) TITLE AND LOCATION <i>(City and State)</i> Title: SR A1A, Collins Ave. (Haulover Inlet to Bayview Dr.) Location: Miami Beach, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> N/A

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
This project consisted of setting primary & secondary control points via conventional survey methods, performing level runs through the primary & secondary control points, preparing a DTM survey, locating visible and topographic features, preparing cross sections, and performing a survey for MOT purposes. (Size: 1.5 miles / Cost: ±\$84K)

(1) TITLE AND LOCATION <i>(City and State)</i> Title: N. 14 Avenue, from Atlantic Shores Blvd. to Sheridan Street Location: Hollywood, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> N/A

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
This project consisted of Topographic, DTM, Drainage Survey, Underground Utilities Investigation and, Baseline and R/W determination for the design of a pedestrian pathway. PNC sheets were also prepared. (Size: 4 miles / Cost: ±\$200.5K)

(1) TITLE AND LOCATION <i>(City and State)</i> Title: Palmetto Park Road Location: Palm Beach County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> N/A

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
Supervised all of the project survey activities, which included Baseline of Survey and Right of Way determination for Palmetto Park Road from SR-7 to Boca Raton Boulevard, including Lake Worth Drainage District Canal L-48. (Size: 7 miles / Cost: ±\$145K)

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Alberto Rabionet, PSM</b>	13. ROLE IN THIS CONTRACT <b>Production Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>9</b>	b. WITH CURRENT FIRM <b>9</b>
15. FIRM NAME AND LOCATION (City and State) <b>Biscayne Engineering Company, Inc., Miami, FL</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) <b>B.S. Geomatics, University of Florida, Gainesville, FL (2003-2008, 2011-2013)</b>		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <b>Florida, Professional Surveyor and Mapper License No. LS7218</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <b>Member of Florida Surveying and Mapping Society (FSMS) University of Florida Geomatics Program Advisory Committee</b>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a Title: Brightline / Florida East Coast Industries (MiamiCentral) Location: Miami, FL	2015 - 2019	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consisted of numerous phases including establishing boundaries and construction layout control via conventional survey methods, preparing legal descriptions for 3D airspace parcels and easements in a mixed use development, and preparing ALTA/NSPS Surveys for complex transactions. (Size: over 400,000 SF / Cost: ±\$250K)		
b Title: SR A1A, Collins Ave. (Haulover Inlet to Bayview Dr.) Location: Miami Beach, FL	2018	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consisted of setting primary & secondary control points via conventional survey methods, performing level runs through the primary & secondary control points, preparing a DTM survey, locating visible and topographic features, preparing cross sections, and performing a survey for MOT purposes. (Size: 1.5 miles / Cost: ±\$84K)		
c Title: R/Ws South of 5th St. (1st St./Alton Rd./Washington Ave./+) Location: Miami Beach, FL	2017	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consisted of preparing a Topographic Survey & high density 3D model of the limits for architectural and engineering design with reference to state plane coordinates and a vertical datum. Survey included depicting R/W lines, topography, improvements, utility structures, and underground utilities. (Size: ±7,500 LF / Cost: ±\$00K)		
d Title: Palmetto Park Road Location: Palm Beach County, FL	2017	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consisted of Baseline of Survey and Right of Way determination for Palmetto Park Road from SR-7 to Boca Raton Boulevard, including Lake Worth Drainage District Canal L-48. (Size: 7 miles / Cost: ±\$145,500)		
e Title: Lincoln Road Mall Location: Miami Beach, FL	2016	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consisted of preparing a Topographic Survey & high density 3D model of the limits for architectural and engineering design with reference to state plane coordinates and a vertical datum. Survey included depicting R/W lines, topography, improvements, utility structures, and underground utilities. (Size: ±7,500 LF / Cost: ±\$192,800)		

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>1</b>
21. TITLE AND LOCATION <i>(City and State)</i>  <b>City of Hollywood Storm Water System Verification, FL</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>Ongoing</b>	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>CDM Smith</b>	b. POINT OF CONTACT NAME <b>Ignacio Lizama</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>305-372-7171</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Survey Flood Depth:

SURVEY 7 SELECTED SITES THROUGHOUT THE CITY OF HOLLYWOOD

We provided a topographic survey of the seven (7) sites as required by the client.

This task was accomplished with the utilization of GPS base and rover. The vertical control was controlled utilizing published vertical control points.

Mike Bartholomew served as Principal in Charge of the project on behalf of Biscayne Engineering Company, Inc.

We were subcontractors for a project to be completed by CDM Smith.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME <b>Biscayne Engineering Company, Inc.</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>529 W Flagler Street Miami, FL 33130</b>	(3) ROLE <b>Surveying</b>
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>2</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>City of Miami Primary Stormwater Management System (PSMS)</b>	22. YEAR COMPLETED <b>2020</b>	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>CDM Smith</b>	b. POINT OF CONTACT NAME <b>Ignacio Lizama</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>305-372-7171</b>
--------------------------------------	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Provide Professional Surveying Services

Provide field verification of specific water structures, designated by CDM Smith, along with the necessary office support for City of Miami Primary Stormwater Management System (PSMS) Project.

Mike Bartholomew was the Principal in Charge as well as the Project Manager for this project on behalf of Biscayne Engineering Company. Alberto Rabionet was Production Manager on behalf of Biscayne Engineering Company, Inc.

This work was completed as a Subcontractor to CDM Smith.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Biscayne Engineering Company, Inc.	529 W Flagler Street Miami, FL 33130	Surveying
b.			
c.			
d.			
e.			
f.			



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Biscayne Engineering (BE) is extremely well versed in working within the public sector at the state, county and municipal level and is committed to creating innovative solutions for the changing demands of our clients and the environment. As a full-service engineering and surveying firm, we are continuously and prominently involved in planning and developing the South Florida region. Biscayne Engineering Company is an S corporation and has been located in South Florida continuously since its founding in 1898. BE has been providing professional services to the Tri-County area since our inception. In addition to Palm Beach County, we are certified also as a Small Business Enterprise (SBE) by the Miami-Dade County, School District of Palm Beach County, City of West Palm Beach, School Board of Broward County, Broward College, Florida Department of Transportation, and South Florida Water Management District.

As a benefit of our long and varied history in engineering and surveying services, BE has gained vast experience and expertise in virtually every aspect of the respective professions, from tried and true practices to the newest applicable technologies. Some of the more notable projects BE has provided services for include Panorama Tower, the tallest building in South Florida, Broward Health, The Miami Beach Convention Center Renovation, Muss park and the Brightline rail line.

Biscayne's current contracts include City of Delray Beach, City of Deerfield, City of Plantation, City of Miami, City of Miami Beach, City of Miami Gardens, City of Hialeah, South Florida Water Management District, and Florida Department of Transportation (District 4 and District 6).

Our Biscayne Engineering staffing also includes (1) PE, (5) PSMs, (8) field crews, (11) surveying technicians, some of whom are SITs, as well as administrative staff.

BE delivers projects on time, under budget, and with the highest quality possible. We have successfully held numerous contracts, performing and managing all types of surveying including General Surveying Services, Monumentation, Right-of-Way Mapping, Location Surveying, Expert Witness, and Subsurface Utility Engineering over many decades. The City can be assured that Biscayne is the ideal Consultant for this contract. Areas that set Biscayne apart are: **1) Extensive Project/Contract Management Experience, 2) Long-Term Employees/Seasoned Professionals, 3) Vast Experience in listed Work Types, 4) Proximity of Office to the City 5) Considerable Peer Review experience, 6) Expert Witness experience which guides our work, and 7) A carefully selected team of Professionals.**

One important key to Biscayne's success is utilizing experienced teams who have a proven track record of working successfully together. Biscayne Engineering's multi-disciplined approach provides the solution to the most common engineering and surveying problems under one roof. Our surveyors coordinate with our engineers to ensure their needs are met from the outset. The result is higher productivity, increased quality, and reduced cost for our clients. Guided by our history, our commitment to our clients' goals is reflected in the countless successful projects we have completed throughout the region.

Biscayne Engineering is unique, with a deep history in the professions of land surveying and engineering. Our expertise in covering the Scope of Services is considerable, and our staff of long time employees is highly qualified.

I. AUTHORIZED REPRESENTATIVE  
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

11/29/2022

33. NAME AND TITLE

Mike Bartholomew, PSM/President





# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

02-22/23

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <b>Biscayne Engineering Company, Inc.</b>			3. YEAR ESTABLISHED 1898	4. DUNS NUMBER 032-473-308
2b. STREET <b>529 West Flagler Street</b>			5. OWNERSHIP	
2c. CITY <b>Miami</b>	2d. STATE <b>FL</b>	2e. ZIP CODE <b>33130</b>	a. TYPE <b>Corporation</b>	
6a. POINT OF CONTACT NAME AND TITLE <b>Melissa Bolton Calabrese, CEO</b>			b. SMALL BUSINESS STATUS <b>Active in Miami-Dade &amp; Palm Beach County</b>	
6b. TELEPHONE NUMBER <b>305.342.7671</b>		6c. E-MAIL ADDRESS <b>mcalabrese@biscayneengineering.com</b>		7. NAME OF FIRM (If block 2a. is a branch office) <b>Same</b>
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER
N/A				

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	9	1	C08	Codes; Standards; Ordinances	1
08	CADD Technician	15	5	C16	Construction Surveying	3
12	Civil Engineer	1	0	D05	Digital Elev. & Terrain Model Dev.	3
38	Land Surveyor	5	2	H06	Highrise; Air Rights Type Bldgs.	2
				H07	Highway; Streets; Airfield Parking	1
				E02	Educational Facilities; Classrooms	1
				I103	Industrial Waste Treatment	1
				L02	Land Surveying	4
				P05	Planning(Community, Regional etc)	1
				P06	Planning(Site, Installation & Project)	1
				R04	Recreation Fac. Parks. Marinas etc.	1
				S04	Sewage Collect Treatment & Disp.	1
				S10	Survey/Plat. Mapping; Flood Studies	2
				S13	Storm Water Handling & Facilities	1
				T03	Traffic & Transportation Eng.	1
				T04	Topographic Surveying & Mapping	3
				W03	Water Supply; Treatment & Dist.	1
	Other Employees	18	5			
	<b>Total</b>	<b>48</b>	<b>13</b>			

<p>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)</p> <table style="width: 100%;"> <tr> <td>a. Federal Work</td> <td style="text-align: center;">1</td> </tr> <tr> <td>b. Non-Federal Work</td> <td style="text-align: center;">6</td> </tr> <tr> <td><b>c. Total Work</b></td> <td style="text-align: center;"><b>6</b></td> </tr> </table>	a. Federal Work	1	b. Non-Federal Work	6	<b>c. Total Work</b>	<b>6</b>	<p>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</p> <table style="width: 100%;"> <tr> <td>1. Less than \$100,000</td> <td>6. \$2 million to less than \$5 million</td> </tr> <tr> <td>2. \$100,00 to less than \$250,000</td> <td>7. \$5 million to less than \$10 million</td> </tr> <tr> <td>3. \$250,000 to less than \$500,000</td> <td>8. \$10 million to less than \$25 million</td> </tr> <tr> <td>4. \$500,000 to less than \$1 million</td> <td>9. \$25 million to less than \$50 million</td> </tr> <tr> <td>5. \$1 million to less than \$2 million</td> <td>10. \$50 million or greater</td> </tr> </table>	1. Less than \$100,000	6. \$2 million to less than \$5 million	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million	5. \$1 million to less than \$2 million	10. \$50 million or greater
a. Federal Work	1																
b. Non-Federal Work	6																
<b>c. Total Work</b>	<b>6</b>																
1. Less than \$100,000	6. \$2 million to less than \$5 million																
2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million																
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million																
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million																
5. \$1 million to less than \$2 million	10. \$50 million or greater																

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 11/29/2022
c. NAME AND TITLE <b>Melissa Bolton Calabrese, CEO</b>	

**Melissa Bolton Calabrese, CEO**

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330

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TAB E. PROJECT TEAM/PERSONNEL  
QUALIFICATIONS



**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**FORM 8  
KEY STAFF & PROPOSED SUBCONTRACTORS**

**KEY STAFF**

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:  No     Yes


Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Nestor Santana, PE	Sr. Project Engineer	27	8	PE Lic. #85785 FDOT CTQP Certified TIN#: 535636684
Stacy Sookdew-Sing	Project Administrator	19	12	FDOT CTQP Certified TIN#: S232781716
Zugeil Velez	Contract Support Specialist	4	4	FDOT CTQP Certified TIN#: V425980826
Logan Fasanella	Senior Inspector	11	11	FDOT CTQP Certified TIN#: F254533883
Renzo Sookdew-Sing	Inspector	4	4	FDOT CTQP Certified TIN#: S232721974

**Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:**

RJ Behar has a low turnover rate. If necessary, we can coordinate with the City to make a transition of staff without project delays from our pool of equally qualified employees. If the City requests removal of an employee, RJ Behar will supply the City with multiple resumes and allow the City to select a replacement of their liking.

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Nestor Santana, PE	Senior Project Engineer	Town of Medley	10 p/week	8/2022-2/2023
	Senior Project Engineer	City of Greenacres	5 p/week	8/2022-6/2023
Stacey Sookdew-Sing	Project Administrator	City of Greenacres	5 p/week	8/2022-6/2023
	Project Administrator	City of Miami	20 p/week	9/2022-3/2023

**PROPOSED SUBCONTRACTORS**

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

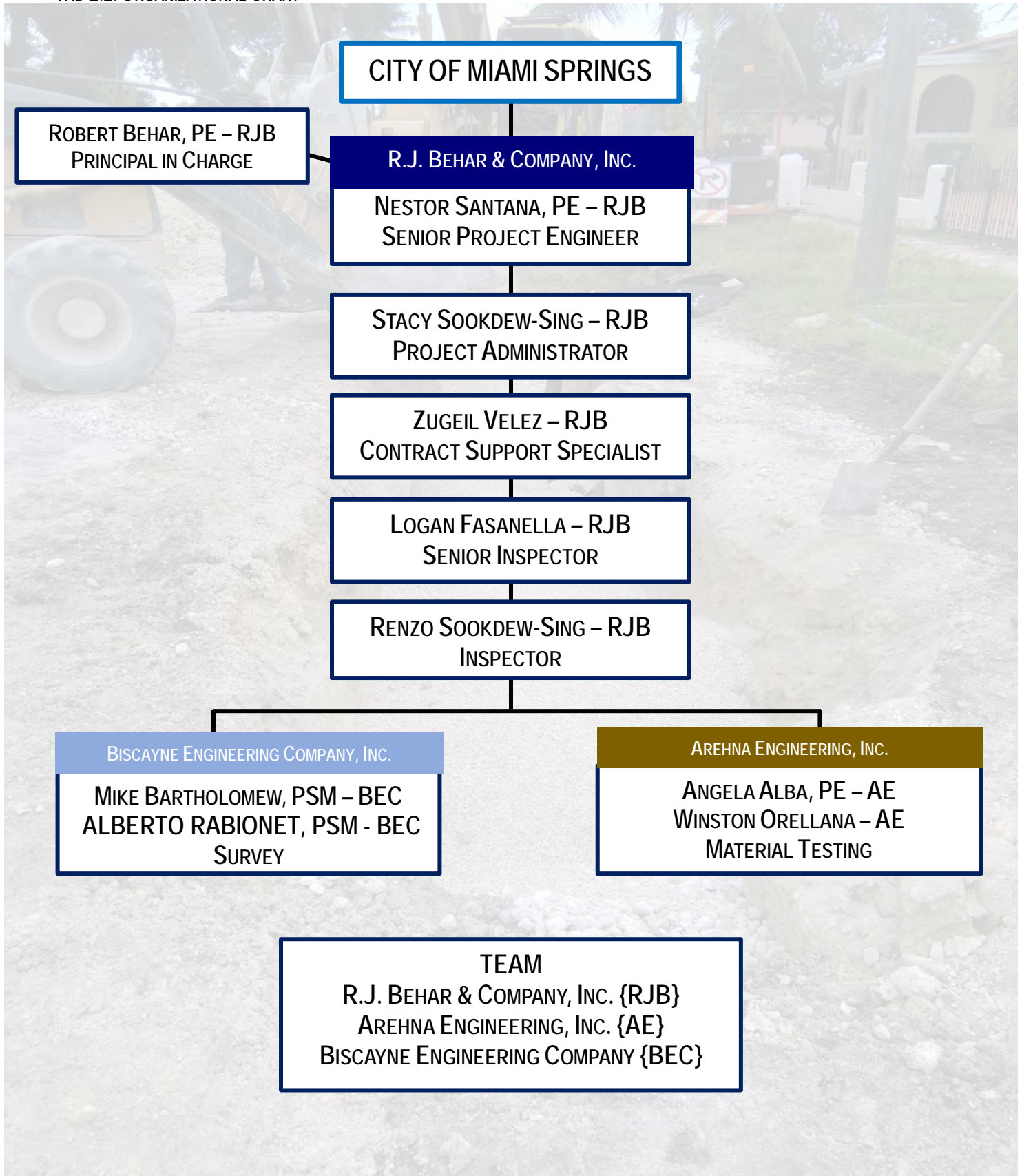
Subcontractor Name & Address	Scope of Work	License Number
Arehna Engineering, Inc. 12296 Wiles Road Coral Springs, Florida 33076	Material Testing	PE28410
Biscayne Engineering Company, Inc. 529 W Flagler Street, Miami, FL 33130	Surveying, Utility Locates	LB129

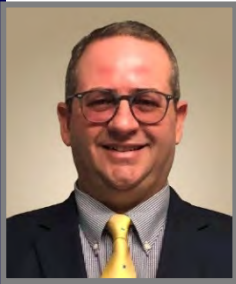
Firm: R.J. Behar & Company, Inc.

Authorized Signature:  Date: November 30, 2022

Print or Type Name: Robert J. Behar, PE Title: President

TAB E.2. ORGANIZATIONAL CHART





**EDUCATION**

B.S. Civil Engineering, University of Puerto Rico, 1994

**YEARS OF EXPERIENCE**

27 Years

**YEARS WITH RJ BEHAR**

2014 – Present

**AVAILABILITY**

80%

**PROFESSIONAL REGISTRATIONS**

P.E. Florida License No. 85785, 2018, P.E. Puerto Rico License No. 16868

**CERTIFICATIONS:**

**TIN#:** S535636684490

Final Estimates I & II  
QC Manager  
Earthwork I & II

Asphalt I & II  
FDOT Critical Structures  
Radiation Safety Officer

Nuclear Gauge Hazmat Training  
Advanced Temporary Traffic  
Control Plans

**ENGINEERING EXPERIENCE**

Mr. Santana has years of experience in construction management. He has been responsible for the coordination, supervision, and inspection of a variety of public and private projects from budgeting to completion. He has been accountable for ensuring quality, safety, and schedules according to specifications, reviewing contract plans/specifications covering all building construction and mechanical and electrical installations, and developing preliminary findings on specifications, estimates, and recommendations for contract change orders. He brings specific relevant experience in civil work projects related to construction of concrete, steel, pumping stations, spillways, culverts, bridges, as well as site preparation to find technical solutions under difficult soil, foundation, and climatic conditions.

**RELEVANT EXPERIENCE**

**W. 28<sup>th</sup> Avenue Sidewalk/Guardrail Improvements CEI Services, Miami-Dade County, Florida – City of Hialeah/Florida Department of Transportation (FDOT), District 6/Federal Highway Administration (FHWA)**

**Reference:** Jose Sanchez, Director Streets Department City of Hialeah; 305-687-2611; [josanchez@hialeahfl.gov](mailto:josanchez@hialeahfl.gov)

**Role:** Senior Project Engineer/Project Administrator who administered the contract, budget, contract time, and inspection staff. He was responsible for the contractor’s performance and progress in conformance with the plans and specifications, reviewing and keeping track of contractor submittals, shop drawings, RFIs, project schedule analysis and implementation in a challenging 60-day project, which was completed on time and on budget without change orders. He approved and reviewed project daily reports; contractor’s monthly progress estimates; managed and directed progress meetings, meeting agendas and minutes; coordinated with stakeholders, including the various agencies, performed final inspection with FDOT, prepared the punch list, issued substantial and final completion certificates to the contractor; reviewed and approved project final as-builts, material certifications, and prepared and submitted the closeout package as per LAP Project requirements.

**Costs/Fees Paid:** \$39,960 **Construction Cost:** \$396,519 **Project #:** 427604-5-58-01 **Project Start:** 1/08/2020 **Project Complete:** 2/28/2021 **Project Length:** 1.73 miles

**Citywide Pedestrian Safety Project, Broward County, Florida – City of Dania Beach/FDOT/FHWA**

**Reference:** Mr. Colin Donnelly, CIP & Grants Administrator; (954) 924-6808 x3618; [cdonnelly@daniabeachfl.gov](mailto:cdonnelly@daniabeachfl.gov)

**Role:** Senior Project Engineer who coordinated with and provided FDOT with all the required information to ensure compliance with all LAP requirements, oversaw the inspection team and the resident compliance specialist, kept the construction contract time established, and performed final construction close-out. **Costs/Fees Paid:** \$90,887 **Construction Costs:** \$459,199 **Project Length:** Multiple Sites **Project #:** 438282-1-58-01 **Project Start:** 10/08/2019 **Project Complete:** 1/31/2021 **Time Extensions:** COVID-19 Delay of two weeks

**Construction Engineering Inspection for Various Drainage Improvements, WO#3, Miami-Dade, County, Florida – Miami-Dade County Department of Public Works**

**Reference:** Juan V Gonzalez, Project Manager, Department of Transportation and Public Works; (305) 608-9702; [Juan.Gonzalez2@miamidade.gov](mailto:Juan.Gonzalez2@miamidade.gov)

**Role:** Senior Project Engineer responsible for overseeing construction operations, administration, management, quality control, monthly and final estimates (close-out package). His responsibilities included oversight of construction operations, administration, public relations, quality control, final estimates and claims analysis. He ensures the safety, schedule, cost tracking, estimating, forecasting, and a trouble shooter on the project. **Cost/Fees Paid:** \$327,153 **Construction Cost:** Varied per assignment **Project #:** E19-DTPW-09 **Project Start:** 3/18/2021 **Project Complete:** Ongoing **Project Length:** Varied sites

**EDUCATION**

High School Graduate, North Miami Senior High School

**YEARS OF EXPERIENCE**

19 Years

**YEARS WITH RJ BEHAR**

2008 – 2019 / 2021 – Present

**AVAILABILITY**

75%

**CERTIFICATIONS:**

TIN #: S23278171664

- Final Estimates Level I & II
- Earthwork Construction Level I
- Asphalt Paving Level I
- Advanced Maintenance of Traffic
- QC Manager
- Stormwater Erosion Inspector
- Statewide Training Program for Florida Resident Compliance Specialists
- FDOT 12 Hour Training Program EEO, DBE and Payroll Compliance on Local Area Project Including USDOT, OIG Video
- FDOT Resident Compliance Training
- FDOT 8 Hour LAP Workshop
- US Wage and Hour Division, Prevailing Wage Rate Conference
- FDOT Critical Structures

**ENGINEERING EXPERIENCE:**

Ms. Sookdew-Sing has years of experience as a Project Administrator, Contract Support Specialist, Senior Resident Compliance Specialist, as well as a Public Information Officer, and Inspector on numerous projects throughout Miami-Dade, Broward, and Palm Beach Counties for the Florida Department of Transportation (FDOT) and local agencies. She received the "Professional Manager of the Year Award" for stormwater projects from the American Public Works Association in recognition of her professionalism and performance in the management of the Manta Drive Roadway Improvements project for the Town of Cutler Bay. She has experience with site-management entries, monthly and final estimates, preparing and processing weekly reports, progress reports, and standard weather letters, as well as review quantities and as-builts. She has prepared close-out packages, managed meeting minutes, performed document control, data entries and monthly invoicing utilizing the appropriate electronic data management system for each task.

**RELEVANT EXPERIENCE:**

**Dillman Trail from Forest Hill Boulevard to Dillman Road LAP Project – Palm Beach County, Florida – City of Greenacres & FDOT, District 4**

Reference: Ms. Kara L. Ferris, AICP, Director of Neighborhood Services Dept.; (561) 642-2054; [kferris@greenacresfl.gov](mailto:kferris@greenacresfl.gov)

Role: Project Administrator responsible for exercising independent judgment in the solution of work problems, directing and assigning specific tasks to field staff, assisting in all phases of the construction project, performing progress estimates, and final estimates throughout construction. This project includes clearing and grubbing and tree removal, construction of a 12' wide meandering asphalt pathway and adjacent proposed 12' wide swale, an irrigation pump system, electrical service for the system, installation of the irrigation, landscaping, and sod installation. **Cost/Fees Paid: \$139,573 Construction Cost: \$747,924 Project #: 444359-1-58-01 Project Start: 5/20/2022 Project Complete: Ongoing**

**Continuing Professional Services, Palm Beach County, Florida – City of West Palm Beach**

Reference: Valerio Oricchio, PE, PTOE, City Transportation Engineer; (561) 494-1092; [voricchio@wpb.org](mailto:voricchio@wpb.org)

Role: Project Administrator/Compliance Specialist who is reviewing all the project materials including compiling the "Close-out Documents" and the reimbursement documents as required per the LAP Agreement between the City and FDOT; reviewing all delivery tickets, concrete mix design; reviewing project files to ensure Daily Work Reports are uploaded into GAP; reviewing the previously paid monthly progress payments and verifying the documentation meets the requirements; reviewing project files for the FDOT Form 700-010-38; reviewing project files FDOT Form 700-020-02; reviewing the project files for all Over and Under runs of each pay item and ensuring there is adequate documentation to support the quantities paid; reviewing and verifying project files regarding Buy America Certification, reviewing the contract time file and ensuring that all contract time was accounted for and meets the contractual requirements; reviewing the Final Payment Application; reviewing the As-built plans; assisting the City PM to complete final reimbursement. **Costs/Fees Paid: \$27,400 Project #: 438385-1-58-01 Project Start: 3/4/2022 Project Complete: Ongoing**

**Safe Routes to School Local Agency Program Project, Miami-Dade County, Florida – Town of Cutler Bay/FDOT, District 6**

Reference: Mr. Alfredo Quintero, Public Works Director Town of Cutler Bay, 305-234-4262; [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

Role: Project Administrator/Contract Support Specialist/Resident Compliance Specialist: She performed daily inspections, produced weekly reports, monitored contractor pay items, held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews per NPDES requirements, conducted the material sample reviews and approval, reviewed the Contractor & Subcontractor's payrolls, uploaded project documents in FDOT Lap-It, and performed final closeout. **Cost/Fees Paid: \$59,641 Construction Cost: \$392,521 Project #: 436939-1-58-01 Project Start: 4/2017 Project Complete: 10/2017 Project Length: 0.89 miles**

**EDUCATION**

A.A. English for Speakers of Other Languages, Inter American University of Puerto Rico-San German, 2010

**YEARS OF EXPERIENCE**

4

**YEARS WITH RJ BEHAR**

2018 - Present

**AVAILABILITY**

90%

**CERTIFICATIONS**

Final Estimates I & II  
 FDOT Resident Compliance Specialist CBT Training  
 FDOT Equal Opportunity Compliance Training  
 FDOT SCAT Certification

**TIN#:** V425980826260

FDOT FHWA Emergency Relief Program Training for  
 Local Agencies  
 FDOT LAP Construction Checklist, Specifications &  
 Greenbook Training

**ENGINEERING EXPERIENCE**

Ms. Velez is involved in ensuring the goals of the anticipated Disadvantage Business Enterprise (DBE) statement are achieved per established Federal and State regulations, which necessitates monthly examining of payments to the prime contractor and/or subcontractors. She aids the Office Support Specialist with Site-management entries, as well as monthly progress estimates. Ms. Velez assists the Project Engineer by preparing and processing weekly reports, monthly progress reports, standard weather letters, Laboratory Information Management System (LIMS) data entries and monthly invoicing and uploading all documentation into the LAP-IT program for FDOT. She also serves a Public Information Officer on multiple projects, assisting with fliers, community awareness, and public meetings.

**RELEVANT EXPERIENCE**

**Construction Engineering Inspection for Various Department of Transportation & Public Works Pavement Marking Installation – WO#2, Miami-Dade County, Florida – Miami-Dade Department of Transportation & Public Works**

**Reference:** Mr. Rene Idarraga, PE, Chief, Construction Division; (305) 375-4818; [Rene.idarraga@miamidade.gov](mailto:Rene.idarraga@miamidade.gov)

Mr. Joaquin Rabassa, PE, Project Manager; (305) 375-4338, [joaquin.rabassa@miamidade.gov](mailto:joaquin.rabassa@miamidade.gov)

**Role:** Construction Administrative Assistant: Ms. Velez is currently reviewing service requests, creating work orders, creating revisions to Work Orders, reviewing payment requisitions, submitting payment requisitions to finance, and closing project budgets or recommending time extensions. **Cost/Fees Paid:** \$144,317 **Construction Cost:** Varies **Project #:** 20190190/E19-DTPW-19 **Project Start:** 3/1/2021 **Project Complete:** Ongoing

**Citywide Pedestrian Safety Project, Broward County, Florida – City of Dania Beach/Florida Department of Transportation (FDOT)/Federal Highway Administration (FHWA)**

**Reference:** Mr. Colin Donnelly, CIP & Grants Administrator; (954) 924-6808 x3618; [cdonnelly@daniabeachfl.gov](mailto:cdonnelly@daniabeachfl.gov)

**Role:** Resident Compliance Specialist: She assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they applied to this project, including the provisions of the U.S. Department of Transportation (USDOT), the FHWA and the U.S. Department of Labor (DOL). Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, reviewing and filing certified payrolls as well as loading all documentation into FDOT LapIT. **Cost/Fees Paid:** \$90,887 **Construction Cost:** \$459,199 **Project #:** 438282-1-58-01 **Project Start:** 10/8/2019 **Project Complete:** 1/31/2021 **Time Extensions:** COVID-19 Delay of two weeks **Project Length:** Multiple Sites

**Gulfstream Elementary Complete Streets Project, Miami-Dade County, Florida – Town of Cutler Bay/FDOT, District 6/FHWA**

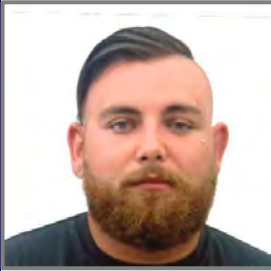
**Reference:** Mr. Alfredo Quintero, Public Works Director; 305-234-4262; [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Role:** Resident Compliance Specialist who assisted the Town in complying with all State and Federal Equal Employment Opportunity requirements as they apply to this project, including the provisions of the U.S. Department of Transportation, the Federal Highway Administration, and the U.S. Department of Labor. Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. **Cost/Fees Paid:** \$63,734 **Construction Cost:** \$397,615 **Project #:** 441644-1-58-01 **Project Start:** 4/18/2019 **Project Complete:** 2/29/2020

**Company:** R.J. Behar & Company, Inc.







**EDUCATION**

A.A. Culinary, Art Institute of Tampa, Tampa, Florida

**YEARS OF EXPERIENCE**

11 Years

**YEARS WITH RJ BEHAR**

2015 – Present / 2006 – 2010

**AVAILABILITY**

100%

**CERTIFICATIONS**

TIN #: F254533883350

- Advanced Maintenance of Traffic
- Earthwork Level I & II
- Asphalt Paving Level I & II
- ACI Concrete Field Inspector I
- ACI Concrete Transportation Construction Inspector II
- ACI Concrete Field Testing Technician
- Final Estimates I & II
- FDOT Concrete Field Technician Level 1
- Pile Driving
- Drilled Shaft
- QC Manager
- PTI Grouting Technician I
- PTI Post Tensioning Technician
- IMSA Traffic Signal Inspector
- IMSA Traffic Signal Technician Level I
- Stormwater Erosion Sedimentation Control Inspector
- Hazmat/Nuclear Radiation
- FDOT MSE Walls Certification
- FDOT Critical Structures
- FDOT Wage and Labor Training
- CSX Railroad Worker Protection
- FDOT MAC Training

**ENGINEERING EXPERIENCE**

Mr. Fasanella obtained his CTQP certifications, worked as an inspector aide shadowing senior inspectors and is currently working as a Senior Inspector. He observes and inspects ongoing construction work, reviews plans and specifications to ensure that work complies, conducts laboratory sampling, maintains a daily activity of work in progress and status of completion and discusses construction related problems with his supervisor, records and reports observations including video and digital pictures, and performs other job responsibilities as assigned. He started his career in the traffic/transportation department of R.J. Behar & Company, Inc. He was responsible for performing numerous turning movement counts. He set up automatic traffic recorders (ATRs) for volume counts, speed studies, etc.

**RELEVANT EXPERIENCE**

**Lyons Park Neighborhood Improvement Project, Construction Management Services, Broward County, Florida – City of Pompano Beach**

Reference: Mr. Matthew Kudrna, PMP, Engineering Project Manager II; (954)786-4023; [Matthew.Kudrna@copbfl.com](mailto:Matthew.Kudrna@copbfl.com)

Role: Senior Inspector providing full time construction inspection and material testing for on-site construction inspection services, approval of submittal reviews, coordinating construction material testing services, public involvement, document control and will provide record drawings. This project includes the design for the relocation of the sewers to the street's right-of-way and new lateral services. The project also includes design of water line relocations in areas where there are conflicts with other improvements. As part of the project all the streets will be reconstructed, with new pavement markings, and completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for new outfalls. **Cost/Fees Paid: \$327,700 Construction Cost: \$17,659,000 Project #: N/A Project Start: 8/3/2021 Project Complete: Ongoing Project Length: Neighborhood**

**Nova Drive Construction Engineering and Inspection (CEI) Services, Broward County, Florida – Town of Davie**

Reference: Mr. Jonathan M. Vogt, Town Engineer, (954) 797-1082; [jonathan\\_vogt@davie-fl.gov](mailto:jonathan_vogt@davie-fl.gov)

Role: Senior Inspector responsible for overseeing the maintenance of traffic schemes and devices in work zones; monitoring the Contractor's work and assuring that the Contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project; reviewing and monitoring compliance with drawings, contract documents, and technical specifications; maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant Project changes; interpreting plans, specifications, and construction contract provisions; and maintaining an adequate level of surveillance of the Contractor's activities. **Cost/Fees Paid: \$496,280 Construction Cost: \$6,425,430 Project #: R-2017-309 Project Start: 11/2017 Project Complete: 01/2021 Project Length: 1.29 miles**

**Design-Build Taft Street, Broward County, Florida – City of Pembroke Pines**

Reference: Mr. Karl Kennedy, PE, City Engineer; (954) 518-9040; [kkennedy@ppines.com](mailto:kkennedy@ppines.com)

Role: Inspector who was responsible for overseeing the milling and resurfacing. The scope of project included reconstruction of the northern westbound lane affected by the settling of the adjacent canal. The scope also included new landscaped medians, new ADA ramps and decorative brick paved crosswalks, new signing and pavement markings, and a new irrigation main. Guardrail was reset as needed in places where it had been damaged. The project coordination consisted of permitting through Broward County Traffic Engineering Division and FDOT. **Cost/Fees Paid: \$142,500 Construction Cost: \$1,624,390 Project #: Not applicable Project Start: 5/2015 Project Complete: 8/2016 Project Length: 0.94 miles**





**EDUCATION:**

B.S. Construction Management, Florida International University, 12/2021

**YEARS OF EXPERIENCE**

2.5 Years

**YEARS WITH RJ BEHAR**

2021 – Current / 2015

**AVAILABILITY**

100%

**CERTIFICATIONS**

- Earthwork I & II
- Asphalt Paving Level I&II
- FDOT Concrete Inspector
- MSE Walls

**TIN#:** S232721974140

- FDOT Critical Structures
- MOT/TTC, Advanced
- Nuclear Gauge/Hazmat

**ENGINEERING EXPERIENCE**

Mr. Sookdew-Sing is a young inspector shadowing senior inspectors. He obtained his bachelor's in science in Construction Management. His RJ Behar's experience started as summer intern; first term assisting the construction engineering department as inspector aid, shadowing senior inspectors; during a second term, assisting the traffic engineering department performing traffic counts. Mr. Sookdew-Sing has participated working alongside licensed contractors and assisting daytime operations for construction projects, coordinating with subcontractors and overseeing schedules.

**RELEVANT EXPERIENCE**

**Dillman Trail from Forest Hill Boulevard to Dillman Road – Palm Beach County, Florida – City of Greenacres/FDOT), District 4**

Inspector who is performing observations of the daily work by the contractor and ensuring it corresponds to the plans. He is writing daily reports and performing material testing. This project includes clearing and grubbing and tree removal for the construction of a proposed pathway between Forest Hill Boulevard and Dillman Road. Construction of a 12' wide meandering asphalt pathway and adjacent proposed 12' wide swale, including the construction of an irrigation pump system, electrical service for the system, installation of irrigation, landscaping, and sod installation. **Cost/Fees Paid:** \$139,573 **Construction Cost:** \$747,924 **Project CIP #:** 0107-1 **Project Start:** 8/01/2022 **Project Complete:** Ongoing **Project Length:** 0.47 miles

**Lyons Park Neighborhood Improvement Project Construction Management Services, Broward County, Florida – City of Pompano Beach**

**Reference:** Mathew Kudrna, PMP, Engineering Project Manager II; 954-786-4023; [Matthew.Kudrna@copbfl.com](mailto:Matthew.Kudrna@copbfl.com)

**Role:** Inspector Aide shadowing the Senior Inspector for the ensuring stormwater permits are being followed according to the NPDES; approving submittal reviews; coordinating construction material testing services; preparing daily reports, ensuring proper Temporary Traffic Control Plans (TTCP) are being followed. This project includes the design for the relocation of the sewers to the street's right-of-way and new lateral services. The project also includes design of water line relocations in areas where there are conflicts with other improvements. As part of the project all the streets will be reconstructed, with new pavement markings, and completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for new outfalls.

**Cost/Fees Paid:** \$327,700 **Construction Cost:** \$17,760,000 **Project #:** 311612 **Project Start:** 7/2021 **Project Complete:** Ongoing **Project Length:** Entire Neighborhood

**Citywide Speed Reduction Signage CEI, Miami-Dade County, Florida – City of Miami**

**Reference:** Mr. Jorger Mora, Assistant Director Capital Improvement Program; (305) 416-1297; [jmora@miamigov.com](mailto:jmora@miamigov.com)

**Role:** He performed daily monitoring the signage installation on the locations provided; performed daily monitoring of compliance with General Sign Installation Layout; prepares and submits daily reports including progress photos and logs the information into Trimble GIS location for the installed signs.

**Cost/Fees Paid:** \$143,544 **Construction Cost:** \$1,056,000 **Project #:** B-183615.04/B-183615.05 **Project Start:** 8/2020 **Project Complete:** Ongoing



### Contact Information

954.417.8412  
aalba@arehna.com

12296 Wiles Road  
Coral Springs, Florida 33076

### Licenses

Professional Engineer  
Florida Registration No. 58538, 2002

### Experience

24 years total  
8 years at AREHNA

### Education

Master of Science, Civil Engineering  
(Geotechnical)  
Massachusetts Institute of  
Technology, 1998

Bachelor of Science,  
Civil Engineering  
University of Puerto Rico, 1995

### Career Summary

Ms. Alba has provided geotechnical engineering services on numerous geotechnical explorations over the past 24 years, including serving as the Geotechnical Discipline Lead for the I-595 Corridor Improvement project in Broward County, Florida, which is the first Public-Private-Partnership (P3) project ever awarded by FDOT. Ms. Alba has been involved in the planning, analysis, execution, and review of geotechnical projects ranging from roadway and railways to complex roadway bridge and tunnel projects to commercial high-rise buildings, school projects, and other local municipality projects. Ms. Alba has performed evaluations for retaining walls, drainage structures, shallow foundations, driven piles, drilled shafts, augercast piles, micropiles, and pressure injected footings. Ms. Alba's experience has also included finite element analysis, slope stability evaluations, soil nail wall design, and evaluation of geosynthetics applications, and geotechnical ground improvement techniques.

### Project Experience

**District-Wide Geotechnical and Materials Testing, District Six, Miami-Dade County, Florida** Ms. Alba serves as a Senior Geotechnical Engineer for this task-order contract. Scope of work has included pavement coring and geotechnical support of in-house design projects.

**General Engineering Consultant Program Management, Miami-Dade Expressway Authority, Miami-Dade County, Florida** Ms. Alba served as the Project Manager/Senior Geotechnical Engineer responsible for providing geotechnical engineering and construction materials testing quality assurance verification services. She performed reviews of the geotechnical engineering reports for the associated new structures and roadway improvements for the new SR 826 and SR 836 interchange, which includes the construction of a four-level interchange with construction costs anticipated to be in the range of \$500 million.

**SR 826 and SR 836 Interchange (Design Build), District Six, Miami, Florida** Ms. Alba provided QA reviews on behalf of the owner for the geotechnical engineering reports for the associated new structures and roadway improvements for the new SR 826 and SR 836 interchange, which includes the construction of a four-level interchange with

construction costs in the range of \$500 M.

**Soils, Foundation, and Materials Testing Services Miami-Dade County, Florida** Ms. Alba served as the Project Manager/Senior Geotechnical Engineer for the contract, which included geotechnical, construction materials testing and inspection services for the construction of various improvement projects, including water main extensions, intersection improvements, and sidewalks, for various Miami-Dade County departments, including Miami-Dade Water and Sewer, Public Works, Dade Aviation Consultants, and Parks and Recreation.

**Continuing CEI and Design Services for Roadway and Traffic, Broward County, Florida** Ms. Alba provides geotechnical engineering and materials testing services for this design and roadway improvements continuing services contract. Projects consists of roadway improvements, bridge design and replacement, miscellaneous structures, traffic safety, signing, subarea/corridor planning, signalization and drainage systems.

**5th Street Bascule Bridge Replacement, FDOT District Six, Miami, Florida** Ms. Alba served as the Senior Geotechnical Engineer responsible of preparing geotechnical reports for the new replacement 4-lane Bascule Bridge over Miami River, including the approach roadways and bulkheads. Performed engineering analysis that included evaluation of pier mat foundation alternative, evaluation of the static tension and lateral load tests results for 24-inch square concrete piles. She performed evaluation of additional pile capacity and reviewed the PDA and CAPWAP results regarding evaluation of cofferdam concrete seal.

ALBERTO RABIONET, PSM – SUR Surveyor  
DIRECTOR OF OFFICE OPERATIONS

**Education**

- 2003–2008, 2011-2013 University of Florida, Gainesville, Florida.  
B.S. Geomatics

**Registrations**

- Professional Surveyor & Mapper License No. LS7218

**Affiliations**

- Member of Florida Surveying and Mapping Society (FSMS)

**Years of Experience**

- 10 Years

Mr. Rabionet is a professional Surveyor and Mapper with 10 years of experience, all of which have been with Biscayne Engineering. He has worked on various right-of-way projects and is experienced in research, calculations, and drafting.

He also has experience preparing DTM, R/W, control, design, boundary, and topographic surveys. He has a good working knowledge of the numerous software programs utilized at Biscayne, including Leica's Cyclone for point cloud processing and Autodesk's AutoCAD Civil 3D as well as basic scripting capabilities.

PROJECT EXPERIENCE

**FDOT District VI, SR 997 (Krome Avenue) from SW 296<sup>th</sup> Street to SW 232<sup>nd</sup> Street**

**Contact Person:** X Antonio Negrin, PSM

**Contact Email:** x.negrin@dot.state.fl.us

**Location:** Miami Dade County, Florida

**Project Dates:** 02/17 to 08/19

**Project Description:** Preparation of Parcel Map Sketch to Accompany Legal Descriptions; which included ROW recon, location, analysis, record documents review, and ROW; Topographic Surveys and map drawing preparation. (*Various Parcels*)

**FDOT District VI, SR A1A (Collins Avenue). From: Baker's Haulover Cut Inlet To: Bayview Drive**

**Contact Person:** X Antonio Negrin, PSM

**Contact Email:** x.negrin@dot.state.fl.us

**Location:** Miami-Dade, Florida

**Project Dates:** 12/17 to 06/18

**Project Description:** Biscayne Engineering performed a Design survey that included the following tasks: establishing Horizontal and Vertical Control points, performing DTM / Topographic survey, obtaining inverts information of the drainage structures, processing field data, creating DTM.tin surface, Project Control sheets, and Right of Way lines determination. (*Approximately 2.0 miles*)

**FDOT District VI, SR 5 (US 1 / Overseas Hwy. Monroe County)**

**Contact Person:** X Antonio Negrin, PSM

**Contact Email:** x.negrin@dot.state.fl.us

**Location:** Miami-Dade, Florida

**Project Dates:** 10/17 to 12/17

**Project Description:** Supervised preparation of DTM survey following hurricane Irma destruction. Survey includes: Location of the eroded areas and DTM model development.

**FDOT District VI, SR 925 (NW 3<sup>rd</sup> Ct) from W. Flagler St. to NW 8<sup>th</sup> Street**

**Contact Person:** X Antonio Negrin, PSM

**Contact Email:** x.negrin@dot.state.fl.us

**Location:** Miami Dade County, Florida

**Project Dates:** 5/16 to 01/17

**Project Description:** Preparation of the on-going ROW Transfer Map project; which includes: ROW recon, location, analysis, and ROW Transfer Map drawing preparation. (*Approximately 0.52 miles*)



**MIKE BARTHOLOMEW, PSM – SUR Chief Surveyor  
CONTRACT / PROJECT MANAGER**

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**Education**

- Associate of Technical Arts, Everett Community College, Everett, WA (1987)

**Registration**

- Professional Surveyor & Mapper License No. LS 5666
- Microsoft Certified Professional

**Affiliations**

- Member Florida Surveying and Mapping Society (FSMS)

**Years of Experience**

- 32 Years

Mr. Bartholomew is President of Biscayne Engineering Company and a Professional Surveyor and Mapper with 32 years of experience (29 years of which have been with Biscayne Engineering Company, Inc.). Mr. Bartholomew's responsibilities include managing large scale contracts for FDOT (District 4 and 6) as well as numerous other Municipalities and State government agencies and overseeing the preparation of Canal R/W Maps and Surveys, LiDAR, Design and Control Surveys, and the wide variety of surveys encountered at Biscayne (Boundary, ALTA/NSPS, Specific Purpose, Topographic, Mean High Water, etc.). Also, he is actively involved in the preparation of plats and in his role as Plat Peer Reviewer for the City of Hialeah. He is well versed in the requirements of Chapter 177, Part 1, and Florida Statutes, he has a vast knowledge of various software programs such as Microstation, Leica's Cyclone, TopoDOT, FDOT procedures and requirements and Autodesk Civil 3D. In addition, he works closely with the office staff and Field Crew Supervisor in the management of the numerous construction surveying projects performed throughout South Florida.

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**PROJECT EXPERIENCE**

**District VI, SR 953 (LeJeune Road) SW 8 Street – NW 11 Street**

**Contact Person:** Zurelys Perez de Alejo, PSM

**Contact Email:** Zurelys.PerezDeAlejo@dot.state.fl.us

**Location:** Miami-Dade County, Florida

**Contract Dates:** 3/22 to 6/22

**Project Description:** Prepare a full Mobile LiDAR (TML) Design Survey within the above limits.

**District VI, SR 934 (NW 79 Street) NW 25 Avenue – NW 1 Place**

**Contact Person:** X Antonio Negrin, PSM

**Contact Email:** X.negrin@dot.state.fl.us

**Location:** Miami-Dade County, FL

**Project Dates:** 4/22 to 8/22

**Project Description:** Scope of the work included preparation of the Right of Way Map, review Title Searches, and preparation of Title Searches review summary.

**District VI, SR 953 (LeJeune Road) at E 41 Street**

**Contact Person:** X Antonio Negrin, PSM

**Contact Email:** X.negrin@dot.state.fl.us

**Location:** Miami-Dade County, FL

**Project Dates:** 4/22 to 7/22

**Project Description:** Scope of the work included recovering existing control points, locating the topographic features defining the Maintained Right of Way lines, and preparation of the Right of Way Maintenance Map.

**District VI, SR 934 (NW 79 Street) NW 32 Avenue – NW 14 Avenue**

**Contact Person:** X Antonio Negrin, PSM

**Contact Email:** X.negrin@dot.state.fl.us

**Location:** Miami-Dade County, FL

**Project Dates:** 8/21 to 6/22

**Project Description:** Scope of the work included recon and location of section corners and Right of Way monumentation, development of the Baseline and Right of Way lines, and Right of Way Control Survey preparation.





Project Name:	South Royal Poinciana Stormwater and Roadway Improvements Project	
Project No.	2/22/2023	
Client:	City of Miami Springs	
CEI Start Time:	2/1/2023	Construction Start - March 2022
CEI End Time:	9/29/2023	Construction + 30 days Closing
Construction Duration:	180	
Calendar Months:	6	

Name / Position	2023													Man Months (MM)	Man Hours (MH)
	Months														
	Precon	1	2	3	4	5	6	Close							
Nestor Santana, PE Senior Engineer - RJB	0.01	0.05	0.05	0.05	0.05	0.05	0.05	0.01						0.32	56
Stacy Sookdew-Sing PA - RJB	0.150	0.500	0.500	0.500	0.500	0.500	0.500	0.300						3.45	600
Zugeil Velez CSS - RJB	0.010	0.300	0.300	0.300	0.300	0.300	0.300	0.150						1.96	341
Logan Fasanella Sr. Roadway Insp. - RJB	0.100	1.000	1.000	1.000	1.000	1.000	1.000	0.500						6.60	1148
Renzo Sookdew-Sing Roadway Inspector - RJB	0.000	0.000	0.000	0.500	0.500	0.500	0.500	0.100						2.10	365
Winston Orellana AE	0.000	0.010	0.010	0.010	0.010	0.010	0.010	0.010						0.07	12
Mike Bartholnew, PSM BEC	0.000	0.010	0.010	0.010	0.010	0.010	0.010	0.010						0.07	12
<b>SubTotal</b>	<b>0.3</b>	<b>1.9</b>	<b>1.9</b>	<b>2.4</b>	<b>2.4</b>	<b>2.4</b>	<b>2.4</b>	<b>1.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>14.4</b>	<b>2512</b>



TAB F. PROJECT IMPLEMENTATION STRATEGY

The City of Miami Springs requested qualifications to perform Construction, Engineering, and Inspection (CEI) Services for the South Royal Poinciana Stormwater and Roadway Improvements Project. The project is approximately 3,486.08 feet in length and is located along South Royal Poinciana (SRP) Boulevard from East Drive to Lejeune Road and it is used to access SE 8<sup>th</sup> Avenue and provides a route to Miami International Airport, Miami Tri-Rail System, and Miami Springs Middle School. **RJ Behar** performed the Roadway Traffic Study for the corridor due to concerns regarding safety and traffic operation deficiencies due to speeding vehicles and cut-through traffic. **RJ Behar's** Traffic Department evaluated measures and roadway improvements to address the encountered deficiencies along the corridor. Those recommendations resulted in the development of roadway plans converting the existing four lanes to a 2-lane facility with a raised median with exclusive left turn lanes, which addressed:

- Safety of the roadway.
- Improved traffic operation conditions, including speeding vehicles and cut-through traffic.
- Flooding in some areas and driveways.
- Revitalization of the South Royal Poinciana (SRP) corridor to improve drainage
- Landscape and beautification the area.

The design documents were prepared by the City's Consultant, Bermello Ajamil and Partners, Inc. (BA), and the design objective is to:

- Reduce the existing number of lanes along SRP Boulevard from two lanes in each direction to one lane in each direction.
- Add a raised median with landscaping to SRP Boulevard beginning at Miller Drive and ending at Coolidge Drive.
- Adding designated turning lanes.
- Dedicating a bike lane in the northwest direction and a shared use lane for both bicyclist and motorist in the southeast direction.
- Adding new landscape and beautification features along the corridor.

The project is scheduled for construction early in January 2023 and to be completed by August 2023. **RJ Behar** proposes the following to meet all time constraints:

**GENERAL ADMINISTRATION OF THE CONSTRUCTION CONTRACT:**

**RJ Behar** will prepare and provide the City of Miami Springs with a seasoned team in the administration of Construction Engineering Inspection (CEI) services for the SRP Improvements. The 0.7-mile complete street improvement project will include:

- Clearing/grubbing,
- Raised landscaped medians,
- Concrete sidewalks,
- Sodding,
- Pavement milling and resurfacing,
- Grading,
- Drainage,
- Signing and pavement marking, and
- Landscaping.

**RJ Behar's Team** believes and practices a proactive approach to manage and administer all construction activities, to be able to provide immediate field engineering solutions to resolve critical issues or conflicts, which cause delays and affect the overall project schedule and goals. Our team's expertise and training has increased our awareness of potential problems and allows us to be in control and stay ahead of "the game."

We will schedule separate meetings with the design team and the prime contractor prior to having the preconstruction conference, and begin setting up an environment of cooperation, trust, and commitment to the project. It is important to have a clear understanding from the design team, as to what commitments have been made to the stakeholders/community and what the activities are that they foresee as potential conflicts during construction. The **Partnering Approach** helps to anticipate, identify, and resolve problems before they impact the project - safety, time, and cost goals, by eliminating or at



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least reducing conflicts, litigation, and claims. With **Partnering**, we prepare constructability reviews of design and set logical and proper activities, durations, and goal milestones. **RJ Behar** documents the construction process and audits the quality requirements compliance with design and specifications, which is a part of our Quality Control and Quality Assurance (QC/QA) Program. It also enhances the effectiveness of the team, establishes common expectations, understanding, and the means of communicating effectively and resolving issues as they arise. Some of the opportunities that will be created are:

- ✓ Effective and Efficient Resolution of Issues
- ✓ Successful Project Closeout
- ✓ Higher Performance Ratings
- ✓ Enhanced Safety
- ✓ Increased Collaboration between all Stakeholders

## ESTIMATING SERVICES

**RJ Behar's Team** will assist the City in analyzing and providing accurate cost estimates with activity breakdown for payment schedules to avoid any cost overruns and keep the project under desirable budget. We will deliver precise cost estimates and schedules by managing all the resources and support by engineering and construction assessments with the City's best interest in the final decision-making. We have developed a wide range of tools to reach the goals as cost estimating spreadsheets and templates using the latest guidelines from the RS Means Construction Costs Database and estimation software.

## PUBLIC INFORMATION/INVOLVEMENT

Our Team will make sure that the contractor coordinates with local businesses and residential property owners in advance when and if construction impacts their access. Our team will ensure that access management is coordinated, so that normal levels of operation along the project corridor are maintained during the entire construction phase. Access to driveways will be maintained throughout the construction duration. We make ourselves available to meet in the public's best schedule hours and at their preferred locations. We have performed public information programs for the FDOT. We can prepare materials for presentations including digital presentations, boards, handouts, etc. and have scheduled public meetings, workshops, and meetings with officials, politicians, and the public. In our previous projects, we have worked with staff members from different departments, service centers, constructions, operations, etc. and have successfully completed tasks in close coordination with staff.



We have prepared Community Awareness Plans and Public Involvement Plans for sensitive projects. These plans identify the project stakeholders, community representatives, and City, County, and local officials. The plan also identifies the need for meetings, whether individually, in groups, or public meetings/workshops and the action plan. These meetings then should be included as part of the project schedule.

## PRECONSTRUCTION MEETINGS/WEEKLY CONSTRUCTION PROGRESS MEETINGS

**RJ Behar** will attend, participate, produce meeting minutes, and lead the preconstruction meetings with the City, design consultant, and contractor. Weekly or bimonthly meetings will be held with the City, public information officer, design consultant, and contractor. These meetings will address the status of construction progress, construction issues, schedule and/or cost concerns, and potential changes or conflicts, present the status of shop drawing submittals, and resolve problems before they become critical. We will prepare weekly meeting minutes and distribute to all meeting attendees, review the two-week look ahead provided by the contractor and provide comments or objections to written statements within the specified timeframe. **RJ Behar** will prepare detailed weekly reports that describe the construction activities, progress, incidents, and issues that have occurred on the construction site and distribute them to the attendees in advance of the weekly construction progress meetings.

## FIELD OBSERVATIONS

Our field inspectors use **Bluebeam Revu** to markup and redline their plan drawings and sheets, insert photos and other annotations onto the document page, making it easy, versatile, and an efficient way of sending RFIs and report any project issues to the team. **RJ Behar** understands that availability of fast and reliable information from our inspection team and communication with the City is key in ensuring favorable project quality results. Our staff is capable of video conferencing from

the jobsite via web-based meetings to quickly disseminate project issues by having direct communication with the project management team and the EOR for immediate resolution of issues. Our inspectors obtain the contractors schedules and ensure that an inspector is always on the site.

#### ENVIRONMENTAL AND SUSTAINABILITY

Construction projects also have the responsibility of being stewards of the environment and improve sustainability whenever feasible. The required environmental controls are normally included in the project specifications, the stormwater pollution prevention plans (SWPPP), erosion control plans, and the environmental permits conditions. General contract provisions also require that contractors follow all federal, state, and local ordinances regarding pollution control, protection of wetlands, surface waters, and endangered species.

**RJ Behar** will ensure that the contractor obtains all necessary permits for the project's construction and will provide the City of Miami Springs with copies of signed acceptances obtained from any maintaining agency, state, city, or county. We will ensure that the contractor follows the approved environmental and erosion control plan in detail, and that all elements are installed prior to any work activity to prevent erosion, retain sediments, and prevent run-off of pollutants from discharging into the existing stormwater system. If the project requires the use of the National Pollutant Discharge Elimination System (NPDES) General Permit, our inspectors have completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The contractor will be familiar with the requirements outlined in the Federal Register, Vol. 87, No. 15, Monday, January 24, 2022, pages 3522 to 3532 "National Pollutant Discharge Elimination System (NPDES) 2022 Issuance of General Permit for Stormwater Discharges from Construction Activities" and 62-621.300 F.A.C. **RJ Behar** will ensure that all construction activities are performed in compliance with the NPDES permit requirements and within the allowable methods outlined in the approved Stormwater Pollution Prevention Plan (SWPPP), and that the contractor implements Best Management Practices (BMP's) to avoid any environmental impacts.

#### CONSTRUCTION & DEMOLITION DEBRIS MANAGEMENT

**RJ Behar's Team** will ensure proper construction and demolition debris management alongside with the contractor and city environmental requisites for a proper disposition. During demolition, our team will ensure that the contractor develops a method of containing concrete or debris. Installation and handling methods are very important in ensuring that unnecessary damage does not occur. We have performed crack inspections prior to construction and documented accordingly.

#### SPECIALTY DESIGN CONSULTANT SITE VISITS

**RJ Behar's Team** will manage any specialty site visits requested by the contractor or City and conducted by the design consultant. When requested, we will coordinate and notify the Engineer of Record (EOR), to discuss and meet at the construction site for any issue resolutions.

#### DAILY REPORTS

Our daily reports include the following information: Weather, workforce hours, description of the work including location, equipment, documentation of subcontractors performing work, testing that was performed, any issues that arise, delays and what caused the delay, descriptions of any disputes, records of all materials delivered to the job site, any communication that transpired between any of the stakeholders, and photographic evidence. **RJ Behar** has the experience to upload daily reports in e-Builder™.

#### PHOTOGRAPHIC RECORDS

The **RJ Behar** inspection staff utilizes various mobile applications like SurveyCam and Solocator, which documents the date, time, and location of all the photos taken to better serve our clients with accurate record keeping. Our staff can also utilize drone photos to document the beginning of the project and end of the project. This will give the City a bird's eye view of the project. We also utilize Bluebeam Revu, which allows markups directly in the field.

#### ADHERENCE TO CONSTRUCTION DOCUMENTS

Keeping accurate day to day records of the project activities, logging, and tracking RFIs and Shop Drawings, and monitoring the construction schedule will be part of our duties. It is extremely important that all project documentation and records be maintained not only throughout the construction period, but for a period of up to five years as per the federally-funded

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agreements. Our team will ensure that project files contain all required documentation including the NEPA document, agency coordination letters, checklists, State agreements, permits, change orders, preliminary engineering reports, construction records, diaries, field books, material test reports, certified payrolls, labor compliance reviews, EEO reviews, etc., and these are all submitted to the City of Miami Springs at the final project close-out. Our CEI Team will make certain that these project documents are received and submitted in a timely manner.

### DELIVERY OF UNACCEPTABLE MATERIALS TO THE JOBSITE

The **RJ Behar Team** will review and monitor all materials brought or delivered to the jobsite. Our team has a process that is adhered to when it comes to ensuring all materials incorporated in the project are approved either via shop drawings, material certification or the item is listed on the Approved Products List (APL). During the contractor's submittal process, we maintain a log of all submittals. Should a material arrive to the jobsite not listed on the log, the inspection staff will immediately notify our Project Administrator and the City, so a Non-Compliance Notice can be issued to the contractor that day. The inspection staff will monitor the location of the unacceptable material to ensure those materials are not incorporated in the project by any means. Furthermore, **RJ Behar** will coordinate with the contractor's quality control personnel and the testing laboratory to ensure all materials are properly sampled and tested. We achieve compliance in this area by maintaining a log of all acceptable materials and providing such log to the inspection staff at the start of the project as well as when something is added. In our experience on the Nova Drive Project, we would discuss the two-week look ahead with the contractor at the progress meetings to ensure we coordinated and scheduled all the required tests and samples. This also ensured that the contractor's testing and the verification testing were done at the correct intervals.

Our team will review the test results for accuracy and comparison, log the results, maintain the documents, and upload them into the city e-Builder system on a weekly basis. We will send those reports to the City Project Manager for review. **RJ Behar** will review the City's independent laboratories monthly invoices for accuracy, cross check against the e-Builder system and provide a recommendation for payment to the City.

### ISSUANCE OF NONCOMPLIANCE NOTICES

**RJ Behar** will notify the City when they are aware of a condition that is believed to be in noncompliance with the construction documents. Anytime **RJ Behar** notices a potential construction problem or a condition that could result in noncompliant materials, equipment, or workmanship, we will determine whether the condition poses an immediate threat to public health or safety and if there is compliance with the design plans. If there is no threat to public health or safety, an immediate verbal notification or "Pre-noncompliance Notice" of the potential noncompliance will be issued to the contractor and the City will be notified. This verbal notice will be documented in the project daily report, as well as in writing to the contractor. The City's Project Manager will be advised of the potential construction problem, error, or deficiency. If the contractor fails to respond to the verbal notification within a reasonable timeframe, we will notify the City and the City's Projects Coordinator and will issue a written Non-compliance Notice. If a condition poses an immediate threat to public health or safety, **RJ Behar** will notify the Contractor and City immediately. Notices will include a description of the work that does not meet the construction contract requirements, along with a required timetable for corrective work to be implemented. Other items that should be included in the Notice include a reference to the provision of the construction documents that have been violated.

### DAMAGE TO EXISTING FACILITIES

Any damages that occur during construction will be documented on the daily reports and all parties involved will be notified. Our inspectors perform surveillance prior to the project beginning and make notes and, if necessary, photograph any items that could be of importance.

### REQUESTS FOR INFORMATION/SHOP DRAWING SUBMITTALS/CONSTRUCTION DOCUMENT CLARIFICATION

**RJ Behar** is aware of the time sensitivity factor in reviewing project submittals from the contractor, such as Requests for Information (RFIs) and Shop Drawings. When RFI's involve design issue interpretations, **RJ Behar** will coordinate with the design consultant, as needed, to resolve the contractor's RFIs, construction document clarifications, field orders, and other related correspondence. We will also verify that the design consultant is providing a written response to RFI's in a timely manner for processing, logging, and distributing all RFI's. We will upload all RFI's responses to E-Builder, which is the current City's document management system. We will keep a tracking log for each project submittal, documenting all the major milestones from the date received all the way to the date approved and submitted back to the contractor. Our team will coordinate closely with the EOR and ensure they perform quick reviews within 3 to 5 business days for RFIs, and within 5 to 7 business days for shop drawings.

#### SCHEDULE CONTROL

Our Team is proficient with the logic involved in scheduling projects. We use Primavera P6 Professional and Microsoft Project software to analyze the contractor's baseline, monthly updates, and as built for compliance with the contract documents. We will review the construction schedule completeness, logic, durations, activity, float, milestone dates, concurrency, and resources allocation. We will review if the construction schedule conforms with phasing and MOT sequences, including contract modifications, provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the contract documents. The contractor baseline schedule will be requested to be submitted at the preconstruction meeting and reviewed by **RJ Behar** Team. At the progress meetings, we will request and review the contractor's two week look-ahead schedules to forecast upcoming work, and coordinate/monitor the field operations to assist in achieving anticipated target dates and/or any possible delays, resources related. With each progress application for payment, the contractor will be required to submit for approval an updated monthly construction schedule clearly showing the progress of the construction work and impacts to work activities, if any. **RJ Behar** will closely monitor daily work activities, paying special attention to the crew's production rates, as in past projects has served as another tool for measuring work performance as well as forecasting problems and project setbacks.

#### PAY REQUISITIONS

**RJ Behar** will verify the contractor's pay requisition quantities and sign-off on all requisition in the field. We will compare the quantities with the delivery tickets. We will review the contractor's monthly payment requisition to confirm the status of completed and uncompleted work and stored materials. We will inform the City of quantities being approved for subsequent concurrence for payment purposes. We understand that the City will approve all pay requisitions.

#### EQUIPMENT TESTS, SYSTEM START-UP, MATERIAL TESTING

Our Team will review the contractor's QC Plan prior to project commencement for adequacy. It is important that all materials brought to the project come from an approved source (concrete, steel, asphalt, etc.), be certified, and/or be on the FDOT Qualified Products List (QPL). The contractor must provide a quality control laboratory to sample and test the materials, as required by the project specifications. **RJ Behar** will perform the required verification testing. It is also very important that all manufacturing processes take place domestically, according to the "Buy America" provisions that are required on all Federal (LAP) Funded Projects.

**RJ Behar** has added **AREHNA Engineering, Inc.** to perform all materials testing required for any project. **AREHNA's** highly qualified professionals are skilled in a wide variety of exploration techniques including Standard Penetration Testing, Cone Penetration Testing and Geophysical Surveys to characterize sites. They have experienced, in-house drilling capabilities allowing them the flexibility to control the schedule and minimize costs. The following are field services typically performed: Soil boring and sampling; shallow auger boring; standard penetration test borings; hollow stem auger borings; piezometer installation; borehole permeability testing; double ring infiltration testing; test pits; and pavement coring.

The **RJ Behar Team** will utilize a tracking and documentation system for pay items and materials sampling to set up logs and spreadsheets. Some of the key highlights for preparing and submitting a zero-error Final Close-Out and Material Certification package include:

- ◆ Final Estimate Checklist, Time Folder; Quantity Overrun-Under Run Summary; Weather and Holidays Extensions.
- ◆ RFIs, Supplemental Agreements; Work Orders; Fuel and Materials Escalation Costs Adjustments, if any.
- ◆ Signed and sealed As-Built plans.
- ◆ Project Documentation is in order.
- ◆ Material Certification Package; Approved Quality Control Plan.
- ◆ Material test sampling records closed out prior to project acceptance.
- ◆ All contractors' warranty documentation submitted by final acceptance.

#### RECORD DRAWINGS

The **RJ Behar Team** will monitor, on a daily basis, that record drawing mark-ups are properly maintained by the contractor. **RJ Behar** will review the record drawing as deemed necessary by the City. Contractor's failure to maintain the record drawings in up-to-date condition may be deemed grounds for withholding the contractor's monthly payment requisitions until the record

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drawings are brought up to date. **RJ Behar** will notify the City if it considers the mark-up documents insufficient. The City will make the final determination of payment withholding. Also, we will track a complete and accurate record of all activities and events related to each project operation and confirm the verification process of all work completed including pay item quantities. Our contract compliance specialists will document, in our daily record, any significant event or change performed to ensure an accurate as-built record drawings of the project.

### SAFETY

**RJ Behar** has a Safety Policy in place that is continuously updated and modified to the changing elements. We recognize safety obligations extend to recognizable hazards that **RJ Behar** may note while in the normal conduct of onsite business. If a situation presents itself, the following procedures will be followed:

- ◆ Immediately direct personnel to remove themselves from the apparent danger.
- ◆ Notify the contractor's superintendent immediately.
- ◆ Notify the contractor of the situation, both in writing and verbally.
- ◆ Issue a written Notice of Noncompliance.
- ◆ A full report in the dailies of the unsafe incident, all actions taken, and all documentation.
- ◆ Photograph all concerns.
- ◆ If the Contractor does not make corrections, **RJ Behar** will notify the City.
- ◆ **RJ Behar** will review the situation with the City for further direction.
- ◆ The condition and all conversations and correspondence will be recorded in the project daily report.
- ◆ In the case of a construction-related accident, **RJ Behar** will notify the City of the accident and will direct the contractor to prepare an accident report.

### QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

**RJ Behar** will follow a pro-active style approach for the QC/QA Program. This process includes a comprehensive review of the project scope, specific roles for each team member, identification of specific QA/QC activities, scheduled tasks, and detailed procedures for ensuring that the services provided meet or exceed the City's expectation. The primary objective outlined in our QA Plan is to ensure a capable staff, verifying the quality of the contractor's deliverables to be incorporated into the project, and monitoring all related activities to ensure compliance and conformance with the contract documents.

There will be two types of QA Reviews conducted by the RJ Behar Team. The first type is a **Project Level Internal Audit Review** performed by the assigned CEI staff on a regular basis to evaluate the adequacy of staff, equipment and resources, procedures, and documentation. The project level QA will be focused on critical requirements; these are to be used as indicators of the overall quality of the CEI and management effort. The findings will be summarized and maintained in the Project-level QA file at the CEI office. The second type of QA review will be the **Corporate-Level Audit Review performed by the QA Manager**. Corporate-level project reviews and administrative audits will cover those areas identified in the scope of services. The corporate-level review will also consist of an assessment-category on critical requirements and will follow the same procedure as used for the project-level review. At this level, corrective actions and/or recommendations for improvements will be reported and the findings will be summarized and submitted within 7 days of performing the audit to the City's Project Manager. **RJ Behar** will adhere to our in-house QA Program, establish and maintain all lines of communication between all interested parties, keep the public informed of all construction related information, monitor and closely track the construction schedule, maintain strict coordination with our internal staff as well as with the City, and ultimately ensure that the contractor builds the project per the required plans and specifications, building codes - and all within the construction budget and time. **RJ Behar** will furnish the City with a QA Plan within 15 calendar days after the award of this agreement. The QA Plan will detail the procedures, evaluation criteria, and instructions pursuant to this Services Agreement. Significant changes to the work requirements will require us to revise the QA Plan. **RJ Behar** keeps the plan current with the work requirements. The plan will include, but not be limited to:

- ◆ QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities, and autonomy of the QA organization will be detailed as well as the names and qualifications of personnel in the quality control organization.

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- ◆ Methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
- ◆ Outline the types of records which will be generated and maintained during the execution of the QA program.
- ◆ Methods used to control subconsultant and vendor quality.
- ◆ An officer of the **RJ Behar** will certify that the inspection and documentation were done according to specifications, plans, City standards, and City procedures.
- ◆ Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records will indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken.

## PROCEEDING WITH DISPUTED WORK

If an agreement cannot be reached on a change order, the contractor must carry on the work and adhere to the project schedule in accordance with the construction contract general conditions. **RJ Behar** shall log all forced work efforts related to disputed change orders on a forced work daily log reports, which shall be signed and dated by **RJ Behar** and the contractor's representative at the completion of each workday. We will keep the City informed of all documentation.

## MAINTENANCE OF TRAFFIC (MOT)/TEMPORARY TRAFFIC CONTROL PLANS (TTCP)

**RJ Behar** will ensure that the contractor abides by the approved TTCP, applicable Design Standard (600 Series) and current MUTCD documents. Open trenches and drop-off areas shall be properly secured and covered-up to assure the safety of both vehicular and pedestrian traffic. **RJ Behar** will request the contractor's approved TTCP at the preconstruction meeting for general information purposes. **RJ Behar** will verify MOT compliance in the field. Other important features of the maintenance of traffic include:

- **RJ Behar** will check MOT throughout the day-to-day operations and conduct on-site meetings no less than one per week.
- All flagmen working on the project must be certified and utilize hand-held radio communication.
- All construction signs, arrow boards, VMS boards, temporary signals, and traffic control devices will be inspected.
- We will ensure that the pedestrian passage is clean, safe, and free of obstructions.
- All drop offs will be protected, as per Standard Index 600.
- Property access will always be maintained.
- We will conduct weekend visits to assure that all MOT devices are functional, clean, and clearly visible.

## CONTRACTOR REQUEST FOR SERVICES

**RJ Behar** is aware that if the contractor requires services from the City, the contractor must send us notification in writing, and we will forward the request to the City with a minimum of three working days prior.

## SUBSTANTIAL COMPLETION

The contractor will notify **RJ Behar** when they feel they have reached substantial completion. We will verify that the work has progressed to the substantial completion in accordance with the construction documents. **RJ Behar** will contact the City to agree on a schedule for conducting a "walk-through" inspection. We will perform the "walk-through" with the contractor, EOR, and the City, and prepare a punch list with the remaining items to be completed, which will be attached to the certificate of Substantial Completion.

## FINAL COMPLETION AND PROJECT CLOSEOUT

**RJ Behar** will ensure that all items on the punch list have been addressed and the final walk-through will be performed with the contractor. The following steps must be taken before the project can be considered finalized:

- ✓ Final Inspection has been done, and all outstanding punch-list items completed
- ✓ Final payment request submitted with consent of Surety for Final payment
- ✓ Receipt of Contractor's Certification of Final Completion
- ✓ Submittal of releases or waivers of liens from subcontractors, suppliers, others,
- ✓ Contractor to submit affidavit of payment of debts and claims,
- ✓ Submittal of signed and sealed As-Built Drawings,

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- ✓ Submit to the Engineer all warranties, bonds, certifications, licenses, maintenance agreements, and affidavits for work and equipment, and
- ✓ Submittal of occupancy permits, operating certificates, test certificates.

For any projects that have federal funds, the following items must be addressed to perform project closeout: Complete final cost estimates, final acceptance must take place, final Invoicing to be paid, perform post construction and compliance audits, perform final inspection of site and complete the proper forms, notify the work program office that final invoice have been paid, balance and close the Federal project in the fiscal systems for the funding agency, excess encumbrances must be removed, contract is closed by the work program office.

## DOCUMENTATION/RECORDS RETENTION

Keeping accurate day to day records of the project activities, logging, and tracking Requests for Information (RFIs) and shop drawings and monitoring the construction schedule will be part of our team's ongoing task to ensure that the project is delivered on time. As part of our QA review process, we will perform 30%, 60%, and 90% audit reviews to verify 100% accuracy on the final estimates package, material certifications, and that all project documentation is in place and correct.

**RJ Behar** is very mindful about project management. For construction projects, shutting down is not an option. That is why E-Builder, with its fully integrated platform, is one of the best solutions to manage the entire life cycle of capital improvement programs and projects. E-Builder will track and manage, in real time from the planning phase all the way to completion, keeping all stakeholders informed and projects on time and on budget. The **RJ Behar Team** is very proficient with the E-Builder platform and we have been managing all projects for the SFWMD with this software

## CONTROL OF PROJECT BUDGET

For cost control and budget management, **RJ Behar** utilizes a job cost accounting program that tracks all project charges as they come. The program is Ajera from Deltek, which is customized specifically for Architectural/Engineering firms. This format is then translated into our accounting system and reflected in our progress reports supplied to our clients and summarized in the project tracking spreadsheet, which is then reviewed with the City's Staff monthly. **RJ Behar** will be able to closely track the financial status of the contract at any point in time and notify the City when the work is nearing completion and when the assignment funds or time is expiring. While **RJ Behar's CEI Team** promotes strict compliance with contract documents, every effort will be made throughout the construction to provide input on value engineering to reduce time, cost, and valuable resources.

## UTILITY COORDINATION:

Utility coordination is one of the most challenging, especially when the relocation work is to be performed concurrent with the construction work. **RJ Behar** will coordinate with the contractor any of the expected and unexpected utility relocation work with the affected utility companies. We have worked closely with many utility representatives in prior projects and have established an excellent working relationship with all of them. We will begin coordination with the utility owners before the preconstruction conference; we will hold separate utility conferences with each of the utility owners as early as possible to discuss the upcoming project schedule and their relocation activities. Utility coordination issues will be an agenda item to be discussed at all bi-monthly progress meetings. ***We believe and encourage that close coordination and effective communication is the key for any project to be successful.***



**RJ Behar** has added **Biscayne Engineering Company, Inc. (BEC)** to our team to assist with boundary and topographic survey, route surveying, plat and coordination, geometry mean & ordinary highway lines, bathymetric and hydrographic surveys, coastal surveying, right-of-way mapping, GIS development services, and subsurface utility exploration (SUE). **BEC** uses state-of-the-art electronics in survey services and computer-aided design and drafting brings both accuracy and rapid turn-around time to their clients.

## APPROACH TO PROJECT SCOPE & PROJECT CHALLENGES:

The construction project, as depicted on the contract documents, is to be completed in approximately 6 months. **RJ Behar** has conducted several visits to the site and reviewed the plans and specifications. In our experience, the time constraint is

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always the most challenging issue for this type of project, which is due to the many stakeholders to be accounted for, beginning with the users of the corridor, utility owners and maintenance agency to adopt the project. We have the experience working on this type of project. **RJ Behar** has worked with the City of Miami Springs, FDOT, and Miami Dade Traffic Department and have the necessary knowledge in the process, coordination, and working with the contractor to build an excellent and high quality project.

From site visits and our experience, we have identified several issues and will explain how we are going to approach them to create a successful project:

- **Asphalt Rutting Issues in the Pavement:** **RJ Behar** identified several areas where the pavement shows rutting conditions. **Approach:** We will investigate with the contractor if the base on these areas needs to be reworked as per FDOT Standards. This coordination will be needed just after the milling operation and will be well documented for pay purposes.
- **Ponding Water:** **RJ Behar** also noticed that the water accumulates on various driveways. **Approach:** We will coordinate with contractor and our surveyor to harmonize and verify all the designed elevations vs. existing and come up with the elevation that eliminates this issue, which could be a potential hazard for bicycle users.
- **Access Maintenance:** The South Royal Poinciana Boulevard corridor has many residential and commercial entrances that can be impacted due to the construction improvements. We understand the importance of communication and coordination to be the key for success. **Approach:** Ms. Stacy Sookdew-Sing, our Project Administrator, in coordination with City Public Information Officer, will notify each residential complex, business and commercial owner of the construction schedule and will coordinate with our inspectors and the contractor to keep access open. **RJ Behar** will coordinate specifically with the City and keep them informed of every detail on the approved TTCP to ensure there are no interruptions with the driveways and access streets of the corridor. We will assist the contractor in coordinating all permits, lane closures, and detours 14 days prior and ensure the work is planned with the City and Miami-Dade County Traffic Operation Office restrictions.
- **Utility Coordination:** Throughout the corridor there is substantial demolition of the existing pavement to accommodate the new median. This demolition needs to be coordinated with the utility agencies; specifically, the water main that goes from Sta. 125+00 to 132+25 and the gas line crossing the SRP Boulevard on Sta. 105+00. **Approach:** We will coordinate with the contractor any of the expected and unexpected utility location work with the affected utility companies. We have worked closely with many of these utility representatives in prior projects and we have established an excellent working relationship with all of them. We will begin coordination with the utility owners before the preconstruction conference; will hold separate utility conferences with each of the utility owners as early as possible to discuss the upcoming project schedule and their relocation activities. Utility coordination issues will be an agenda item to be discussed at all bi-monthly progress meetings. We strongly believe that clear coordination and communication is the key for this project to be a successful one.
- **Defective Sidewalks:** During our site visit, we encountered various cracked and damaged sidewalks, as well as various deep holes under some of them. **Approach:** **RJ Behar** will coordinate a meeting with the contractor and the city to resolve these issues, document them, and ensure that they are addressed in the contract; especially the ones with deep holes that may cause a major issue to the City.
- **Bid Pay Items:** On our review of the bid documents, we noticed that some of the pay items are duplicated. **Approach:** We will request a meeting with the EOR and the City to clarify these pay items and ensure that the City's funds are properly spent. An example of this are pay items 0520-1-10 Concrete Curb and Gutter Type F and 570-1-3 Performance Turf. **RJ Behar** will clarify with the EOR pay item 0527-1 Detectable Warning with notes indicating a unit of measurement of linear feet instead of square feet, which is the standard.

Finally, **RJ Behar** will examine the work performed receipt of the Contractor's Certificate of Substantial Completion of the Project. A punch list of any defects and discrepancies in the work required to be corrected by the contractor shall be prepared by **RJ Behar** in conjunction with representatives of the City and satisfactory performance obtained before we recommend execution of Certificate of Final Acceptance and final payment to the contractor. **RJ Behar** will obtain, from the contractor, all warranties, guarantees, operating and maintenance manuals for equipment, as applicable, releases of lien and any other documents or certificates as may be required by applicable codes, laws, policy regulations and the specifications, and deliver them to the City. **RJ Behar** will review and recommend action on the proposed change orders within the scope of the Project initiated by others and initiate proposed change orders as required by his/her own observations with the City's concurrence.



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**  
**FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23**

**RJ Behar** will help with ensuring the contractor's compliance with the contract documents relative to, 1) Prevailing wage requirements, and 2) Final close out and clean-up of the project. **RJ Behar** understands that this is a project in which may be fully, or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan. The Project is funded through a State of Florida appropriation administered by the Florida Department of Transportation (FDOT), pursuant to a State-Funded Grant Agreement (Contract No. G2910) dated June 6, 2022, and needs to comply with FDOT procurement requirements:

- Disadvantaged Business Enterprise (DBE) Program, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part through City's funds.
- No Local or State Hiring Preferences, in accordance with 23 CFR 635.117, 23 CFR 635.112(2), 49 CFR 30, and Section 225.0091, Florida Statutes, local and state hiring preferences will not be allowed.
- Prohibition on Public Agency Competition, in accordance with 23 CFR 635.112(e), no public agency shall be permitted to bid in competition or to enter subcontracts with private contractors under this solicitation or in connection with the Project.
- Respondent/Consultant shall comply with all terms and conditions of the State Contract and all federal, state, and local laws and regulations applicable to this Project.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

*The **RJ Behar Team** is committed to providing the **City of Miami Springs** with the highest possible quality of CEI services to meet and exceed the City's requirements and needs. We pledge to provide personalized services and look forward to the possibility of working for the City on the South Royal Poinciana Stormwater and Roadway Improvements Project.*



TAB G. SPECIAL CONSIDERATION

TAB G. SPECIAL CONSIDERATIONS

**RJ Behar** has the capabilities to perform construction engineering inspection on major highway projects to minor utility projects that can arise on a moment's notice. We performed construction inspection and management of an Emergency Water Main Repair for the City of Pembroke Pines, which included full construction management services for the emergency repair of a 16" PVC transmission water main that ruptured along Pines Boulevard east of 145<sup>th</sup> Avenue. The project also included the removal and replacement of two driveways, which connected a shopping center to Pines Boulevard, striping, and installation of ADA sidewalk ramps. The cost/fees paid were \$8,000 and the construction cost was approximately \$50,000. This project was executed as "Time and Materials," therefore a meticulous tracking of all contractor activities and final cost estimates was required. We can also perform construction inspection and management of an extensive project, as we did for the FDOT/Pembroke Pines on the Pines Boulevard/I-75 Interchange project. The cost/fees were \$1,592,490 and the construction cost was approximately \$11,200,000. No job is too big or too small.

The team proposed for this contract possesses the experience to bring any project with federal funds to a successful completion. We feel that this experience allows us to integrate multiple disciplines together and streamline our project staffing needs such that several individuals may function in a variety of roles complementing and supplementing one another, thereby allowing us to reduce the overall number of project personnel needed, while still effectively managing the needs of the project for the City, and thus offering an added value to reduce the overall number of project personnel needed, while still effectively managing the needs of the project for the City, offering an added value of project savings to the City.

**RJ Behar's** Compliance Specialists have specific FDOT Training to fulfill this position. They will ensure the goals of the anticipated Disadvantage Business Enterprise (DBE) statement are achieved per established Federal and State regulations, which necessitates monthly examining of payments to the prime contractor and/or subcontractors. They can assist the project engineer and project administrator by preparing and processing weekly reports, monthly progress reports, standard weather letters, Laboratory Information Management System (LIMS) data entries and monthly invoicing and uploading all documentation into the Grant Application Process (GAP) program for FDOT.

**UP-TO-DATE TECHNOLOGY**

The **RJ Behar Inspection Staff Team** will be equipped with laptop/surface computers/tablets and high-speed internet air cards, which enables them to have full remote access to their emails, daily document reports, project tracking spreadsheets, E-Builder, etc. These features help to expedite communication with the office and City's Staff at a moment's notice, complete their daily entries, as well as enter sample and test information on-the-spot from the project site without having to be physically in the office. Additionally, our inspectors utilize smart phones and tablets that have scanning capabilities, which allows them to transmit any marked-up field documentation, plan sheets, etc. to the appropriate parties, which in turn can be resolved in the field without any further delay. Our team is knowledgeable with E-Builder, Smart Sheet, Expedition, Blue Beam Revu and many other construction software programs.



**RJ Behar** is proposing an experienced team, having worked on similar CEI projects, with a strong understanding of the processes and paperwork involved with this type of contract, a well-organized approach with an attention to detail and the City's needs, a proactive, coordinated management plan, and the tools necessary to be successful and service the City beyond their expectations. Our team will work closely with the City's Project Manager, maintain good communication with all parties, and will act as a direct extension of the City's Staff, ensuring a seamless and efficient operation.

We pledge personalized service and will ensure the overall successful completion, while adhering to quality, timeliness, and budget. The City can always expect the following from the **RJ Behar Team**:

1. Timely and resourceful staffing on all project assignments,
2. Accurate maintenance of all project records, status reports, and documentation,
3. Undivided attention to quality control,
4. Sensitivity to schedules and budgets,
5. Priority service, and
6. A team with local and relevant experience.



TAB H. LITIGATION STATEMENT

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**FORM 7  
DISPUTE DISCLOSURE**

**Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.**

**1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?**

YES \_\_\_\_\_ NO   X  

---

**2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?**

YES \_\_\_\_\_ NO   X  

---

**3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?**

YES   X   NO \_\_\_\_\_

  Please see supporting documents immediately following this page.  

---

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

**Firm:**   R.J. Behar & Company, Inc.  

**Authorized Signature:**     

**Date:**   11/30/2022  

**Print or Type Name:**   Robert J. Behar, PE  

**Title:**   President



## LITIGATION HISTORY

**R.J. Behar & Company, Inc.** was served a summons on 9/21/2021 by Carol Needleman, Plaintiff V. City of Delray Beach, Edwards Intracoastal, LLC., Sealand Contractors Corp., R.J. Behar & Company, Inc., Urban5 Constructors, LLC., and Florida Department of Transportation, CASE NO.: 50-2021-CA-005688-XXXXMB. **RJ Behar** was given a notice of voluntary dismissal on 6/17/2022 – Please see attached.

**R.J. Behar & Company, Inc.** was served a summons on 10/12/2017 by the City of Delray Beach, Case #502017CA008953XXXXMB-AO, accusing breach of contract to the contractor, Foster Marine. R.J. Behar & Company, Inc. performed the construction inspection on the project. There was a dispute regarding materials used. RJ Behar filed a Motion to Dismiss on 11/7/2017. On April 26, 2021, the City of Delray Beach settled in RJ Behar's favor, paying the outstanding invoices, and removing us from the lawsuit.

**R.J. Behar & Company, Inc.** was involved in a civil lawsuit case #10-20071CA (11), filed in July of 2010 in Miami-Dade County. This case was dismissed by Summary Judgment in **RJ Behar's** favor by the governing judge in March of 2015 and by the Supreme Court in 2019. Please see attached Supreme Court Order.

Please refer to the case and dismissals following this report. There is no litigation involving any of the key personnel submitted in this proposal.

**Arehna Engineering, Inc.** reports no litigation within the past three years.

**Biscayne Engineering Company, Inc.** submits the documentation immediately following these pages.

IN THE CIRCUIT COURT OF THE 15TH  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA  
CASE NO.: 50-2021-CA-005688-XXXXMB

CAROL NEEDLEMAN,  
Plaintiff,

v.

THE CITY OF DELRAY BEACH,  
EDWARDS INTRACOASTAL, LLC.,  
SEALAND CONTRACTORS CORP., R.J.  
BEHAR & COMPANY, INC., URBAN5  
CONSTRUCTORS, LLC., and FLORIDA  
DEPARTMENT OF TRANSPORTATION,  
Defendants.

**AMENDED NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE**

COMES NOW, Plaintiff, CAROL NEEDLEMAN, by and through the undersigned counsel, and hereby voluntarily dismisses with prejudice all claims against Defendant, R.J. BEHAR & COMPANY, INC, only.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on June 17, 2022, a true and correct copy of the foregoing was furnished via Florida E-Portal to William Bennett, Esq., Office of the City Attorney City of Delray Beach, Florida, 200 NW 1st Avenue, Delray Beach, FL 33444, bennettw@mydelraybeach.com and eservice@mydelraybeach.com, and Michael E. Reed, Esq., and Andrew Willers, Esq., Wicker Smith O'Hara McCoy & Ford, P.A., 100 S. Ashley Dr., Suite 1800, Tampa, FL 33602, awillers@wickersmith.com and apierce@wickersmith.com, and Gary F. Baumann, Esq., and Sophia Huda, Esq., Baumann, Gant & Keeley, P.A., 1401 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301, gbaumann@baumannlegal.com; dcaleca@baumannlegal.com; shuda@baumannlegal.com and swalters@baumannlegal.com, and Stephen N. Harber, Esq., and Michael J. Dulman, Esq., Cole, Scott & Kissane, P.A., Esperante Building, 222 Lakeview Avenue,

Suite 120, West Palm Beach, FL 33401, stephen.harber@csklegal.com; Michael.dulman@csklegal.com and karina.rizo@csklegal.com and James L, White III, Esq., and David C. Dunham, Esq., White & Russell, P.A., 11641 Kew Gardens Avenue, Suite 101, Palm Beach Gardens, FL 33410, pleadings@wrtrial.com; dunlap@wrtrial.com; white@wrtrial.com and dunham@wrtrial.com.

A. CHIARELLO LEGAL, P.A.  
Attorneys for Plaintiff  
200 SE 6th Street, Ste. 304  
Fort Lauderdale, FL 33301  
Telephone: 754.444.9940  
Facsimile: 954.994.0040  
Primary e-mail: anthony@chiarellolegal.com

By: /s/ Anthony Chiarello  
Anthony Chiarello, Esq.  
Florida Bar No.: 73760



## SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASES

This Settlement and Mutual General Release Agreement (“**Agreement**”) is made as of the Effective Date (hereinafter defined), by and between the City of Delray Beach (“**CODB**”), and RJ Behar & Company, Inc., (“**RJ Behar**”) (collectively referred to as the “**Parties**” and each individually as a “**Party**”).

### RECITALS

WHEREAS, the CODB developed a project known as the NE 2<sup>nd</sup> Avenue Seacrest Beautification Project the purpose of which was in part to provide an aesthetically pleasing streetscape in the City’s Del-Ida Park Neighborhood which included as one aspect of the project the construction of a dedicated bike lane (“**Project**”);

WHEREAS, on May 13, 2016 CODB entered into an Agreement with RJ Behar whereby RJ Behar would provide CEI Consulting Services concerning the Project (“**CEI Contract**”);

WHEREAS, following the installation of dedicated bike lane, problems were observed and concerns raised that the bike lane material was installed with an aggregate that was not included in the product data information for which the bike lane product had been approved;

WHEREAS, CODB thereafter withheld amounts owed to RJ Behar related to the performance of its CEI Contract;

WHEREAS, the CODB filed a counterclaim against RJ Behar and other various parties in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida, case number 502017CA008953XXXXMB-AO (the “**Lawsuit**”), arising from the CODB’s claims related to the Project;

WHEREAS, the CODB alleged that RJ Behar breached its CEI Contract and RJ Behar, as well as other parties, were responsible for the issues concerning the dedicated bike lane;

WHEREAS, RJ Behar disputes that it is responsible for any deficiencies with the dedicated bike lane;

WHEREAS, RJ Behar brought a counterclaim against CODB in the Lawsuit for amounts owed to RJ Behar under the CEI Contract that were not paid;

WHEREAS, CODB and RJ Behar desire to release each other from the claims asserted in the Lawsuit in exchange for the consideration as set forth below.

**NOW, THEREFORE**, and in consideration of the promises and mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, who, intending to be legally bound, agree as follows:

1. **PURPOSE**: The Parties to this Agreement acknowledge that the purpose of this Agreement is to memorialize the resolution of the disputes asserted by or which could have been asserted by and between the Parties, which are relating to the claims which are further described and detailed in the Lawsuit.

2. **SETTLEMENT ACCORD AND SATISFACTION**. This Agreement is intended to and does settle and resolve and constitute a full and complete accord and satisfaction with respect to the claims brought in the Lawsuit and identified within this Agreement between the Parties. This Agreement does not release any other claims by and between the CODB and any other party named in the Lawsuit.

3. **SETTLEMENT SUM**: As a material inducement to and in consideration for the Parties entering into this Agreement, CODB shall pay RJ Behar the total sum of TWELVE THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$12,762.00) (the “**Settlement Sum**”). The Settlement Sum shall be paid within thirty (30) days from the Effective Date (hereinafter defined). The Settlement Sum shall be delivered to the “Daniels Rodriguez Berkeley Daniels & Cruz, P.A., Trust Account” (“**DRBDC Trust Account**”) as counsel for RJ Behar.

4. **DISMISSAL OF ACTION**: Within five (5) days following clearance of the Settlement Sum in the DRBDC Trust Account, RJ Behar and CODB by and through counsel shall file a Joint Stipulation of Voluntary Dismissal With Prejudice with a proposed Order on the Stipulation, which shall provide that the entirety of the Lawsuit as to and between CODB and RJ Behar be dismissed with prejudice, including all claims asserted or could have been asserted between the Parties, with each of the Parties to bear its own attorney's fees and costs, and the Court reserving jurisdiction to enforce the terms of this Agreement.

5. **MUTUAL RELEASE**: In consideration of receipt of the Settlement Sum and the filing of the Stipulation for Dismissal with Prejudice of the Lawsuit and for the other consideration provided for herein, the sufficiency of which is expressly recognized, the Parties for themselves and for their respective predecessors, parent corporations, subsidiaries, holding companies, affiliates, insurers, current or former agents, trustees, officers, directors, executives, employees, attorneys, members, and managers, and for each of their respective heirs, personal representatives, successors and assigns, hereby voluntarily and knowingly, unconditionally and absolutely, WAIVE, REMISE, RELEASE, ACQUIT, SATISFY and FOREVER DISCHARGE one another and one another's predecessors, parent corporations, subsidiaries, holding companies, affiliates, insurers, current or former agents, trustees, officers, directors, executives, employees, attorneys, members, and managers, and each of their respective heirs, successors and assigns (collectively and hereafter referenced and included within the term “Released Parties” for purposes of this paragraph), from, against or in respect of any causes of action, claims, complaints, liens, liabilities, suits, debts, dues, sums of money, accounts, indemnities, guarantees, contributions, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages (actual, statutory or other), injuries, judgments, executions, expenses and all other damages now accrued or hereafter to accrue, of any kind or character whatsoever, in any country or jurisdiction whatsoever, at law or in equity, known or unknown, direct or indirect, fixed or contingent, suspected or unsuspected, including but not limited to, any claims under federal, state or local law or any laws of any country in the world, based upon, related to, arising out of, or resulting from the Project and/or any and all

claims or counterclaims that were or could have been asserted by the Parties in the Lawsuit (collectively, the “Released Claims”). The Released Claims encompass any potential claims for any relief, no matter how denominated, including but not limited to, compensatory damages, statutory damages, punitive damages and attorneys’ fees and costs; provided, however, such release does not include any breach of this Agreement.

**6. NOTICES:** All notices to be given by one Party to this Agreement to the other Party hereto shall be in writing and sent via email to the following addresses:

**If to CODB:** Eric McAliley, Esq. ([elm@lydeckerdiaz.com](mailto:elm@lydeckerdiaz.com))

**If to RJ Behar:** Daniel Pelz, Esq. ([dpelz@drbdc-law.com](mailto:dpelz@drbdc-law.com))

**7. NO EFFECT ON OTHER PARTIES OR CLAIMS:** The terms of the Release and in Paragraph 5 will govern over this section 7. This Agreement is with respect to CODB and RJ Behar, and only as it relates to the claims arising out of or asserted by and between the Parties in the Lawsuit.

**8. DRAFTING OF THE AGREEMENT:** The Parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel of their own choosing. Accordingly, no presumption shall be given in favor of or against any Party in interpreting this Agreement and the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

**9. AUTHORITY:** Each Party represents and warrants to the other that it is duly authorized and competent to execute this Agreement and that any rights or claims that the Parties had, or asserted in the Lawsuit, or may have in connection with Lawsuit as it relates to the Parties have not been transferred to any other person.

**10. COUNTERPARTS:** This Agreement may be executed in counterparts and electronically transmitted; facsimile signatures on this Agreement shall be deemed as originals for all purposes.

**11. EFFECTIVE DATE:** The “Effective Date” of this Agreement shall be the date this Agreement has been fully executed by all Parties.

**12. FURTHER ASSURANCES:** In the event that at any time any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties hereto will take such further action (including the execution and delivery of such further instruments and documents, or the cooperation in obtaining any consents) as any other Party hereto may reasonably request.

**13. GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice-of-law rules.

**14. JURISDICTION AND VENUE FOR ENFORCEMENT:** The Parties agree that the Fifteenth Circuit Court in and for Palm Beach County, Florida shall retain jurisdiction to enforce

this Agreement.

**15. ATTORNEY'S FEES:** Each party to this Agreement, including their respective insurance companies and/or carriers, shall bear its own costs and attorneys' fees in connection with the negotiation and preparation of this Agreement as well as with respect to the Lawsuit and the scope of issues and claims released herein. However, in the event it shall become necessary for any Party to take legal action of any type to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing this Settlement Agreement (at all trial, appellate, and other levels), including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.

**16. ENFORCEMENT:** Should CODB fail to timely pay the Settlement Sum pursuant to paragraph 3 above, then RJ Behar shall be entitled to immediately file a Motion to Enforce with an attached affidavit of non-performance, and the Court shall hear same on an expedited basis with five (5) business days notice of the hearing to the parties.

**17. NO WAIVER CLAUSE:** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**18. NO ADMISSION OF LIABILITY.** This Agreement represents a compromise and settlement of disputed claims. Nothing herein shall be deemed to be construed as an admission by any party or as evidence of any liability, wrongdoing, or unlawful conduct. That Parties acknowledge that this Settlement Agreement has been entered into by them to avoid the costs and expenses of litigation and to settle disputed claims.

**19. KNOWING AND VOLUNTARY: BY EXECUTING THIS AGREEMENT, EACH PARTY HEREBY EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT HAS CAREFULLY READ THIS AGREEMENT PRIOR TO SIGNING IT, THAT THE AGREEMENT HAS BEEN EXPLAINED TO THEM PRIOR TO SIGNING IT, THAT THEY HAVE HAD THIS OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY, THAT THEY UNDERSTAND THIS AGREEMENT'S FINAL AND BINDING EFFECT PRIOR TO SIGNING IT, AND THE PARTIES ARE SIGNING THIS AGREEMENT VOLUNTARILY WITH THE FULL INTENTION OF COMPROMISING, SETTLING, AND RELEASING THE OTHER PARTY AS STATED IN THIS AGREEMENT.**

**20. WAIVER OF JURY TRIAL: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND**


ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS WAIVER OF JURY TRIAL SHALL BE BINDING ON THE PARTIES' PERMITTED SUCCESSORS AND ASSIGNS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER; AND (C) IT MAKES SUCH WAIVER VOLUNTARILY.

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE TO SETTLEMENT AND RELEASE AGREEMENT**

ACKNOWLEDGED, AGREED, AND ACCEPTED:

**CITY OF DELRAY BEACH**, a Florida municipal corporation

By:   
Print Name: ~~LEAH REYN~~  
Title: City Attorney  
Date: June 14, 2021

**SIGNATURE PAGE TO SETTLEMENT AND RELEASE AGREEMENT**

ACKNOWLEDGED, AGREED, AND ACCEPTED:

**RJ BEHAR & COMPANY, INC., a Florida corporation**

By: 

Print Name: Robert J. Behar, P.E.

Title: President

Date: 5/24/2021

# Supreme Court of Florida

MONDAY, APRIL 8, 2019

**CASE NO.: SC18-1756**

Lower Tribunal No(s):

3D15-1049; 3D14-2635; 3D14-3058; 132010CA020071000001

MELITINA VALIENTE, ETC. vs. R.J. BEHAR & COMPANY, INC., ET AL.

---

Petitioner(s)

Respondent(s)

This cause having heretofore been submitted to the Court on jurisdictional briefs and portions of the record deemed necessary to reflect jurisdiction under Article V, Section 3(b), Florida Constitution, and the Court having determined that it should decline to accept jurisdiction, it is ordered that the petition for review is denied.

No motion for rehearing will be entertained by the Court. *See Fla. R. App. P. 9.330(d)(2).*

R.J. Behar & Company Inc.'s motion for attorney's fees is granted in the amount of \$2,500.00, conditioned on the trial court's determination, at the conclusion of the case, that under Florida Rule of Civil Procedure 1.442, R.J. Behar & Company Inc. is entitled to attorney's fees pursuant to a proposal for settlement.

Williams Paving Co., Inc.'s motion for attorney's fees is granted in the amount of \$2,500.00, conditioned on the trial court's determination, at the conclusion of the case, that under Florida Rule of Civil Procedure 1.442, Williams Paving Co., Inc. is entitled to attorney's fees pursuant to a proposal for settlement.

Melrose Nursery, Inc.'s motion for attorney's fees is granted in the amount of \$2,500.00, conditioned on the trial court's determination, at the conclusion of the case, that under Florida Rule of Civil Procedure 1.442, Melrose Nursery, Inc. is entitled to attorney's fees pursuant to a proposal for settlement.

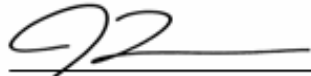
CANADY, C.J., and POLSTON, LABARGA, LAWSON, and MUÑIZ, JJ., concur.

A True Copy

Test:



CASE NO.: SC18-1756  
Page Two



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John A. Tomasino  
Clerk, Supreme Court



dl

Served:

ROY D. WASSON  
CARYN L. BELLUS  
LUIS N. PEREZ  
MARIA LUISA RUBIO  
JOSEPH W. DOWNS III  
HINDA KLEIN  
ELIZABETH ANN IZQUIERDO  
RAMON MANUEL RODRIGUEZ  
CHRISTINE LEONA WELSTEAD  
HON. MARY CAY BLANKS, CLERK  
EDGARDO FERREYRA  
HON. DIANE VALENTINA WARD, JUDGE  
HON. HARVEY RUVIN, CLERK  
JOHN BOND ATKINSON  
JOHN PATRICK KELLER



## LITIGATION STATEMENT

In July 2021, Liubor Slepkykh and Igor Slepkykh, her husband initiated a civil action against Biscayne Engineering Company, Inc. in the Circuit Court of Miami-Dade County, Florida. Biscayne was named along with multiple other defendants. No demand has been made and no depositions have been taken at this time. Biscayne Engineering, Inc. maintains that we should never have been listed as a defendant in this case, as we were never in possession or in control of the property.

In February 2016, Annex Industrial Park, LLC initiated a civil action against Biscayne Engineering Company, Inc. in the Circuit Court in Miami-Dade County, Florida. The case went to a bench trial in December 2019. The Court ordered Biscayne to pay \$200,000 in damages to Annex. The matter is now on appeal before the Third District Court of Appeal.

No licensure, disciplinary, or debarment proceeding is pending. No such proceeding has ever been applied to or administered against Biscayne Engineering Company, Inc.

Biscayne Engineering Company, Inc. has not had any contracts which were terminated for default, non-performance, or delay within the past seven (7) years.

Sincerely,

A handwritten signature in blue ink that reads "Melissa Bolton Calabrese".

**Melissa Bolton Calabrese**

Chief Executive Officer

Date: November 28, 2022

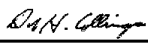
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23



TAB I. INSURANCE

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**  
**FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23**


TAB I. INSURANCE  
**R.J. Behar & Company, Inc.**

Client#: 25186		RJBEHARC																						
<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>			DATE (MM/DD/YYYY) 10/24/2022																					
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</b></p>																								
<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		<b>CONTACT NAME:</b> Sahleem Julien <b>PHONE (A/C, No, Ext):</b> 770-670-5327 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ACECCertificates@greyling.com																						
<b>INSURED</b> R.J. Behar & Company, Inc. 6861 S.W. 196th Avenue Suite 302 Pembroke Pines, FL 33332		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th align="center">NAIC #</th> </tr> <tr> <td>INSURER A : Sentinel Insurance Co Ltd</td> <td></td> <td align="center">11000</td> </tr> <tr> <td>INSURER B : Hartford Casualty Ins. Co.</td> <td></td> <td align="center">29424</td> </tr> <tr> <td>INSURER C : Beazley Insurance Company, Inc.</td> <td></td> <td align="center">37540</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Sentinel Insurance Co Ltd		11000	INSURER B : Hartford Casualty Ins. Co.		29424	INSURER C : Beazley Insurance Company, Inc.		37540	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER F :																								
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 22-23</b>																						
		<b>REVISION NUMBER:</b>																						
<p><b>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b></p>																								
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20SBWBA1624	11/17/2022	11/17/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$																		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		20UEGNG0289	11/17/2022	11/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		20SBWBA1624	11/17/2022	11/17/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$																		
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	20WBGAD8LUV	11/17/2022	11/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000																		
C	<b>Professional &amp; Pollution Liability</b>		V20C99220601	11/17/2022	11/17/2023	Per Claim \$2,000,000 Aggregate \$3,000,000																		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.																								
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>																				
For Proposal Purposes				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																				
				AUTHORIZED REPRESENTATIVE 																				
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ACORD 25 (2016/03) 1 of 1 #S3442020/M3441878		The ACORD name and logo are registered marks of ACORD			SJUL1																			



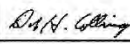
**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**  
**FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23**

Arehna Engineering, Inc.

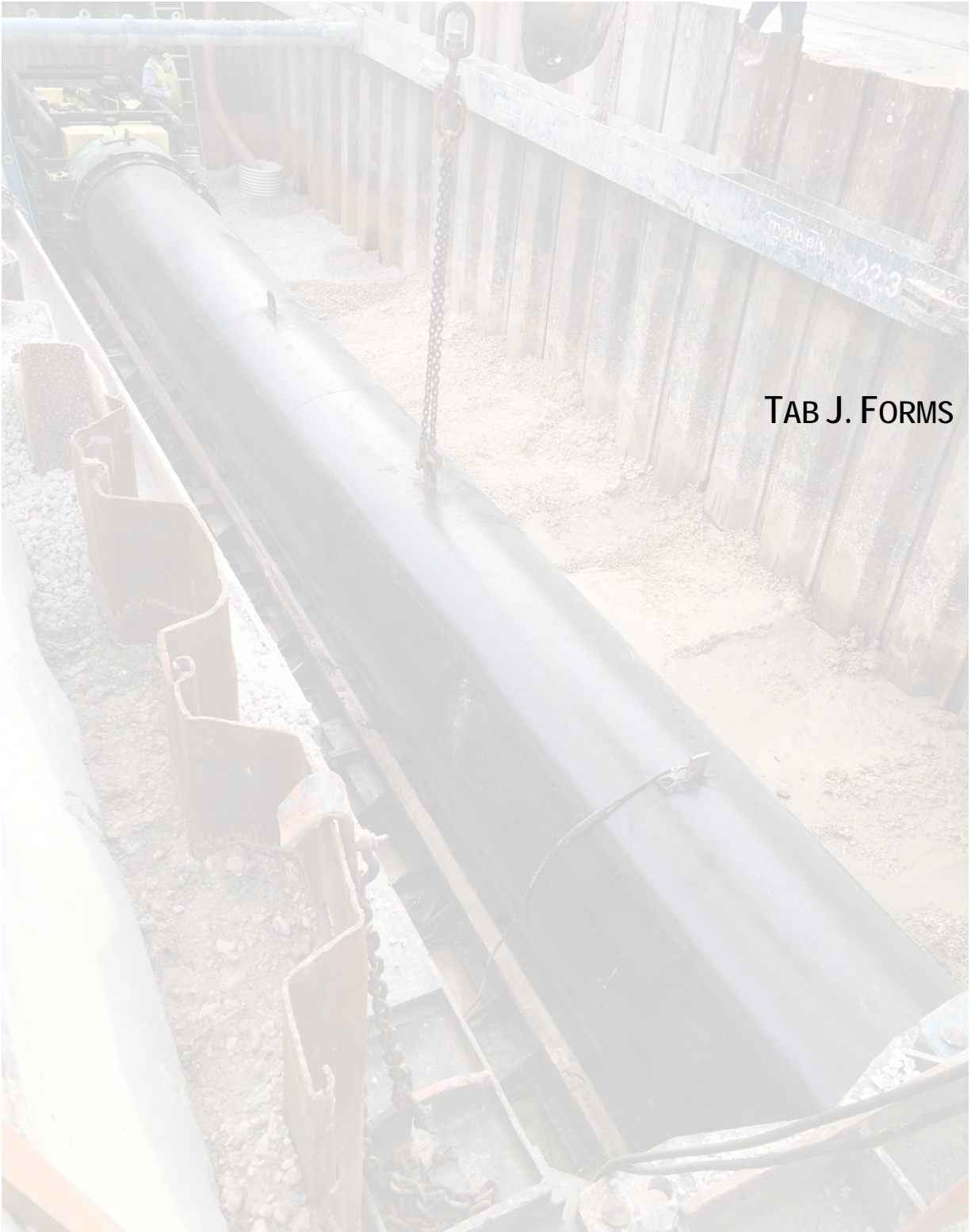
	<b>AREHENG-01</b>	<b>JNGUYEN</b>	DATE (MM/DD/YYYY) <b>5/23/2022</b>			
<b>CERTIFICATE OF LIABILITY INSURANCE</b>						
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>						
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>						
<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): <b>(703) 827-2277</b> FAX (A/C, No): <b>(703) 827-2279</b> E-MAIL ADDRESS: <b>admin@amesgough.com</b>					
<b>INSURED</b>  Arehna Engineering, Inc. 5012 West Lemon Street Tampa, FL 33609	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>RLI Insurance Company A+, XII</b> <b>13056</b> INSURER B : <b>Phoenix Insurance Company A++, XV</b> <b>25623</b> INSURER C : <b>Travelers Indemnity Co. of America A++, XV</b> <b>25666</b> INSURER D : INSURER E : INSURER F :					
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>				
		<b>REVISION NUMBER:</b>				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>		<b>PSB0003479</b>	<b>5/26/2022</b>	<b>5/26/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>Included</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	CLAIMS-MADE   <b>X</b> OCCUR					
	GENL AGGREGATE LIMIT APPLIES PER:					
<b>X</b>	POLICY	PRO JECT	LOC			
	OTHER:					
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>		<b>BA-8R088122</b>	<b>5/26/2022</b>	<b>5/26/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>X</b>	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				
<b>A X</b>	<b>UMBRELLA LIAB</b>	<b>X</b> OCCUR	<b>PSE0002011</b>	<b>5/26/2022</b>	<b>5/26/2023</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
	EXCESS LIAB	CLAIMS-MADE				
	DED <b>X</b> RETENTION \$	<b>0</b>				
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>Y/N</b>	<b>UB-1H227487</b>	<b>5/26/2022</b>	<b>5/26/2023</b>	<b>X</b> PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b> Per Claim/Aggregate <b>2,000,000</b>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<b>N/A</b>				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
<b>A</b>	<b>Professional Liab.</b>		<b>RDP0047193</b>	<b>5/26/2022</b>	<b>5/26/2023</b>	<b>Per Claim/Aggregate 2,000,000</b>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
EVIDENCE OF COVERAGE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2016/03)				© 1988-2015 ACORD CORPORATION. All rights reserved.		
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**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**  
**FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23**

Biscayne Engineering Company, Inc.

Client#: 25366		BISCENGI	
<b>ACORD™</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>	
		DATE (MM/DD/YYYY) 12/30/2021	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>			
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Sahleem Julien PHONE (A/C, No, Ext): 770-670-5327      FAX (A/C, No): E-MAIL ADDRESS: ACECCertificates@greyling.com	
INSURED Biscayne Engineering Company, Inc. 529 West Flagler Street Miami, FL 33130		INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Travelers Indemnity Co of CT      25682 INSURER B: Travelers Indemnity Company      25658 INSURER C: Beazley Insurance Company, Inc.      37540 INSURER D: INSURER E: INSURER F:	
COVERAGES		CERTIFICATE NUMBER: 22-23	
		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>			
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		
	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	6609D522661	01/01/2022	01/01/2023
		LIMITS	
		EACH OCCURRENCE      \$1,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence)      \$300,000	
		MED EXP (Any one person)      \$5,000	
		PERSONAL & ADV INJURY      \$1,000,000	
		GENERAL AGGREGATE      \$2,000,000	
		PRODUCTS - COM/IO/ AGG      \$2,000,000	
		\$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		
	BA3R430324	01/01/2022	01/01/2023
		COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000	
		BODILY INJURY (Per person)      \$	
		BODILY INJURY (Per accident)      \$	
		PROPERTY DAMAGE (Per accident)      \$	
		\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		
	CUP4195T085	01/01/2022	01/01/2023
		EACH OCCURRENCE      \$4,000,000	
		AGGREGATE      \$4,000,000	
		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		
			PER STATUTE    OTH-ER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$
C	Professional Liability	V14835210901	01/01/2022    01/01/2023
		Per Claim \$2,000,000 Aggregate \$3,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: RFQ2020-016PZ. City of Palm Beach Gardens is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)			
CERTIFICATE HOLDER		CANCELLATION	
City of Palm Beach Gardens 10500 North Military Trail West Palm Beach, FL 33410		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	
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ACORD 25 (2016/03)	1 of 2	The ACORD name and logo are registered marks of ACORD	SJUL1
#S3050852/M3050461			

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23



TAB J. FORMS

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**SECTION 4  
FORMS, AFFIDAVITS, AND EXHIBITS**

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

**FORMS**

- ✓ **Form 1: Proposal Checklist**
- Tab D. ✓ **Form 2: Company Qualifications Questionnaire**
- ✓ **Form 3: Certificate of Authority (Complete one of the two forms as applicable)**
  - ✓ **Form 3A: Certificate of Authority (for Corporations or Partnerships)**
  - Form 3B: Certificate of Authority (for Individuals)**
- ✓ **Form 4: Acknowledgment of Addenda**
- ✓ **Form 5: Single Execution Affidavit (contains the following affidavits:)**
  - **Americans with Disabilities Act Compliance**
  - **Public Entity Crimes Act**
  - **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
  - **Business Entity**
  - **Non-Collusion/Anti-Collusion**
  - **Scrutinized Companies**
  - **Acknowledgment, Warranty, and Acceptance**
  - **Ownership Disclosure**
  - **Truth in Negotiation Certificate**
  - **Prohibition on Contingent Fees**
- ✓ **Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))**
- Tab H. ✓ **Form 7: Dispute Disclosure**
- Tab E. ✓ **Form 8: Key Staff and Proposed Subcontractors**
- Tab D. ✓ **Form 9: Reference Letters**
- ✓ **Form 10: E-Verify Affidavit**
- ✓ **Form 11: IRS Form W-9**
- Form 12: [INTENTIONALLY OMITTED]**
- Form 13: [INTENTIONALLY OMITTED]**
- Form 14: [INTENTIONALLY OMITTED]**
- ✓ **Form 15: Florida Department of Transportation (FDOT) Form Package** Most apply to the contractor

**ATTACHMENTS**

*Acknowledge receipt of but not included in the submittal*

The following attachments are attached and incorporated into this solicitation:

- **Attachment A:** State-Funded Grant Agreement (Contract No. G2910) dated June 6, 2022



**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

- **Attachment B:** Draft Contract with Exhibits
  - Exhibit A – Scope of Services
  - Exhibit B – Consultant’s Proposal
  - Exhibit C - Rate Schedule
  - Exhibit D – LAP Requirements
  
- **Attachment C:** South Royal Poinciana Stormwater and Roadway Improvements Project Construction Documents and Plans

CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23

FORM 1  
PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Company Qualifications Questionnaire [Tab D.](#)
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- Form 3A: Certificate of Authority (for Corporations or Partnerships)
- Form 3B: Certificate of Authority (for Individuals)
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts  
(Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure [Tab H.](#)
- Form 8: Key Staff and Proposed Subcontractors [Tab E.](#)
- Form 9: Reference Letters [Tab D.](#)
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- n/a Form 12: [intentionally omitted]
- n/a Form 13: [intentionally omitted]
- n/a Form 14: [intentionally omitted]
- Form 15: Florida Department of Transportation (FDOT) Form Package

Firm: R.J. Behar & Company, Inc.

Date: November 30, 2022

Authorized Signature: 

Print or Type Name: Robert J. Behar, PE

Title: President

CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23

**FORM 3A**  
**CERTIFICATE OF AUTHORITY**  
**(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors / Partners of \_\_\_\_\_

\_\_\_\_\_ R.J. Behar & Company, Inc. \_\_\_\_\_

\_\_\_\_\_ a business existing under the laws of the State of Florida \_\_\_\_\_ (the

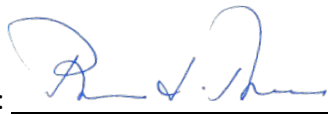
“Entity”) held on \_\_\_\_\_ April 12 , 20 22 , the following resolution was duly passed and adopted:

“RESOLVED, that, \_\_\_\_\_ Robert J. Behar, PE \_\_\_\_\_, as \_\_\_\_\_  
\_\_\_\_\_ President \_\_\_\_\_ of the Entity, be and is hereby authorized to execute this Proposal dated \_\_\_\_\_ December 1 \_\_\_\_\_, 20 22 , on behalf of the Entity and submit this Proposal to the City of Miami Springs, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity’s Seal affixed, will be the official act and deed of this Entity.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity  
this \_\_\_\_\_ 30<sup>th</sup> day of \_\_\_\_\_ November \_\_\_\_\_, 20 22 .

Secretary:   
Print Name: Dereth Behar

President:   
Print Name: Robert J. Behar



CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23

**FORM 3B**  
**CERTIFICATE OF AUTHORITY**  
**(if Individual)**

I, \_\_\_\_\_ ("Affiant") being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_  
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: \_\_\_\_\_  
\_\_\_\_\_ doing  
business as \_\_\_\_\_, the  
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of  
the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated \_\_\_\_\_, and submit  
this Proposal to the City of Miami Springs, and the execution of this Certificate of Authority,  
attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**FORM 4  
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:  
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum 1	11/18/2022	<input type="checkbox"/> Addendum 6
<input checked="" type="checkbox"/> Addendum 2	11/18/2022	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3		<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4		<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5		<input type="checkbox"/> Addendum 10

**Firm:** R.J. Behar & Company, Inc.

**Authorized Signature:** 

**Date:** November 30, 2022

**Print or Type Name:** Robert J. Behar, PE

**Title:** President

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**FORM 5  
SINGLE EXECUTION AFFIDAVITS**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:**

R.J. Behar & Company, Inc.  
NAME OF PROPOSING OR BIDDING ENTITY

By: Robert J. Behar, PE - President  
INDIVIDUAL'S NAME AND TITLE

65-0954070  
FEIN OF PROPOSING OR BIDDING ENTITY

Date: November 30, 2022

**Americans with Disabilities Act Compliance Affidavit**

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

RJB  
Respondent Initials

**Public Entity Crimes Affidavit**

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

RFB

Respondent Initials

**No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit**

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

RFB

Respondent Initials

**Business Entity Affidavit**

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or Responses for goods or services to City.

RFB

Respondent Initials

**Non-Collusion/Anti-Collusion Affidavit**



**CITY OF MIAMI SPRINGS**  
**REQUEST FOR QUALIFICATIONS NO. 02-22/23**

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

RFB

Respondent Initials

**Scrutinized Companies**

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

RFB

Respondent Initials

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**Acknowledgment, Warranty, and Acceptance**

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

RJB

Respondent Initials


**Ownership Disclosure Affidavit**

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Robert J. Behar, PE	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, Florida 33332	84.17 %
Juan H. Vazquez, PE	6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, Florida 33332	15.83%

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
Not Applicable 	

RFB  
Respondent Initials

**Truth in Negotiation Certificate**

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Responses and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

RFB  
Respondent Initials

**Prohibition on Contingent Fees**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Responses and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

    RJB      
Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization  
for all above Affidavits follows on the next page.**

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**In the presence of:**

*Stacey Sookdew-Sing*  
**Witness #1 Print Name:** Stacey Sookdew-Sing  
*Paola Riveros*  
**Witness #2 Print Name:** Paola Riveros, PE

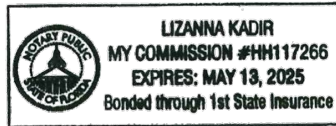
**Signed, sealed and delivered by:**

*Robert J. Behar*  
**Print Name:** Robert J. Behar, PE  
**Title:** President  
**Firm:** R.J. Behar & Company, Inc.

**ACKNOWLEDGMENT**

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_ online notarization, this 30<sup>th</sup> day of November, 20 22, by Robert J. Behar, PE (name of person) as President (type of authority) for R.J. Behar & Company, Inc. (name of party on behalf of whom instrument is executed).



Lizanna Kadir *Lizanna Kadir*  
**Notary Public (Print, Stamp, or Type as Commissioned)**

- Personally known to me; or  
 Produced identification (Type of Identification: \_\_\_\_\_)  
 Did take an oath; or  
 Did not take an oath

**CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23**

**FORM 6**

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

**Firm:** R.J. Behar & Company, Inc.

**Authorized Signature:**  **Date:** November 30, 2022

**Print or Type Name:** Robert J. Behar, PE **Title:** President

CITY OF MIAMI SPRINGS  
REQUEST FOR QUALIFICATIONS NO. 02-22/23

FORM 10  
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.


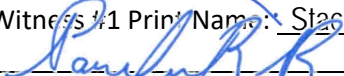
**The respondent Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

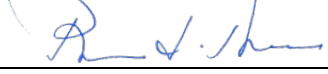
By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

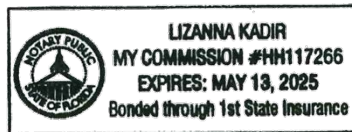
  
\_\_\_\_\_  
Witness #1 Print Name: Stacey Sookdew-Sing  
  
\_\_\_\_\_  
Witness #2 Print Name: Paola Riveros, PE


  
\_\_\_\_\_  
Print Name: Robert J. Behar, PE  
Title: President  
Firm: R.J. Behar & Company, Inc.

**ACKNOWLEDGMENT**

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_ online notarization, this 30<sup>th</sup> day of November, 20 22, by Robert J. Behar, PE (name of person) as President (type of authority) for R.J. Behar & Company, Inc. (name of party on behalf of whom instrument is executed).



  
\_\_\_\_\_  
Lizanna Kadir  
Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
 Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

**FORM 11**  
**IRS FORM W-9**

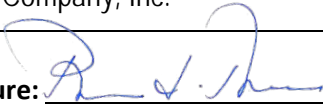
Please visit the following link for information about IRS Form W-9:  
<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:  
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>



✓ Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: R.J. Behar & Company, Inc.

Authorized Signature: 

Date: November 30, 2022

Print or Type Name: Robert J. Behar, PE

Title: President



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. R.J. Behar & Company, Inc.	
	<b>2</b> Business name/disregarded entity name, if different from above 6861 SW 196th Avenue, Suite 302, Pembroke Pines, Florida 33332	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) City of Miami Springs 201 Westward Drive, Miami Springs, FL 33166
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
6	5	-	0	9	5	4	0	7	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ November 30, 2022
------------------	----------------------------	--------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Form 15**  
**FDOT FORM PACKAGE**

By submitting this form, the Bidder certifies that it has reviewed and/or completed the Florida Department of Transportation Local Agency Program forms and requirements contained in this Form 15 as follows:

FORM NO.	DESCRIPTION	INITIAL
15A	Buy America	<u>RJB</u>
15B	Certification of Current Capacity	<u>RJB</u>
15C	Disadvantaged Business Enterprise Program	<u>RJB</u>
15D	Appendices A and E	<u>RJB</u>
15E	Equipment Rental Rates	<u>RJB</u>
15F	FHWA Form 1273	<u>RJB</u>
15G	Certification for Disclosure of Lobbying Activities On Federal-Aid Contracts	<u>RJB</u>
15H	Disclosure of Lobbying Activities	<u>RJB</u>
15I	Non-Collusion Declaration and Compliance With 49 CFR § 29	<u>RJB</u>
15J	Prevailing Minimum Wage Rates	<u>RJB</u>
15K	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	<u>RJB</u>
15L	Prohibition Against Convict Produced Materials	<u>RJB</u>

The Forms listed in this table are by this reference hereby incorporated into and made a part of the ITB as though fully set forth herein.

Firm: R.J. Behar & Company, Inc.

Date: November 30, 2022

Authorized Signature: 

Print or Type Name: Robert J. Behar, PE

Title: President

## **Florida Department of Transportation Local Agency Program Requirements**

### **BUY AMERICA**

**6-5.2 Source of Supply-Steel:** Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

**END OF SECTION**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

CONFIDENTIAL per Ch 337.14(1) F.S.

Not applicable to Consultant

For bids to be received on \_\_\_\_\_  
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ \_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title

**Not applicable to Consultant**  
**STATUS OF CONTRACTS ON HAND**

(Furnish complete information about all your contracts, whether prime or subcontracts;  
whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00	
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)			\$0.00

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

### **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

## Florida UCP DBE Directory

**Number of Records Returned:** 1

**Selection Criteria:**

Vendor : R J BEHAR & COMPANY INC

---

**Vendor Name:** [R J BEHAR & COMPANY INC](#)

**DBE Certification:** CERTIFIED

**MBE Certification:** Certified

**DBA:**

**Former Name:**

**Business Description:** ENGINEERING SERVICES, ENVIRONMENTAL CONSULTING, TRAFFIC DATA SERVICES, CADD SERVICES

**Mailing Address:** 6861 SW 196TH AVENUE SUITE 302  
PEMBROKE PINES, FL 33332-

**Contact Name:** ROBERT J BEHAR

**Phone:** (954) 680-7771

**Fax:** (954) 680-7781

**Email:** [BBEHAR@RJBEHAR.COM](mailto:BBEHAR@RJBEHAR.COM)

**ACDBE Status:** N

**Statewide Availability:** Y

**Certified NAICS**

541330 Engineering Services





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 29, 2022

Robert Behar, President  
R.J. BEHAR & COMPANY, INC.  
6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, Florida 33332

Dear Mr. Behar:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
  
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
  
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
  
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
156.74%	124.59%	0.085%	Excluded	No	1.32%	0.87%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

CBHK/kw



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

September 29, 2022

Jessica McRory, President  
AREHNA ENGINEERING, INC.  
5012 West Lemon Street  
Tampa, Florida 33609

Dear Ms. McRory:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 9 - Soil Exploration, Material Testing and Foundations
  - 9.1 - Soil Exploration
  - 9.2 - Geotechnical Classification Laboratory Testing
  - 9.3 - Highway Materials Testing
  - 9.4.1 - Standard Foundation Studies
  - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
  - 9.5 - Geotechnical Specialty Laboratory Testing
  
- Group 10 - Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
195.40%°	122.46%*	0.794%	Reimbursed	No	4.98%	4.63%^^	Yes

\*Interim Rates

^Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

°For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 13, 2022

Michael Bartholomew, President  
BISCAYNE ENGINEERING COMPANY, INC.  
529 West Flagler Street  
Miami, Florida 33130

Dear Mr. Bartholomew:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.4 - Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
216.80%^	164.59%	0.112%	Excluded	No	11.31%	11.63%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

^For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

## APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

*Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



## APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## Florida Department of Transportation Local Agency Program Requirements

### EQUIPMENT RENTAL RATES

Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 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 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, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate =  $\frac{\text{Monthly Rate}}{176}$   
x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating  
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate  
+ Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments.

Standby rates will apply when equipment is not in operation and is directed by the Engineer or RPR to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

- a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.
  1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original performance bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the City via initial contingency pay item.
  2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount  
B = Original Contract Time  
C = 8%  
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and



(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: R.J. Behar & Company, Inc.

By: Robert J. Behar, PE  Date: 11/30/2022

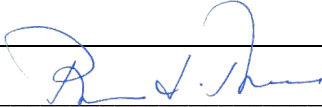
Authorized Signature: \_\_\_\_\_

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If *no*, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> R.J. Behar & Company, Inc. 6861 SW 196 <sup>th</sup> Avenue, Suite 302 Pembroke Pines, Florida 33332  Congressional District, <i>if known:</i> 4c <u>23</u>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____  Congressional District, <i>if known:</i> _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____  CFDA Number, <i>if applicable:</i> _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Robert J. Behar, PE</u> Title: <u>President</u> Telephone No.: <u>(954) 680-7771</u> Date (mm/dd/yyyy): <u>11/30/2022</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

575-060-13  
RIGHT OF WAY  
05/01  
Page 1 of 3

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: 449249-1-54-01  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_

Not applicable to consultant

I, \_\_\_\_\_, hereby declare that I am  
(NAME)  
\_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (FIRM)  
of \_\_\_\_\_  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

WITNESS: \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

### Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

#### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

"General Decision Number: FL20220178 02/25/2022

Superseded General Decision Number: FL20210178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC0349-002 09/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 37.61	11.72
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\* SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.49	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.07	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.16 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 18.43	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00

LABORER (Traffic Control  
Specialist incl. placing of



cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.59 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.31 **	0.00
LABORER: Common or General.....	\$ 10.69 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 15.29	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.01 **	0.00
OPERATOR: Bulldozer.....	\$ 16.77	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 14.43 **	0.00
OPERATOR: Crane.....	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor.....	\$ 13.29 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00

OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67 **	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45 **	0.00
OPERATOR: Roller.....	\$ 13.67 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.15 **	0.00
OPERATOR: Tractor.....	\$ 12.19 **	0.00
OPERATOR: Trencher.....	\$ 14.74 **	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96 **	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21 **	0.00

TRUCK DRIVER: Water Truck.....\$ 13.17 \*\* 1.60

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: R.J. Behar & Company, Inc.

By: Robert J. Behar, PE

Date: November 30, 2022

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Florida Department of Transportation Local Agency Program Requirements

### PROHIBITION AGAINST CONVICT PRODUCED MATERIALS

**6-5.1 Source of Supply—Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

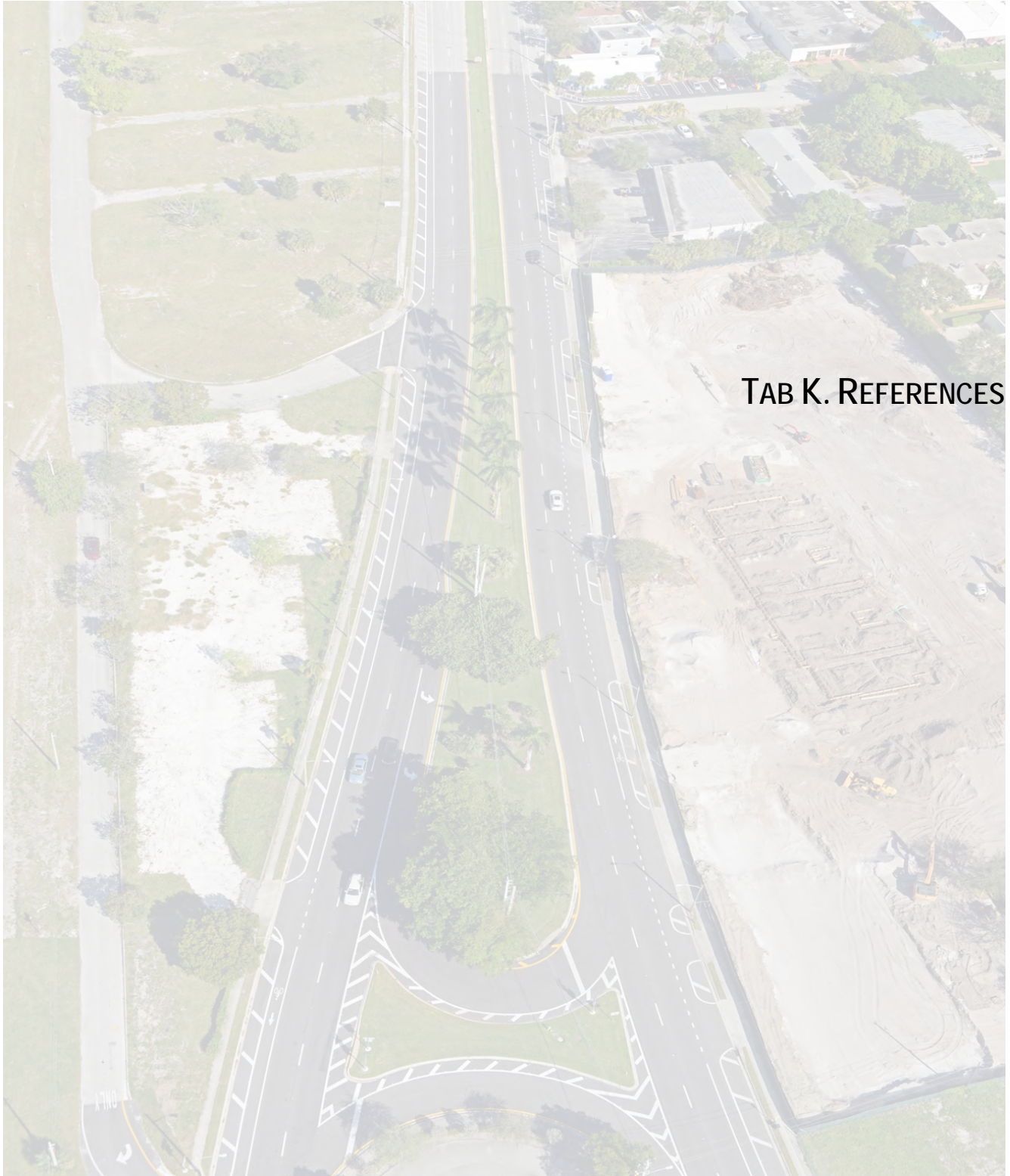
Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.



CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT – RFQ # 02-22/23



TAB K. REFERENCES

Name of Proposer: R.J. Behar & Company, Inc. / Landscape Median Project CEI Services

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

**Contracted Services Information:**

Scope of Work: Construction Engineering and Inspection Services of landscape enhancements within the existing medians, including tree and shrub removal, tree relocation, and irrigation.

Length of Contract: 12/2008 - 3/2019

Total No. of Full-time Employees: 3 Total No. of Part-time Employees: 1

Total No. of Employees Eligible for Benefits: 4

Would you enter into a contract with the vendor in the future?  Yes  No

Were the services provided to acceptable quality standards:  Yes  No

Was the vendor responsive to your requests and the requests and inquiries of your employees?  Yes  No

Did the vendor keep you fully informed of any updates and/or concerns related to the contracted services?  Yes  No

If you responded no to any of the above, please provide details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

THE DOCUMENTED PROGRESS OF THE PROJECT WAS EXCELLENT. THE REPORTS TO BROWARD COUNTY AND FDOT WERE VERY PROFESSIONAL AND COMPLETED. THEY WERE VERY DETAILED ON ALL PAYMENT APPLICATION REVIEWS AND APPROVALS.

Name of Public Entity/Company: CITY OF TAMARAC

Name of Individual completing this form: Mr. Thomas Vreeland

Signature: Thomas Vreeland Title: Superintendent Public Services Department

Telephone: (954) 597-3731 Email: Tom.Vreeland@tamarac.org



# LANDSCAPE MEDIAN PROJECT – CEI SERVICES CITY OF TAMARAC, FLORIDA

**CLIENT:**  
City of Tamarac

*Mr. Thomas Vreeland  
Superintendent  
Public Services Department  
10101 State Street  
Tamarac, FL 33321  
Tel: (954) 597-3731  
E-mail: Tom.Vreeland@tamarac.org*

**RJ BEHAR’S ROLE:**  
*Construction Engineering and  
Inspection Services*

**PROJECT STARTED:** 12/03/2018  
**PROJECT COMPLETED:** 3/15/2019  
**COST/FEES PAID:** \$52,976.00  
**CONSTRUCTION COST:**  
\$391,591.37  
**PROJECT LENGTH:** 5 miles  
**FDOT NO.:** 440956-1-74-01  
**CITY BID No.:** 18-22B

**RJ BEHAR’S KEY PERSONNEL:**  
*Robert J. Behar, PE  
Principal in Charge*

*David Romano, PE  
Senior Engineer/Project Manager*

*Alejandro Medina  
Senior Inspector*

*George Guerrero  
Inspector*

*R.J. Behar & Company, Inc. (RJ Behar) was selected by the City of Tamarac to perform construction engineering inspection services for this project.*

*The project consisted of landscape enhancements within the existing medians along Commercial Boulevard, between University Drive (SR-817) and Prospect Road, for a total length of 5.0 miles. The work included tree and shrub removal, tree relocations, new landscape plantings of trees and ground cover, existing irrigation repair, and new irrigation installation throughout.*



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: R.J. Behar & Company, Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Bike/Pedestrian Facility Improvement Project

Scope of work: Construction Engineering Inspection and Compliance

Total Value of project: \$ 65,942.00

Value of Design Services: \$ N/A Value of Construction: \$ N/A

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other ( \_\_\_\_\_ )

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: \_\_\_\_\_

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No

If no please provide an explanation: \_\_\_\_\_

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

Was the Consultant responsive to the Owner & Contractor?  Yes  No

Was Consultant timely in its reviews and submittals?  Yes  No

Comments:

VERY RESPONSIVE AND RESPONSIBLE CONSULTANT.

Name of Owner: Town of Cutler Bay

Name of individual completing this form: Mr. Alfredo Quintero, EI Date: 7/8/2022

Signature:  Title: Public Works Director

Telephone: (305) 234-4262 E-mail: aquintero@cutlerbay-fl.gov



**CLIENT:**

Town of Cutler Bay  
10720 Caribbean Boulevard,  
Suite 105  
Town of Cutler Bay, Florida 33189

Mr. Alfredo Quintero, EI, CFM,  
CGC, CCC, ISA CA  
Public Works Director  
Tel: (305) 234-4262  
Fax: (305) 234-4251  
Mobile: (305) 878-8601  
E-mail: [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**RJ BEHAR’S ROLE:**

Construction Engineering Inspection  
(CEI)

PROJECT STARTED: 12/03/2019  
PROJECT COMPLETED: 3/31/2021  
COST/FEES PAID: \$65,942.00  
CONSTRUCTION COST:  
\$381,488.97  
FM: 438669-1-58-01  
FAP: D619-049-B  
FDOT CONTRACT: G1G13  
TOWN: ITB-19-12

**RJ BEHAR’S KEY PERSONNEL:**

Robert J. Behar, PE  
Principal in Charge

Nestor Santana, PE  
Senior Project Engineer

Zugeil Velez  
Resident Compliance Specialist

Mary Cardenas  
Senior Inspector

Michael Owensby  
Senior Inspector

*R.J. Behar & Company, Inc. (RJ Behar) was contracted by the Town of Cutler Bay to perform construction engineering inspection services for this **Local Agency Program (LAP) Project**. This project was a Florida Department of Transportation (FDOT), District 6 project in conjunction with the Town.*

*The overall goal of this project was to ensure that the most highly used roadways have sidewalks connecting residents to parks, schools and other generators of potential pedestrian and bicycle traffic. The project strived to improve public safety, enhance pedestrian mobility, and provide a healthier community by:*

- *Upgrading pedestrian facilities (crosswalks, bus stops, sidewalks),*
- *Installing ADA Accessible crosswalks,*
- *Removing obstacles in the Right-of-Way,*
- *Filling in sidewalk sections that are incomplete; and Installing High Visibility Crosswalks, and*
- *Adding Striping.*

*R. J Behar was responsible for overseeing that the Contractor followed the requirements of plans and specifications required by FDOT Standards, Town of Cutler Bay Building Specifications, and Miami-Dade County Specifications. RJ Behar was responsible for daily inspections, maintaining general correspondence, performed Traffic Control Plans (TCP); Project Documentation including: Tracking Logs for all RFIs, Shop Drawings, Action Items, Change Orders, Progress Meetings, carry out the Erosion Control and Stormwater Pollution Prevention Plan (SWPPP), conducted the material sample reviews and approval, review the Contractor’s payroll, uploaded project documents in FDOT Lap-It, and performed final closeout.*



Solicitation Information: Construction Engineering and Inspection Services for Coral Reef, Howard Drive, and Perrine Elementary Schools Safe Routes (SRTS) Improvement Project  
Request for Qualifications No. 1920-11-013

Name of Proposer: R.J. Behar & Company, Inc. / Citywide Pedestrian Safety LAP Project

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

**Contracted Services Information:**

Scope of Work: CEI/Compliance: RJ Behar performed daily inspections, produced weekly reports, monitored contractor pay items held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed TTCP reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews per NPDES requirements, conducted the material sample reviews & approval, reviewed the Contractor & Subcontractor's payrolls, uploaded project documents in FDOT Lap-It, final closeout.  
Length of Contract: 10/2019 - 8/2020

Total No. of Full-time Employees: 2 Total No. of Part-time Employees: 2

Total No. of Employees Eligible for Benefits: 4

Would you enter into a contract with the vendor in the future?  Yes  No

Were the services provided to acceptable quality standards:  Yes  No

Was the vendor responsive to your requests and the requests and inquiries of your employees?  Yes  No

Did the vendor keep you fully informed of any updates and/or concerns related to the contracted services?  Yes  No

If you responded no to any of the above, please provide details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

The City would not have completed this project without the expertise of R.J. Behar + Company's staff.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: City of Dania Beach

Name of Individual completing this form: Mr. Colin Donnelly

Signature:  Title: CIP & Grant Administrator

Telephone: 954-924-6808 x3618 Email: cdonnelly@daniabeachfl.gov



**CLIENT:**

City of Dania Beach  
Public Services Department  
1201 Stirling Road  
Dania Beach, FL 33004

Mr. Colin Donnelly

CIP & Grants Administrator  
Phone: 954-924-6808 x3618  
Fax: 954-923-1109  
E-mail: cdonnelly@daniabeachfl.gov

**RJ BEHAR’S ROLE:**

Construction Engineering Inspection  
(CEI) services

PROJECT STARTED: 10/08/2019

PROJECT COMPLETED: 1/31/2021

COST/FEES PAID: \$90,887.20

CONSTRUCTION COST:

\$459,199.40

TIME EXTENSIONS: COVID-19

Delay of two weeks

CITY PROJECT ITB No.: 19-004

FEDERAL AID PROJECT # D418-112-B

FM No.: 438282-1-58-01

**RJ BEHAR’S KEY PERSONNEL:**

Robert J. Behar, PE  
Principal in Charge

Nestor Santana, PE  
Project Manager

Michael Owensby  
Senior Inspector/P.A. Assistant

Logan Fasanella  
Field Inspector

Zugeil Velez  
Resident Compliance Specialist

*R.J. Behar & Company, Inc. (RJ Behar) provided Construction Engineering Inspection (CEI) services for the Citywide Pedestrian Safety Project. This project received Federal Highway Administration Funding via the Florida Department of Transportation (FDOT) LAP Program. The project was designated as an "Off the State Highway (Off-System) LAP Project".*

*In addition to inspection and coordination, RJ Behar coordinated with and provide FDOT with all the required information to ensure compliance with all LAP requirements.*

*As part of the CEI inspection duties, RJ Behar performed daily inspections, produced weekly reports, monitored the contractor pay items, held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews per NPDES requirements, conducted the material sample reviews and approvals in LIMS, reviewed the EEO submittals, reviewed the contractor & subcontractor’s payrolls, uploaded project documents in FDOT Lap-It, and performed final closeout.*





**R.J.Behar & Company, Inc.**  
E n g i n e e r s • P l a n n e r s

**7850 NW 146<sup>th</sup> Street, Suite 504**

**Miami Lakes, Florida 33016**

**Contact: Nestor Santana, PE**

**Tel: (305) 558-3777 / Fax: (305) 558-8909**

**E-mail: [nsantana@rjbehar.com](mailto:nsantana@rjbehar.com)**



**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING R.J. BEHAR & COMPANY, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 02-22/23; PROVIDING FOR AUTHORIZATION TO NEGOTIATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) issued Request for Qualifications No. 02-22/23 (the “RFQ”) for construction engineering and inspection (“CEI”) services (the “Services”) for the South Royal Poinciana Stormwater and Roadway Improvements Project; and

**WHEREAS**, four sealed bids were received by the RFQ deadline; and

**WHEREAS**, on December 13, 2022, an Evaluation Committee appointed by the City Manager short listed firms and ranked R.J. Behar & Company, Inc. (the “Consultant”) as the most qualified firm for the Services, followed by Calvin, Giordano and Associates, Inc. and ADA Engineering, as the second and third-ranked firms; and

**WHEREAS**, the City Manager recommends that the City Council select the Consultant to perform the Services; and

**WHEREAS**, the City Council desires to select the Consultant and authorize the City Manager to negotiate an agreement with the Consultant as the most qualified firm for the Services; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

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

**Section 2. Selection.** That the City Council hereby selects Consultant for the Services.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to negotiate an agreement with the Consultant, which agreement shall be

presented to the City Council for approval. If an agreement cannot be reached with the Consultant, the City Manager is authorized to negotiate an agreement with the next highest ranked firm until an agreement in the best interest of the City is reached and approved by the City Council.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor George Lob	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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



# AGENDA MEMORANDUM

**Meeting Date:** 1/9/2022

**To:** The Honorable Mayor Maria P. Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Zuzell E. Murguido, Senior Procurement Officer

**Subject:** Recommendation to Award a contract to Bier Associates & THA Consulting, Inc. the highest ranked and most qualified joint respondents, via Request for Quotes for the Miami Springs Parking Analysis

**RECOMMENDATION:** Recommendation by Professional Services that Council award and enter a Professional Services Agreement with Bier Associates & THA Consulting, Inc., as the highest ranked and most qualified respondent to the City's Request for Quotes for a Miami Springs Parking Analysis.

**DISCUSSION:** On October 24, 2022, the City emailed 18 consultants the Request for Quotes for the Miami Springs Parking Analysis. On December 6, 2022 the City received (3) three responses to this RFQ.

On December 15, 2022 the City held a Selection Committee Evaluation meeting where responses were reviewed and evaluated by a selection committee comprised of Tammy Romero, Assistant City Manager for the City of Miami Springs, Jorge Ferrer, Director of Quality Control/Partner and Jorge Santin, Business & Economic Development Task Force Board Member. The selection committee ranked the 3 consultant firms (Attachment "A"). The three (3) consultant firms were short-listed via highest-ranked scoring criteria, in which Bier Associates & THA Consulting, Inc. (Attachment "B") was considered the highest ranked and most qualified respondent (Attachment "C" Proposal), following in second place was Walker Consultants and lastly following in third place was The Corradino Group, Inc.

Bier Associates & THA Consulting, Inc. was considered the most responsive and responsible bidder with a proposal in the amount of \$70,700. The contract shall be executed on or around January 10, 2022 for the services as referenced in the proposal. Funding will be provided via Miami-Dade Transportation Planning Organization Municipal Grant Program in the amount of \$50,000. The remaining \$20,700 will come out of the City Manager's Office Budget.

**Submission Date and Time:** 12/23/2022 12:33 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Finance</u> <b>Prepared by:</b> <u>Zuzell Murguido</u> <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Refer to above.	<b>Dept. Head:</b> _____ <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>City Manager's Office</u> <b>Account No.:</b> <u>135-0902-541-34-00</u> <b>Additional Funding:</b> <u>TPO Municipal Grant Program \$50,000</u> <b>Amount previously approved:</b> \$ <u>0.00</u> <b>Current request:</b> \$ <u>20,700</u> <b>Total vendor amount:</b> \$ <u>20,700</u>

# **ATTACHMENT "A"**

**RANKING SHEET**

**Request for Quotes for Review and Ranking of Miami Springs Parking Analysis**

<b>Consultant Name</b>	<b>Category</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b><del>RANKING</del> Points</b>
<b>The Corradino Group, Inc.</b>	<b>1</b>	<b>Qualifications</b>	40 Points	<b>30</b>
	<b>2</b>	<b>Responsiveness</b>	30 Points	<b>25</b>
	<b>3</b>	<b>Price Proposal</b>	30 Points	<b>20</b>
			<b>Total: 100 Points</b>	<b>75</b>

**Comments:**

*Although their track record shows they are experienced, I felt they lacked substance in the response.*

Print Name: Tammy Romero

Signature: \_\_\_\_\_



Date: December 15, 2022


**RANKING SHEET**

Request for Quotes for Review and Ranking of Miami Springs Parking Analysis

<b>Consultant Name</b>	<b>Category</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b>RANKING Points</b>
THA Consulting <i>Bier Assoc.</i>	1	<b>Qualifications</b>	40 Points	<i>33</i>
	2	<b>Responsiveness</b>	30 Points	<i>26</i>
	3	<b>Price Proposal</b>	30 Points	<i>25</i>
			<b>Total: 100 Points</b>	<i>84</i>

**Comments:**  
*Would like to see more meetings, and survey should be included in price.  
Good client list though.*

Print Name: Tammy Romero

Signature: 

Date: December 15, 2022

**RANKING SHEET**

**Request for Quotes for Review and Ranking of Miami Springs Parking Analysis**

<b>Consultant Name</b>	<b>Category</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b>RANKING Points</b>
Walker Consultants	<b>1</b>	<b>Qualifications</b>	40 Points	<i>35</i>
	<b>2</b>	<b>Responsiveness</b>	30 Points	<i>27</i>
	<b>3</b>	<b>Price Proposal</b>	30 Points	<i>30</i>
			<b>Total: 100 Points</b>	<i>92</i>

**Comments:**

*large team with lots of experience. Liked the number of meetings. We need achievable goals as they outlined in Task 3.*

Print Name: Tammy Romero

Signature: \_\_\_\_\_



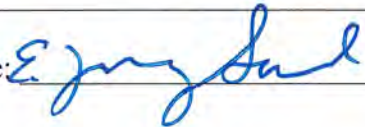
Date: December 15, 2022

RANKING SHEET

Request for Quotes for Review and Ranking of Miami Springs Parking Analysis

Consultant Name	Category	Criteria	Maximum Points	<sup>PTS</sup> RANKING
The Corradino Group, Inc.	1	Qualifications	40 Points	20
	2	Responsiveness	30 Points	20
	3	Price Proposal	30 Points	30
			<b>Total: 100 Points</b>	70
<u>Comments:</u>				

Print Name: Jorge Santin

Signature: 

Date: December 15, 2022



RANKING SHEET

Request for Quotes for Review and Ranking of Miami Springs Parking Analysis

Consultant Name	Category	Criteria	Maximum Points	<sup>PTS</sup> RANKING
THA Consulting	1	Qualifications	40 Points	40
	2	Responsiveness	30 Points	30
	3	Price Proposal	30 Points	30
			<b>Total: 100 Points</b>	100

Comments:

Print Name: Jorge Santin

Signature: 

Date: December 15, 2022

**RANKING SHEET**

**Request for Quotes for Review and Ranking of Miami Springs Parking Analysis**

RTS

<b>Consultant Name</b>	<b>Category</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b>RANKING</b>
Walker Consultants	1	<b>Qualifications</b>	40 Points	40
	2	<b>Responsiveness</b>	30 Points	30
	3	<b>Price Proposal</b>	30 Points	20
			<b>Total: 100 Points</b>	90

**Comments:**

Print Name: Jorge Santin

Signature: 

Date: December 15, 2022

RANKING SHEET

Request for Quotes for Review and Ranking of Miami Springs Parking Analysis

Consultant Name	Category	Criteria	Maximum Points	RANKING Points
The Corradino Group, Inc.	1	Qualifications	40 Points	20 (30)
	2	Responsiveness	30 Points	25
	3	Price Proposal	30 Points	25
			<b>Total: 100 Points</b>	<b>80</b>

Comments:

Print Name: Jorge Ferrer

Signature: \_\_\_\_\_



Date: December 15, 2022

**RANKING SHEET**

Request for Quotes for Review and Ranking of Miami Springs Parking Analysis

<b>Consultant Name</b>	<b>Category</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b>RANKING POINTS</b>
THA Consulting	1	<b>Qualifications</b>	40 Points	<del>40</del> 38
	2	<b>Responsiveness</b>	30 Points	26
	3	<b>Price Proposal</b>	30 Points	30
			<b>Total: 100 Points</b>	96

**Comments:**

Print Name: Jorge Ferrer

Signature: \_\_\_\_\_



Date: December 15, 2022

**RANKING SHEET**

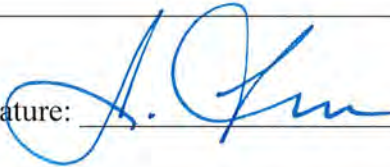
**Request for Quotes for Review and Ranking of Miami Springs Parking Analysis**

<b>Consultant Name</b>	<b>Category</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b>RANKING POINTS</b>
Walker Consultants	<b>1</b>	<b>Qualifications</b>	40 Points	<b>37</b>
	<b>2</b>	<b>Responsiveness</b>	30 Points	<b>29</b>
	<b>3</b>	<b>Price Proposal</b>	30 Points	<b>28</b>
			<b>Total: 100 Points</b>	<b>94</b>

**Comments:**

Print Name: Jorge Ferrer

Signature: \_\_\_\_\_



Date: December 15, 2022



**FINAL RANKING SHEET**

**Request for Quotes  
for Miami Springs Parking Analysis**

COMMITTEE MEMBER	The Corradino Group, Inc.	Bier Associates/ THA Consulting	Walker Consultants
Tammy Romero	75	84	92
Jorge Ferrer	80	96	94
Jorge Santin	70	100	90
FINAL RANKING	225 (3)	280 (1)	276 (2)

Confirmed by: *Irrell M. Murguido*  
*Irrell E. Murguido*

Witnessed by: \_\_\_\_\_

Date: December 15th, 2022

# **ATTACHMENT “B”**



**TOP THREE - RANKING SHEET**


Request for Quotes  
for Review and Ranking of Miami Springs Parking Analysis

COMPANY NAME	<u>COMMENTS</u>	RANKING
<i>Walker Consulting</i>		1

COMPANY NAME	<u>COMMENTS</u>	RANKING
<i>tha Consulting</i>		2

COMPANY NAME	<u>COMMENTS</u>	RANKING
<i>The Corradino Group</i>		3

Print Name: Tammy Romero

Signature: 

Date: December 15th, 2022

TOP THREE - RANKING SHEET

Request for Quotes  
for Review and Ranking of Miami Springs Parking Analysis

COMPANY NAME	COMMENTS	RANKING
WALKER	would like to see these in person meetings more than once & virtual stakeholder meetings to become in person	2

COMPANY NAME	COMMENTS	RANKING
THA	scope of work was detail, but would like to get specific schedule of how they plan to work In person if days chosen NOT ideal ex: RAIN OR NO SCHOOL	1

COMPANY NAME	COMMENTS	RANKING
Corradino	NEED MORE specific info on how they will accomplish task 2 NEED Resume with specific	3

Print Name: Jorge Santin

Signature:  Date: December 15th, 2022

TOP THREE - RANKING SHEET

Request for Quotes  
for Review and Ranking of Miami Springs Parking Analysis

COMPANY NAME	<u>COMMENTS</u>	RANKING
THE CORRADINO GROUP	PROPOSAL IS LACKING INFORMATION ON TEAM & IS HIGHEST PRICE	3

COMPANY NAME	<u>COMMENTS</u>	RANKING
THA CONSULTING	COMPREHENSIVE PROPOSAL AND LOWEST PRICE. GREAT EXPERIENCE FROM TEAM & PROJECTS	1

COMPANY NAME	<u>COMMENTS</u>	RANKING
WALKER CONSULTANTS	COMPREHENSIVE PROPOSAL. GREAT EXPERIENCE FROM TEAM & PROJECTS.	2

Print Name: Jorge Ferrer

Signature: 

Date: December 15th, 2022

# **ATTACHMENT "C"**



THA CONSULTING

# City of Miami Springs

PARKING ANALYSIS

November 15, 2022

Prepared By:

**Bier Associates**

Leonard T Bier, CAPP, JD  
144 Livingston Ave  
New Brunswick, NJ 08901

**THA Consulting, Inc.**

40 NW 3rd Street, Suite 1102  
Miami, FL 33128





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SECTION 4 Organization Chart

SECTION 5 Resumes

SECTION 6 Project Approach

SECTION 7 Fee Schedule



SECTION **1**

**Cover Letter**

# Bier Associates

144 Livingston Avenue  
New Brunswick, NJ 08901  
Fax: 732-828-7934  
Phone: 732-828-8864



**November 15, 2022**

Mr. Zuzell E. Murguido  
Senior Procurement Officer  
201 Westward Drive, Second Floor  
Miami Springs, FL 33166

**RE: Miami Springs Parking Analysis – Miami Springs, FL**

Dear Mr. Murguido:

On behalf of Bier Associates (BA), thank you for the opportunity to submit our proposal to City of Miami Springs to provide the Parking Analysis as per the Request for Quotes document. Outlined below is our project approach and a detailed scope of services.

The City of Miami Springs (the "City") seeks a Parking Analysis of the designated study area to assist in developing a strategic plan to increase the safety and accessibility of the City's transportation facilities and to improve parking access within the study area. Bier Associates (BA), founded by Leonard Bier in 1985, has the expertise, experience, and familiarity with this type of study to ensure that the analysis successfully addresses the City's goals related to the initiative. BA presently serves as an on-call consultant for the Miami Parking Authority and regularly provides parking consulting, parking demand analysis, owner's representative, economic feasibility, and parking planning services to a multitude of public and private sector clients and has a long history of providing parking study services in South Florida.

For this study, BA has teamed with THA Consulting (THA), a leading consulting, planning, design, and engineering firm that specializes in parking. THA has completed over 1,000 parking projects in the past 28 years and BA and THA have worked together successfully on numerous similar projects, including the Calle Ocho Parking Study, Miami FL, Biscayne Boulevard Parking Study, Miami FL, and the City of Bridgeport Parking Study, Bridgeport, CT, City of New Rochelle Parking Study, New Rochelle, NY, Borough of Fort Lee Parking Study, Fort Lee, NJ, and City of Camden Parking Study, Camden NJ to name a few. The BA / THA team has exceptional hands-on municipal parking management and consulting experience, provides exceptional service, and identifies practical solutions to parking issues for municipal clients throughout Florida and the United States. Our team has outstanding capabilities to successfully work with the City to undertake this study and to identify solutions that are specific and appropriate for Miami Springs. Our experience provides us with the knowledge to identify and help implement effective "smart" parking and mobility strategies.

*The BA / THA Team's parking planning, consulting, and management experience and commitment to serve the City of Miami Springs, will ensure a successful project that will exceed the City's requirements and expectations.*

Sincerely

A handwritten signature in blue ink, appearing to read 'Lenoard T Bier'.

Lenoard T Bier, CAPP, JD  
Email: [lenbier@gmail.com](mailto:lenbier@gmail.com) / Cell: (732) 213-4587





SECTION **2**

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**Firm Profiles**

## **BIER ASSOCIATES FIRM PROFILE**

Bier Associates was founded by Leonard T Bier in 1985. *Bier provides parking consulting, owner's representative, economic feasibility, parking demand analysis and Public Private Partnership (P3) and urban redevelopment planning services to public and private sector clients.* Leonard T Bier, the Principal of Bier Associates is licensed to practice law in the State of New Jersey, District of Columbia, Federal District Courts for N.J. & N.Y. as well as the United States Supreme Court. He is a co-author of 2 Parking Texts, Legal Columnist for Parking Professional and a contributor to Parking Today.

### **Parking Consulting Services**

- Parking Demand & Shared Parking Analysis
- Parking Occupancy Studies
- Parking Facility Site Selection & Strategies
- Parking Technology Evaluation & Recommendations
- Management & Operation of Parking System,
- Mixed Use Parking Facility Planning & Development
- Public Private Partnerships (3P)
- Parking Facilities Development Services
- Parking Economic Feasibility Studies
- Parking Management Best Practices
- Parking Rate Analysis
- Public Private Partnerships (3P)

### **Public Sector Consulting Clients**

- Camden Parking Authority\*
- Miami Parking Authority, FL \*
- Miami Beach Parking Department, FL
- City of Coral Gables, FL
- Town of Lauderdale By The Sea, FL
- Town of Bay Harbor Island, FL
- New Brunswick Parking Authority
- Rahway Parking Authority \*
- Town of West New York
- City of Hackensack
- Bloomfield Parking Authority
- Trenton Parking Authority
- Hoboken Parking Utility
- North Bergen Parking Authority
- Perth Amboy Parking Authority
- South Orange Parking Authority
- Union City Parking Authority
- West New York Parking Authority

### **Relevant Parking Studies and Reports**

- Miami, FL – Calle Ocho- 8<sup>th</sup> Street, Parking Demand & Occupancy Study
- Miami, FL – Watson Island, Parking Demand & Occupancy Study
- Miami, FL– MIMO District, On & Off-Street Parking Occupancy Study
- Miami, FL – Coconut Grove CBD, Garage Occupancy Study
- Miami, FL – Design District Parking Study
- Miami, FL – Wynwood District Parking Study
- Miami, FL – Central Business District Parking Study
- Miami, FL – Coral Way Parking Study
- Bridgeport, CN - On-Street Parking System Study (THA Consultants)
- Hackensack On & Off-Street Parking System Study (THA Consultants)
- New Rochelle, NY On-Street Parking System (THA Consultants)

### **Major Project Experience**

**Miami/Dade Board of Ed. Omni Mixed Use Garage Project– Miami FL  
Development Consultant for Miami Parking Authority**

**Block 55 Project 3P Mixed Use Garage– Miami FL  
Development Consultant for Miami Parking Authority with Swedlow Group -**

**Miami River Mixed Use Garage– Miami, FL  
Development Consultant for Private Developer**

**RedSky Wynwood Mixed Use Garage– Miami FL  
Development Consultant for RedSky Capital Private Developer**

**Grove Marina 3P Mixed Use Garage – Miami FL  
Development Consultant for Miami Parking Authority with Marina Developer**

### **2020 Miami Parking Authority – Development & Parking Consultant**

- Allapattah G9 Garage Buy Back & Redevelopment Negotiations
- Omni District – County School Board Garage Mixed Use Redevelopment
- Flagler Street District – Business Improvement District Parking Analysis

### **Miami Parking Authority – Development & Parking Consultant**

- Miami Modern District (MIMO) Parking Occupancy Report
- Grove Bay Marina Garage Parking Demand Analysis
- Coconut Grove Playhouse Garage Parking Demand Analysis

**Port Authority NYNJ  
Automated Vehicle Storage Parking Facility Study & Report,  
Bier Associates & Tim Haahs Associates**



# THA CONSULTING, INC.

MIAMI  
ATLANTA  
PHILADELPHIA  
NEW BRUNSWICK

## PARKING PLANNING & DESIGN

THA Consulting, Inc., understands the important role parking plays in development. THA is a multi-disciplined engineering, design, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities, as well as master planning for campuses, urban and high density areas, and transit related projects. Since our inception in 1994, we have completed close to 1,000 parking projects and almost 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and strategic solutions for complex parking issues to a variety of clients.

Our approach to parking planning & design is to successfully integrate the parking facility with the overall project, campus, or downtown, thereby enhancing the pedestrian experience, user-comfort, and helping to create active and vibrant places. Our primary focus is to design efficient, user-friendly, and aesthetically enhanced parking facilities that serve as gateways to destinations and other development components. We think outside of the four walls of the garage to understand how the facility will integrate with other uses and how the use of the facility can be maximized to create efficiency and economy.

Our design and engineering experience has created value for our clients for the past 28 years through our considerable project experience and practical knowledge of these unique project types.

## PROJECT AWARDS

**Miami Design District  
Museum Garage, Miami, FL**  
Best of Design of Mixed or Multi-Use Parking Transportation Facility, International Parking & Mobility Institute, 2019 Award of Excellence for Architecture, Florida Parking & Transportation Association, 2018

**Incyte Corporation  
Parking Garage, Wilmington, DE**  
Eastern Pennsylvania and Delaware Chapter of ACI, Mid-Rise Garage Category, 2019

**Miami Design District  
City View Garage, Miami, FL**  
Award for Excellence for Architectural Achievement, International Parking Institute, 2016

## SERVICES

### PLANNING FOR PARKING

- Master Planning
- Site Analysis
- Supply/Demand Analysis
- Feasibility Studies
- Shared Parking Analysis
- Due Diligence Reports
- Parking Consulting
- Financial Analysis

### ENGINEERING & ARCHITECTURE

- Parking Structure Design
- Mixed-Use Structure Design
- Project Design Management
- Functional Design
- Facade & Aesthetic Design
- Structural Engineering
- Design Build Services
- Sustainable Design

### ASSET MANAGEMENT

- Condition Appraisal
- Restoration Engineering
- Life Cycle Cost Analysis
- Operational Consulting
- Owner Representation
- Graphics & Wayfinding
- Maintenance Programs





SECTION **3**

# Experience Summary

## FLORIDA PARKING CONSULTING/STUDY EXPERIENCE

<b>Miami Parking Authority On-Call Parking Consulting</b>	Miami
<b>Calle Ocho 8th Street Parking Study</b>	Miami
<b>Watson Island Parking Study</b>	Miami
<b>MIMO District On &amp; Off-Street Parking Study</b>	Miami
<b>Coconut Grove CBD Garage Occupancy Study</b>	Miami
<b>Broward County Convention Center Parking Study</b>	Fort Lauderdale
<b>City of Clearwater Aquarium Parking Study</b>	Clearwater
<b>City of Clearwater Pelican Walk Parking Study</b>	Clearwater
<b>City of Clearwater Financial Study</b>	Clearwater
<b>City of Clearwater Owner's Rep Services</b>	Clearwater
<b>City of Clearwater Parking Study</b>	Clearwater
<b>City of Clearwater Beach Hotel Study</b>	Clearwater
<b>Coral Gables Pay Stations Study</b>	Coral Gables
<b>City of Coral Gables Parking Study</b>	Coral Gables
<b>City of Jacksonville Study</b>	Jacksonville
<b>Miami Beach Parking Rate Analysis</b>	Miami Beach
<b>City of Ormond Beach Parking Study</b>	Ormond Beach
<b>City of Pensacola Parking Study</b>	Pensacola
<b>City of Dunedin Parking Study</b>	Dunedin
<b>Brickell View Center Parking Study</b>	Miami
<b>North Fort Lauderdale Parking Study</b>	Fort Lauderdale
<b>City of Treasure Island Parking Study</b>	Treasure Island
<b>Kravis Center for Performing Arts Parking Study</b>	West Palm Beach
<b>Palm Beach Convention Center Parking Study</b>	Palm Beach
<b>Miami Performing Arts Center Parking Study</b>	Miami
<b>Mayo Clinic Parking Supply/Demand Study</b>	Jacksonville
<b>MIMO 2nd Avenue Parking Study</b>	Miami
<b>MIMO Biscayne Blvd Parking Study</b>	Miami
<b>Coconut Grove Post Office Site Analysis</b>	Miami
<b>Pensacola Mixed Use Parking Study</b>	Pensacola
<b>North Bay Village Parking Study</b>	North Bay Village
<b>City of Tampa Parking Study</b>	Tampa
<b>Straz Center For Performing Arts Parking Study</b>	Tampa
<b>North Fort Lauderdale Parking Study</b>	Fort Lauderdale





SECTION **4**

**Organization Chart**

# Bier Associates



**Principal In Charge**  
Leonard T Bier, CAPP,  
JD  
CEO



**Project Manager**  
Vicky Gagliano, MBA,  
CAPP, LEED AP  
(Point of Contact)  
Director of Parking  
Studies



**Assistant PM / Parking  
& Mobility Specialist**  
Nan Chen, MBA  
Parking & Mobility  
Specialist



**Quality Assurance /  
Senior Parking Consul-  
tant**  
Jim Zullo, AICP, PP,  
CAPP  
President





SECTION **5**

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**Resumes**

**LEONARD T BIER, JD.**  
**Principal – Bier Associates**

**BAR ADMISSIONS**

United States Supreme Court, State of New Jersey, District of Columbia, Third Circuit Court of Appeals, United States District Court for New Jersey

**EDUCATION**

**RUTGERS UNIV CENTER FOR GOVERNMENT SERVICES**

- Train the Trainer 1 Certificate 1994
- Certified Public Housing Commissioner 1996
- Certified Redevelopment Agency Director 2016

**INTERNATIONAL PARKING INSTITUTE, UNIV OF VA.**

- Certified Administrator of Public Parking [CAPP] *Inactive* 1997 - 2020

**RUTGERS UNIV SCHOOL OF LAW, NEWARK, N.J.**

- Juris Doctorate January 1977
- Rutgers Journal of Computers & Law, Assoc. Business Editor

**RUTGERS UNIV, LIVINGSTON COLLEGE, N.J.**

- B.A., Political Science May 1973

**MUNICIPALITIES, PARKING AUTHORITIES & AGENCIES**

**CITY OF MIAMI – PARKING AUTHORITY, FL.**

- Parking Consultant 2000 – Present
- Parking District Occupancy & Demand Studies & Reports
- Economic Feasibility Studies
- Asset Monetization & Valuation
- Parking Facility Phased Development

**CITY OF CAMDEN PARKING AUTHORITY, N.J.**

- Interim Executive Director 1996– 97  
& 2012-15
- Parking Consultant and Development Counsel 1993–99 & 2012-18
- Evaluate enforcement procedures. Negotiate parking agreement with Sony/Blockbuster Corp. for Waterfront Art Center.

**N. J. ASSOC. OF PARKING AUTHORITIES & AGENCIES**

- Executive Director 1994 – Present
- General Legal Counsel 1979 – Present
- Executive Secretary 1992 – 1993

**CITY OF NEW BRUNSWICK PARKING AUTHORITY, N.J.**

- General Legal Counsel 1987 – 2017
- Parking Consultant 2011 -- 2012
- Acting Director 1989 – 1990

### **CITY OF HACKENSACK & PARKING UTILITY, N.J.**

- Parking Consultant 2012 to 2016
- Urban Redevelopment, Shared Use and Parking Ratios
- Parking Operation Review & Report

### **CITY OF RAHWAY PARKING AUTHORITY, N.J.**

- Executive Director & Interim Director 2010 to 2018
- Chief of Staff 2000 – 2007
- General Legal Counsel 1994 – 2007 & 2010 to Present
- Parking Consultant 1992 & 2018

### **BOROUGH OF FORT LEE PARKING AUTHORITY, N.J.**

- Special Development Counsel & Owner’s Representative 2016 - 2018
- General Legal Counsel 1983 – 2007
- Special Legal Counsel 1982 – 1983
- General Legal Counsel 1980 – 1981
- Legal Consultant 1978 – 1979

### **CITY OF TRENTON PARKING AUTHORITY, N.J.**

- Parking Consultant & General Counsel 1995/2002/2009-2017
- COO - Parking Management & Operations & On-Site Management 2009-2012
- Economic Feasibility Study for construction of a parking garage.
- Prepare bid response for garage operation RFP by State of N.J.
- Lafayette Yard Parking Garage Operation Bid Document Preparation
- Lafayette Yard Parking Garage Functionality Review & Report

### **CITY OF NEWARK PARKING AUTHORITY, N.J.**

- Parking Consultant and Development Legal Counsel 1995/2001/2009 -2015
- Interlocal Agreement with City of Newark
- Asset Monetization Analysis
- Riverfront Legal Center Garage Financial Analysis
- Executive Retreats & Trainings.
- Preparation of Parking District Reports and Studies

### **TOWNSHIP OF NORTH BERGEN PARKING AUTHORITY, N.J.**

- Parking Consultant 1999 – 2010
- Parking Operation and management Report
- Development & Implementation of Residential Permit Parking Program

### **PUBLICATIONS - TEXTS**

**2018 A Guide To Parkings, Chapter 9, Economics & Finance, Co-Authors Leonard T Bier and Mark Vergenes.** Primer Text for Urban Planners, Transportation Engineers and Parking Professionals. *International Parking Institute, Published by Rutledge, Francis & Taylor.*

**2006 Parking Matters, “Designing Operating and Financing Structured Parking in Smart Growth Communities”. Co-Authors: L. Bier, G. Giosa, R. Goldsmith, et al.**  
*Sponsored By: N.J. Dept. Community Affairs – Office of Smart Growth and ULI Northern N.J. Chapter*



**VICKY M. GAGLIANO, MBA, CAPP, LEED AP, PARKSMART**  
 Director of Parking Studies, Project Manager

**YEARS OF EXPERIENCE**

22 Years

**EDUCATION**

University of Florida,  
 Bachelor of Business Administration, 1997

University of South Florida,  
 Master of Business Administration, 2000

**PROFESSIONAL AFFILIATIONS**

Florida Parking and Transportation Association  
 American Planning Association  
 CPP, Certified Parking Professional

**CERTIFICATIONS**

Certified Administrator of Public Parking (CAPP)  
 LEED Accredited Professional  
 Certified Parking Professional (National Parking Association)  
 VEFS (SAE)

**PUBLICATIONS**

How to Create Quality Linkages, The Parking Professional, March 2011

Win-Win Parking Strategies, Planning Magazine, May/June 2010

Are These Tough Economic Times an Opportunity to Make Much-Needed Changes to Parking?  
 The Parking Professional, February 2010

The Price is Right – A Wrap up of Parking Trends, from Pricing to Sharing, Planning Magazine, May 2008

**RELEVANT PROJECT EXPERIENCE**

**City of Jacksonville Parking Study**  
**Jacksonville, FL**

*Project Manager.*

THA was retained by the City of Jacksonville for the purpose of developing short and long-range solutions to the City of Jacksonville's Downtown parking and provide recommendations as to the feasibility of establishing residential on-street parking programs. The study area was roughly a 300-block zone surrounding Downtown Jacksonville, and was divided into eleven separate sub-areas. The sub areas allowed THA to focus on the unique characteristics and challenges faced within individual districts.

**City of Coral Gables Parking Study**  
**Coral Gables, FL**

*Project Manager.* For the City of Coral Gables, THA evaluated the potential impact on parking of the City's potential plans to three streetscape improvements. THA conducted a review of the existing trolley system, security, wayfinding and signage, conditions of the parking facilities, operational and management practices, and the financial performance of the parking system. This multi-faceted approach allowed THA to develop a macro view of the entire parking system and how it relates to the downtown area.

**MiMo Second Avenue Parking Study**  
**Miami, FL**

*Project Manager.* For the Miami Parking Authority (MPA), THA conducted a comprehensive supply/demand analysis, transportation analysis along the City's Second Avenue, as well as a preliminary financial analysis which addresses the financial impact of the study's recommendations. THA assessed that the Second Avenue district did not have a current or future shortage of parking. THA also recommended that the City and the MPA monitor the area, and reassess the progress of development, growth, and revitalization regularly over the next five to ten years.

**MiMo Biscayne Boulevard Parking Study**  
**Miami, FL**

*Project Manager.* For the Miami Parking Authority, THA assisted in planning for future growth along Biscayne Boulevard, a major artery through Miami. Biscayne Boulevard has seen significant revitalization throughout the past decade, generating increased activity and parking demand as a result. For this study, THA assessed current and future parking supply and demand, as well as explored transportation options suitable for the district. The study also included a preliminary financial analysis to determine the cost for improvements.

**City of Fort Lauderdale Parking Study**  
**Fort Lauderdale, FL**

*Project Manager.* For the City of Fort Lauderdale, THA performed a comprehensive review of existing parking codes and ordinances, in particular for the downtown area. THA reviewed the codes and ordinances for Fort Lauderdale and determined that the City was significantly more lenient than those of similar cities. In addition, THA provided several suggestions for modifications to the ordinances which more appropriately balance the need for growth in downtown, while providing parking required for continued growth.

**City of Clearwater Parking Consulting Services**  
**Clearwater, FL**

*Project Manager.* For the City of Clearwater, THA performed parking consulting services to evaluate the impact of new improvements to the downtown parking system. THA reviewed and updated the City's previous downtown parking study, as these improvements were not in place prior to its completion. Improvements included increased retail and restaurant establishments along the Cleveland Street District, and a higher downtown office occupancy rate. The parking study determined that current parking system can support the anticipated future growth of all downtown features.



## **NAN CHEN, PARKSMART**

Parking & Mobility Specialist, Assistant Project Manager

### **YEARS OF EXPERIENCE**

6 Years

### **EDUCATION**

Rutgers, the State University of New Jersey,  
Master of City and Regional Planning, 2016

Beijing University of Technology,  
Bachelor of Science in Urban Planning, 2014

### **PROFESSIONAL AFFILIATIONS**

American Planning Association  
International Parking & Mobility Institute  
New Jersey Parking Institute

### **RELEVANT PROJECT EXPERIENCE**

#### **Town of Westfield Comprehensive Parking Plan Westfield, NJ**

**Parking Analyst.** THA was retained to conduct a parking requirement review, and recommend any appropriate modifications to the Town of Westfield's Central Business District (CBD) Zone, specific to residential, commercial, retail and restaurant requirements. The Town of Westfield intended to promote Transit-Oriented Development (TOD) in the CBD, and our analysis examined present parking requirements for residential, commercial and retail development in the CBD Zone, the actual utilization of TOD projects in Westfield along with similar transit oriented projects in other similar municipalities, and the presence of current and future alternative mobility strategies and services that impact parking utilization.

#### **Township of Woodbridge Parking Study Services Woodbridge, NJ**

**Parking Analyst.** THA was retained by the Township of Woodbridge to provide a number of parking study services. A parking adequacy study was performed to provide an analysis of the existing parking supply and identify strategies to maximize parking utilization. This study looked at existing parking conditions on a normal day, as well as anticipated parking demand associated with proposed future developments. THA also evaluated two potential sites for possible development of a new parking facility. This study addressed a number of garage feasibility issues including size, cost, aesthetics, and feasibility of mixed-use integration. In addition, the parking study included the development of a preliminary financial / break even analysis to estimate the potential project financing and operational costs for the new parking facility in the Township.

#### **City of Perth Amboy Consulting and Parking System Review Perth Amboy, NJ**

**Parking Analyst.** For the City of Perth Amboy, THA serves as an on call parking operations and parking system improvement consultant. THA performed an assessment of the City's current parking operations and management. THA also provided recommendations to enhance the parking system to support local businesses, residents, and future economic development effectively, as well as generate adequate revenue to cover operating and capital maintenance costs. THA evaluated the City's current parking conditions, including existing supply and anticipated demand.

#### **City of Hartford Comprehensive Parking Study Hartford, CT**

**Parking Analyst.** The City of Hartford in conjunction with the Hartford Parking Authority retained THA as an experienced parking, and transportation planning consulting team to undertake a comprehensive parking study. The intent of the study was to further augment the City's existing parking and transportation system by identifying new opportunities and strategies to continue to support the City's resurgence, enhance its residential quality of life, and promote economic development and to also promote the use of mobility alternatives to the single-occupancy vehicles to get to and around the City of Hartford.

#### **City of Stamford Citywide Parking System Review Stamford, CT**

**Parking Analyst.** THA was retained by the City of Stamford to conduct a comprehensive review of the city's parking system including operations, pricing, regulations, and payment equipment, to identify any opportunity for enhancement and adoption of best practices.

#### **Malden Downtown Parking Needs Study Malden, MA**

**Parking Analyst.** THA performed a Parking Adequacy Analysis to accommodate New Development for the downtown area. The team also undertook a Parking Facility Enhancement Analysis of CBD and Jackson Street Garages to improve the overall user comfort; recommend strategies to improve user accommodation; identify opportunities to incorporate street level retail; and improve pedestrian and vehicular connectivity to the downtown.



## **JAMES M. ZULLO, AICP, PP, CAPP, LEED AP** President, Quality Assurance

### **RELEVANT PROJECT EXPERIENCE**

#### **New Brunswick Parking Authority Advisory Services New Brunswick, NJ**

**Principal in Charge.** THA provides the New Brunswick Parking Authority with professional parking consulting and advisory services on a regular basis. THA represents and advises the Authority throughout design and construction of various parking related projects. Services begin in the preliminary schematic design phase and continue through the end of construction, including 11th month walkthroughs. THA also provides comprehensive Owner's Representative services, to protect the interests of the Authority during each phase of the planning, design and construction process.

#### **City of Malden Downtown Parking Study Malden, NJ**

**Project Manager.** For the City of Malden, THA provided parking consulting services as a sub consultant to Weston & Sampson to undertake a Parking Adequacy Study; Parking Operations Review; Parking Site Feasibility Study; and Existing Parking Facilities Façade Enhancement. The parking adequacy study included an analysis for the existing parking supply in the study area and the identification of strategies to reduce on-street parking utilization and increase overall garage usage. This assessment looked at existing parking conditions, as well as anticipated parking demand associated with proposed future developments.

#### **Town of Westfield On-Call Parking Consulting Services Westfield, NJ**

**Project Manager.** THA was retained by the Town of Westfield to provide parking consulting services to assist the Town with the identification, evaluation, and development of parking planning, utilization, and development strategies to support redevelopment initiatives. THA evaluated the pre-COVID and existing parking utilization and redistributed the proposed parking supply to different user groups based on the projected parking demand. THA also proposed different strategies to reduce the parking demand to fit the Town's goal for the future development project.

#### **Township of Woodbridge Parking Study Services Woodbridge, NJ**

**Project Manager** THA was retained by the Township of Woodbridge to provide a number of parking study services. A parking adequacy study was performed to provide an analysis of the existing parking supply and identify strategies to maximize parking utilization. This study looked at existing parking conditions on a normal day, as well as anticipated parking demand associated with proposed future developments. THA also evaluated two potential sites for possible development of a new parking facility. This study addressed a number of garage feasibility issues including size, cost, aesthetics, and feasibility of mixed-use integration. In addition, the parking study included the development of a preliminary financial / break even analysis to estimate the potential project financing and operational costs for the new parking facility in the Township.

#### **City of Perth Amboy Consulting and Parking System Review Perth Amboy, NJ**

**Project Manager.** For the City of Perth Amboy, THA serves as an on call parking operations and parking system improvement consultant. THA performed an assessment of the City's current parking operations and management. THA also provided recommendations to enhance the parking system to support local businesses, residents, and future economic development effectively, as well as generate adequate revenue to cover operating and capital maintenance costs. THA evaluated the City's current parking conditions, including existing supply and anticipated demand.

#### **Borough of Metuchen Downtown Parking Assessment Metuchen, NJ**

**Principal in Charge.** For the Borough of Metuchen, THA performed a parking assessment to plan for the future growth of the downtown area. THA analyzed the current parking supply, its users, and unique issues associated with the Borough's various facilities. THA also performed occupancy counts for all spaces within the study area, and identified areas of shortages and the number of new spaces required to meet them. The study helped to address future parking demands, as well as determine proactive methods to alleviate these issues.

### **YEARS OF EXPERIENCE**

34 Years

### **YEARS WITH FIRM**

14 Years

### **PREVIOUS EMPLOYMENT**

Senior Director, Real Estate,  
New Jersey Transit

Executive Director,  
New Brunswick Parking Authority

Vice President,  
New Brunswick Development Corporation

### **EDUCATION**

Tulane University, Bachelor of English and  
Communications, 1983

New York University, Real Estate Institute,  
Diploma in Real Estate, Investment Analysis  
Concentration, 1989

Rutgers University, Master of City and  
Regional Planning, 1996

### **PROFESSIONAL AFFILIATIONS**

American Planning Association  
International Parking & Mobility Institute  
New Jersey Parking Institute  
New York State Parking and Transportation  
Association  
Urban Land Institute

### **PUBLICATIONS**

Parking and Transit Oriented Development  
- Has COVID Cooled a Hot Market? IPMI  
Magazine, 2021

Parking Planning for Transit Oriented  
Development, Urban Land Institute  
Magazine, 2011



SECTION **6**

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# Project Approach

## PROJECT APPROACH

The BA/THA Team will undertake the study as per the requirements of the RFQ to review the existing on- and off-street public parking options and identify any deficiencies, surpluses, and opportunities to enhance connections to public transportation and support multi-modal transportation. After assessing the City's current parking inventory and present utilization, we will determine future parking demand based on retail lease up, any pending development, and natural growth of the area and project future parking adequacy. Subsequently, we will identify opportunities to maximize the utilization of existing parking assets and expand the parking supply to the extent necessary. Finally, we will provide parking management and operational recommendations to support access to Miami Spring's vibrant downtown and adjacent residential areas within the study area including possible alternative mobility amenities that reduce reliance on single occupancy vehicles.



Understanding the importance of this parking analysis and its potential impact on the City of Miami Springs, the BA/THA Team will work collaboratively with the City of Miami Springs to engage local stakeholders and the public to obtain valuable input and feedback related to the planning, development, and enhancement of the study area. The BA/THA Team has successfully led public engagement meetings and forums on numerous projects in a collaborative and inviting environment to assist in obtaining input regarding the planning efforts. We recognize that many of the study area stakeholders have valuable input and recommendations, and we will solicit this feedback in a comfortable and collaborative manner.


Through this study we will work with the City and its stakeholders to build on the parking and Transportation Demand Management (TDM) strategies implemented to date, to identify and refine additional parking and mobility management strategies and systems to support the goals, vision, and development of the City. Our team's intent is to identify and provide recommendations and solutions that are "best practices", implementable and cost effective. Our Team is fully versed in parking management, operations, parking demand management, and alternative mobility strategies. We are also keenly aware of the sensitivities and concerns of local stakeholders, politicians, and merchants related to downtown parking operations, improvements, and planning. We are well equipped to work with the City and engage with the general public to obtain feedback on parking and develop recommendations, improvements, and strategies to move the system forward in accordance with the City's vision and goals.



Lastly, in addition to our technical and professional capabilities, **responsiveness and client service are the hallmarks of the BA/THA Team. Our management approach includes keeping our clients informed and engaged throughout the study and going the extra mile and making every effort to exceed expectations.** The BA/THA Team's extensive experience with numerous similar projects facilitates responsiveness and quality-yielding coordination. We embrace the vision, goals, and requirements of this parking study and we look forward to not only meet the needs of the City, but to exceed them!



## SCOPE OF SERVICES

1. **Confirm Study Goals** - The BA/THA Team will comprehensively address all the required scope of services presented in the Request for Quotes (RFQ). Outlined below is our anticipated scope of services for this study. We understand the primary goals of this study as per the RFQ are as follows:
    - Inventory current on-street and off-street public parking facilities and determine parking deficits and surpluses
    - Determine future parking demand based on new and projected development
    - Identify opportunities to enhance connections to public transportation and support multi-modal transportation
    - Identify opportunities for expansion of parking supply
- 
2. **Kick-Off Meeting** - Meet with the City to discuss and confirm the study governance, the study area, scope of work, study schedule, procedures, and concerns about parking in the study area. This meeting will also provide an opportunity to identify available data relevant to the City's parking conditions that prompted the RFQ, and the expected outcomes. The BA/THA Team will submit a data request sheet in advance of the meeting. This meeting will also provide an opportunity to identify available data relevant to the City's parking operations, the conditions that prompted the RFQ, and the expected outcomes. Some of the issues to be covered at the meeting include:
    - What are the existing parking challenges?
    - What are the opportunities to improve the existing parking conditions, safety, and accessibility of the transportation facilities, etc.?
    - What are the most critical parking and accessibility issues from the perspective of staff, developers, merchants, visitors, and other stakeholders?
  3. **Review Relevant Data** - Review any previously conducted surveys and reports regarding parking, bicycle, pedestrian mobility, and development in the study area to understand what recommendations from previous studies have been implemented or what may impact the parking study. These previous studies include:
    - Citywide Bicycle and Pedestrian Mobility Study and Master Plan from June 3, 2019
    - Miami Springs Downtown Business District Parking Study
    - Langan Traffic & Parking Study from February 27, 2019
    - Any other relevant studies or reports
  4. **Project Monitoring** – Schedule virtual meetings on a regular basis to update the City staff on the status of the project and maintain the project schedule, coordinate any outstanding items, and discuss any questions or issues regarding the study.

**Current Parking Assessment, Utilization and Future Needs**

1. **Parking Inventory** - The BA/THA Team will compile a comprehensive inventory of parking in the study area to include public on-street parking, and public off-street parking. The inventory will include number of spaces, location, time limits, user restrictions, rates (if any), and hours of operation, etc. We will also inventory bus stops, loading zones, electric vehicle charging stations, reserved spaces, rideshare, ADA-accessible, motorcycle/scooter, and public bicycle parking. The inventory shall include a review of parking adequacy and efficiency of each facility. We will work with the City to confirm the supply, its users, and any unique issues associated with both the on- and off-street parking supply. Summarize the results of the parking inventory and present graphically on maps and charts.



2. **Occupancy Data Collection** - Perform occupancy counts for all on-street and public off-street lots within the study area on a typical busy weekday and weekend. Parking occupancy counts will determine the pattern of parking utilization throughout the day. We will work with the City to select data collection days and times which are appropriate to provide meaningful information, as the parking demand may fluctuate. We have budgeted a total of three (3) occupancy counts at 2-hour intervals for the following two (2) days (a total of six (6) occupancy counts).

Data Collection Day	Data Collection Time
Typical Weekday	Between 10am-10pm
Typical Weekend	Between 10am-10pm

3. **Parking Demand Data Presentation** - Through this analysis we will determine peak parking occupancy levels from the survey collection. We will use charts and "heat maps" to visually illustrate and summarize the parking demand data, delineating areas and times with high and low utilization. The results of the occupancy survey will be summarized in color-coded graphics, maps, and tables to clearly identify areas and facilities that are at capacity or underutilized. This analysis will categorize parking demand and any specific areas and facilities that have parking shortages and surpluses, or unique conditions that may change parking demand in the study area. In the maps, we will also include the location of multi-modal and other transportation options/networks and public parking with links to regional transportation facilities.

**Public Meeting and Stakeholder Engagement**

1. **Public Forum** - The BA/THA Team will hold one (1) in-person public forum to obtain input and feedback from residents, City staff, downtown employees, real estate developers and any other stakeholders to evaluate parking needs. The public forum will be focused on current parking utilization and desired parking and alternative mobility options, opportunities, and recommendations. Our approach will guide stakeholders through a SWOT-style engagement process to solicit valuable input and feedback regarding the following:

- o Strengths and weaknesses of the existing parking and mobility system.
- o The best opportunities to improve upon the parking.

# BIER ASSOCIATES / THA

- The preferred future for the parking and mobility system to support downtown economic development and residential quality of life.

We envision organizing stakeholders into working groups to solicit each group's feedback on the items listed above, consolidating the information, and identifying the common themes and recommendations. This information will be incorporated into the final report.

2. **Focus Group Breakout** - Immediately following the public forum, the BA/THA Team representatives will set up various stations throughout the meeting room with enlarged maps of the study areas to continue interacting with attendees on a "one-on-one" basis regarding their feedback and recommendations. This format will allow stakeholders to provide valuable information in a work session and cooperative atmosphere and provide realistic and "on the ground" views of some of the challenges and opportunities related to the existing parking and transportation conditions. BA/THA Team will schedule the public form and focus group in tandem with the occupancy counts to minimize the number of site visits.
3. **Online Survey (Add Alternate)** – The BA/THA Team will work with the City's Public Information Officer to develop an online survey that can be distributed to all groups, which includes, but is not limited to, business owners, employees, residents, visitors, and developers. This survey and outreach will help determine parking needs for the available parking within the study area and allow the City to inform all the related groups about the objectives of the parking study. The City will host a link to the survey on the City's website and/or provide the BA/THA Team with an e-mail list for distribution.

## **Future Parking Needs Assessment**

1. **Parking Demand Projection** - Based on the existing parking demand in study area, the loss of any future parking resources, the demand generated by the lease up of new retail space, pending development projects, and the ability to share parking amongst certain user groups, we will project total future parking needs for the next 3-5 years. BA / THA will meet with the City to review and confirm the anticipated development projects and we will document the amount of anticipated new development by square footage, land use, tenant mix, number of units, amount of parking, etc. We will then estimate the potential parking demand associated with the proposed developments to determine the probable parking needs. We will identify the amount of parking to be provided as part of the new development and project any anticipated shortages or surpluses associated with the new projects. To determine the increase in parking demand from changes in normal growth (population, etc.), we will perform historical population research by census tracts, either city-wide or county-wide.



## **Opportunities for Better Parking Regulation, Additional Parking, and Parking Demand Management**

1. **Parking Management / Operations Review** - To maximize the utilization of existing parking resources and better regulate, manage, and accommodate parking demand, BA / THA will perform a review of the operations and management of the City's public parking system and identify any "best practice" strategies and opportunities for enhancement. Our objective is to identify strategies to improve the City's parking

# BIER ASSOCIATES / THA

conditions including user convenience, enhanced availability, the sharing of private parking assets, and the ability to implement and support alternative mobility initiatives such as bike share, scooter share, etc. THA will make recommendations to improve utilization and oversight of the parking system including:

- Downtown parking regulations and restrictions.
  - Existing parking enforcement and any recommended adjustments.
  - Organizational and administrative structure of parking management functions.
  - Parking communications to the public.
  - Identification of training and certifications that parking staff should obtain to successfully carry out their responsibilities.
  - Parking technologies to better regulate parking utilization and availability in including License Plate Recognition (LPR) technology for time limit enforcement and digital permitting.
  - Accommodating Transportation Network Companies (TNCs) and delivery services through curb use regulations.
2. **Additional Parking Resources** - The BA/THA Team will identify opportunities to maximize utilization of existing parking assets in the study area and locations with high parking demand for additional public parking including additional on-street spaces, sharing of private parking resources for general public parking evaluating any site for facility expansion.
3. **Parking Demand management** - Identify opportunities to enhance connections to public transportation and support multi-modal Transportation Demand Management (TDM) alternatives that reduce the need for parking. THA will provide recommendations regarding parking technologies and TDM alternatives which can be utilized by the City to better regulate, manage, and mitigate parking demand. Technologies and TDM alternatives may include:
- Space monitoring / occupancy technology
  - Micro-mobility opportunities (scooter, bike-share, etc.)
  - Municipal car share services
  - On-demand shuttle services

## **Submit Draft and Final Report / Public Presentation**

1. **Draft Report** - The BA/THA Team will prepare a DRAFT report summarizing findings and recommendations from the study which will identify issues related to the existing parking system and provide a 'road map' of potential changes for the City's review and comment. The report will summarize the study's findings and recommendations into an executive summary with a prioritized recommendation / implementation plan outlining order of magnitude costs associated with recommendations which will serve as a guide to help City representatives take necessary actions to implement a strategic parking plan.
2. **Presentation** – We anticipate up to one (1) public meeting presentation of the finding and recommendations of the report to be coordinated with the City.
3. **Final Report** - Upon review of the DRAFT and the provision of comments by the City regarding the study, the BA/THA Team will prepare and submit the FINAL report.



SECTION **7**

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**Fee Schedule**

**PRICE PROPOSAL**

<b>Task(s):</b>	<b>Price Per Task</b>
Task 1 – Public Outreach	\$ 8,000
Task 2 – Analysis of Existing Conditions	\$ 24,000
Task 3 – Needs Analysis	\$ 12,500
Task 4 – Draft Parking Analysis Report	\$ 14,000
Task 5 – Final Parking Analysis Report	\$ 8,900
<b><u>TOTAL:</u></b>	<b>\$ 67,500</b>

Online Survey (Add Alternate)    \$ 3,200

**Costs:**

Proposal(s) shall include pricing for each task individually (Task 1, Task 2, Task 3, Task 4 and Task 5), with the total combined amount for the five tasks reflected on the last line of the chart.

These prices and rates shall be all inclusive of labor, service, flyers/notices to the public, travel time, per diem and any other travel or miscellaneous expenses.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Quotes relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Quotes.

Firm: Bia Associates

Authorized Signature: 

Print or Type Name: Leonard T. Bia

Title: CEO/ Founder

Date: 11/14/2022

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH THA CONSULTING, INC. FOR THE MIAMI SPRINGS PARKING ANALYSIS IN AN AMOUNT NOT TO EXCEED \$70,700; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Miami-Dade Transportation Planning Organization (the “TPO”) developed the Municipal Grant Program to have municipalities within Miami-Dade County submit transportation planning proposals to receive federal transportation planning funding on a competitive basis (the “Program”); and

**WHEREAS**, participation in the Program requires a minimum of 20% funding commitment from the municipality; and

**WHEREAS**, the City of Miami Springs (the “City”) submitted a transportation planning proposal to the TPO for the Miami Springs Parking Analysis (the “Project”); and

**WHEREAS**, the goal of the Project, is to increase the safety and accessibility of the City’s transportation facilities by ensuring that parking on the right of ways, easements, and other public property is not disrupting the flow of the transportation network from a multi-modal standpoint in order to create more opportunities for pedestrian and bicycle transit, and a component of this is creating bicycle parking; and

**WHEREAS**, the TPO awarded the City a Program grant (the “Grant”) in the amount of \$50,000 for the Project; and

**WHEREAS**, on October 24, 2022, to secure the Program Grant, the City adopted Resolution No. 2022-4045 approving an Interlocal Agreement with the TPO; and

**WHEREAS**, on October 24, 2022, the City issued a request for quotes for the provision of transportation planning study services (the “Services”) for the Project; and

**WHEREAS**, the City received three (3) written price quotations for the Project; and

**WHEREAS**, THA Consulting, Inc. (the “Consultant”) submitted a proposal for the provision of the Services for the Project in the amount of \$70,700, which quote includes an optional online survey in the amount of \$3,200; and

**WHEREAS**, on December 15, 2022, an Evaluation Committee appointed by the

City Manager reviewed the proposals and recommended the Consultant as having the proposal in the best interest of the City for the Services; and

**WHEREAS**, the City Manager recommends that the City Council select the Consultant to perform the Services; and

**WHEREAS**, the Project will be funded utilizing \$50,000 in Grant funds and \$20,700 of City funds; and

**WHEREAS**, the City Council desires to select the Consultant and authorize the City Manager to execute an agreement in substantially the form attached hereto as Exhibit "A" (the "Agreement") with the Consultant for the Services in an amount not to exceed \$70,700; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby selects the Consultant and approves the Agreement with the Consultant for the Project in an amount not to exceed \$70,700.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the City Attorney's approval as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement, including expenditure of budgeted funds.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor George Lob \_\_\_\_\_



Councilman Bob Best \_\_\_\_\_  
Councilwoman Jacky Bravo \_\_\_\_\_  
Councilman Dr. Walter Fajet \_\_\_\_\_  
Mayor Maria Puente Mitchell \_\_\_\_\_

PASSED AND ADOPTED this 9<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF MIAMI SPRINGS**

**AND**

**THA CONSULTING, INC.**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **THA CONSULTING, INC.**, (hereinafter, the “Consultant”).

**WHEREAS**, the City is in need of transportation planning study services for the Miami Springs Parking Analysis Project (the “Services”); and

**WHEREAS**, on October 24, 2022, the City Council adopted Resolution No. 2022-4045 accepting a grant from the Miami-Dade County Transportation Planning Organization for the Services and authorized the City Manager to enter into the Interlocal Agreement attached hereto as Exhibit “B” (the “Interlocal Agreement”); and

**WHEREAS**, on October 24, 2022, the City issued a request for quotes for the provision of the Services; and

**WHEREAS**, the City received three (3) written price quotations for the Services by the RFQ deadline on December 6, 2022; and

**WHEREAS**, the Consultant submitted a proposal, attached hereto as Exhibit “A,” for the provision of the Services for the Project in the amount of \$70,700, which quote includes an optional online survey in the amount of \$3,200; and

**WHEREAS**, on January 9, 2023, the City Council adopted Resolution No. \_\_ selecting the Consultant to perform the Services for the Project in an amount not to exceed \$70,700; and

**WHEREAS**, the City and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Consultant agree as follows:**

**1. Scope of Services.**

- 1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services") and in accordance with the requirements set forth in the Interlocal Agreement attached hereto as Exhibit "B."
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.

**2. Term/Commencement Date.**

- 2.1. The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

**3. Compensation and Payment.**

- 3.1. Consultant shall be compensated for the Services in an amount not to exceed \$70,700 and in accordance with the Rate Schedule attached hereto as Exhibit "C."
- 3.2. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

**4. Subconsultants.**

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

**5. City's Responsibilities.**

- 5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City,

and provide criteria requested by Consultant to assist Consultant in performing the Services.

**5.2.** Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

**6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

**6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

**8. Termination.**

**8.1.** The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.

**8.3.** In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

## **9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

**9.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: .

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.**

**10.1.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**10.2.** Title VI Compliance (Civil Rights Act of 1964) - During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest, agree as follows:

**10.2.1. Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (the "Regulations"), which are incorporated herein by reference and made a part of this Agreement.

**10.2.2. Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**10.2.3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

**10.2.4. Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the Florida Department of Transportation, the Federal Highway Administration,

Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**10.2.5. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to: a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or b. cancellation, termination or suspension of the contract, in whole or in part

**10.2.6. Incorporation of Provisions:** The Consultant shall include the provisions of section 10.2, including subsections 10.2.1. through 10.2.7., in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**10.2.7. Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or



activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Consultant must take reasonable steps to ensure that LEP persons have meaningful access to the Consultant’s programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the Consultant from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its 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.

**11.2.** 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.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant’s performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant’s performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related

to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

**16.3.** Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

**16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

**17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how

to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**27. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

**28. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Commission relative to the Services; and (iii) the City Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

**29. Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: .

**30. Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

**30.1.** First Priority: Base Agreement;

**30.2.** Second Priority: Exhibit B – Interlocal Agreement between City and Miami-Dade County Transportation Planning Organization Agreement dated October 25, 2022;

**30.3.** Third Priority: Exhibit A – Proposal; and

**30.4.** Fourth Priority: Exhibit C – Rate Schedule;

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**CITY OF MIAMI SPRINGS**

**CONSULTANT**

By: \_\_\_\_\_  
William Alonso, CPA, CGFO  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Attest:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Erika Gonzalez, MMC  
City Clerk

Entity: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
City Attorney

**Addresses for Notice:**

City of Miami Springs  
Attn: City Manager  
201 Westward Drive  
Miami Springs, FL 33166  
305-805-5011 (telephone)  
alonsow@miamisprings-fl.gov (email)

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
City of Miami Springs Attorney  
2800 Ponce de Leon Boulevard, 12<sup>th</sup> Floor  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or

Did not take an oath



**EXHIBIT A**

**[INSERT CONSULTANT'S PROPOSAL]**

**EXHIBIT B**

**RESOLUTION NO. 2022 – 4045**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A MUNICIPAL GRANT PROGRAM AWARD IN THE AMOUNT OF \$50,000; APPROVING A GRANT AGREEMENT WITH THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION FOR THE CITY OF MIAMI SPRINGS PARKING ANALYSIS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Miami-Dade Transportation Planning Organization (the “TPO”) developed the Municipal Grant Program to have municipalities within Miami-Dade County submit transportation planning proposals to receive federal transportation planning funding on a competitive basis (the “Program”); and

**WHEREAS**, participation in the Program requires a minimum of 20% funding commitment from the municipality; and

**WHEREAS**, the City of Miami Springs (the “City”) submitted a transportation planning proposal (the “Scope of Services”) to the TPO for the Miami Springs Parking Analysis (the “Project”); and

**WHEREAS**, the goal of the Project, as set forth in the Scope of Services, is to increase the safety and accessibility of the City’s transportation facilities by ensuring that parking on the right of ways, easements, and other public property is not disrupting the flow of the transportation network from a multi-modal standpoint in order to create more opportunities for pedestrian and bicycle transit, and a component of this is creating bicycle parking; and

**WHEREAS**, the TPO has awarded the City a Program grant (the “Grant”) in the amount of \$50,000 for the Project; and

**WHEREAS**, the total Project cost is \$80,000, with the City contributing \$30,000 or 37.5% of the total Project cost; and

**WHEREAS**, to secure the Program Grant, the City must enter into an Interlocal Agreement (the “Agreement”) with the TPO in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council wishes to accept the Grant, approve the Agreement,

and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Acceptance.** That the City Council hereby accepts the Grant in the amount of \$50,000 from the TPO.

**Section 3. Approval.** That the City Council hereby approves the Agreement with the TPO relating to the Grant for the Project.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the City Attorney's approval as to form, content, and legal sufficiency.

**Section 5. Implementation.** That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Grant, including expenditure of budgeted funds.

**Section 6. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Councilman Fajet who moved its adoption. The motion was seconded by Vice Mayor Vazquez and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Victor Vazquez	<u>YES</u>
Councilman Bob Best	<u>YES</u>
Councilman Dr. Walter Fajet	<u>YES</u>
Councilwoman Jacky Bravo	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 24<sup>th</sup> day of October, 2022.

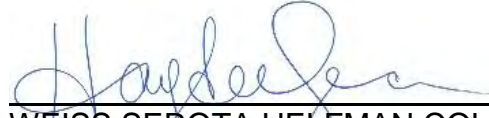
  
\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

  
ERIKA GONZALEZ, MMC  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:



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

# INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of October, 2022, by and between the Miami-Dade Transportation Planning Organization (“TPO”), hereinafter called the TPO and the *City of Miami Springs*, a municipal corporation of the State of Florida (“City”). The City and the TPO may each be referred to individually as a “Party” and may collectively be referred to as the “Parties.”

The TPO and the *City of Miami Springs* have determined to jointly fund the *City of Miami Springs Parking Analysis* and the *City of Miami Springs* has determined to provide the services for such study and its share of the costs thereof as provided below.

## WITNESSETH:

**ARTICLE 1.00:** The TPO does hereby retain the *City of Miami Springs* to provide the services for the *City of Miami Springs Parking Analysis*, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The E-Verify Certification provided in Exhibit "D" must be signed by the recipient. In addition, Exhibit "E": "Title VI Quarterly Progress Report" must be filled out and transmitted to the TPO on a quarterly basis concurrently with the Unified Planning Work Program schedule. The referenced exhibits are attached hereto and made part hereof as though fully recited herein. **Article 16.00** governs each party's obligations for its portion of the Project Cost.

**ARTICLE 2.00:** The TPO and the *City of Miami Springs* mutually agree to furnish, each to the other, the respective services, information, and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, Exhibit "C" Project Cost and Exhibit "D" E-Verify Certification. The TPO agrees to furnish the *City of Miami Springs* and its duly designated representatives' information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. The *City of Miami Springs* agrees to perform or cause to be performed, in a timely and professional manner, the work elements set forth

in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B" and "C", the TPO Executive Director or her designee shall execute and issue the *City of Miami Springs* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the *City of Miami Springs Parking Analysis* as set forth in said Exhibits.

**ARTICLE 3.00:** The services to be rendered by the *City of Miami Springs* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *twelve (12) months* from the date of execution and issuance of the Notice-to-Proceed.

**ARTICLE 4.00:** The *City of Miami Springs* agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the TPO Executive Director. The TPO Executive Director shall be entitled at all reasonable times to be advised, upon written request, as to the status of work being done by the *City of Miami Springs* and of the details thereof. Coordination shall be maintained by the *City of Miami Springs* with the TPO Project Manager and other representatives. Either parties to the agreement may request in writing and be granted a conference. The parties also agree to establish a Study Advisory Group comprised of stakeholders and led by the TPO's and City of Miami Spring's respective Project Managers.

**ARTICLE 5.00:** In the event there are delays on the part of the TPO as to the approval of any of the materials submitted by the *City of Miami Springs* or if there are delays occasioned by circumstances beyond the control of the *City of Miami Springs* which delay the Project Schedule completion date, the TPO Executive Director or her designee shall grant the *City of Miami Springs* by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of the *City of Miami Springs* to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, the *City of Miami Springs* shall submit a written request to the TPO Executive Director or her designee *twenty (20)*

*days* prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The TPO Executive Director or her designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and the *City of Miami Springs* has not requested, or if the TPO Executive Director or her designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the TPO Executive Director or her designee.

***SUB-ARTICLE 5.10:*** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of: an act of God, strike, labor dispute, war, fire, earthquake, epidemic, pandemic, riots, act of public enemies, acts or threats of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). The party claiming protection by reason of such Force Majeure Event shall give written notice to the other party as soon as practicable but no later than five (5) business days after the date the Force Majeure Event occurred.

***ARTICLE 6.00:*** The *City of Miami Springs* shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the TPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the TPO Executive Director, such specialists as the *City of Miami Springs* may consider necessary.

***ARTICLE 7.00:*** The TPO shall not be liable for use by the *City of Miami Springs* of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

***ARTICLE 8.00:*** All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall be jointly owned by the TPO and the City



without restriction or limitation on their use; and shall be made available, upon request, by either party at any time. Copies of these documents and records shall be furnished to either party upon request, verbal or written, allowing reasonable time for the production of such copies.

***SUB-ARTICLE 8.10:*** Records of costs incurred by the *City of Miami Springs* and all sub-consultants performing work on the project, and all other records of the *City of Miami Springs* and sub-consultants considered necessary by the TPO for proper audit of project costs, shall be furnished to the TPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statutes, whichever is more restrictive.*

The *City of Miami Springs* shall allow public access to all documents, papers, letters, or other material, subject to the provisions of Chapter 119, Florida Statutes, made or received by the *City of Miami Springs* in conjunction with this Agreement. Failure by the *City of Miami Springs* to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the TPO Executive Director.

***ARTICLE 9.00:*** Title VI Compliance (Civil Rights Act of 1964) - During the performance of this agreement, the *City of Miami Springs*, for itself, its assignees and successors in interest, agree as follows:

1. Compliance with Regulations: The *City of Miami Springs* shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The *City of Miami Springs*, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The *City of Miami Springs*

shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations made by the *City of Miami Springs*, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment: each potential subcontractor or supplier shall be notified by the *City of Miami Springs* of the *City of Miami Springs*'s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: The *City of Miami Springs* shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the *City of Miami Springs* is in the exclusive possession of another who fails or refuses to furnish this information the *City of Miami Springs* shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the *City of Miami Springs*'s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the *City of Miami Springs* under the contract until the *City of Miami Springs* complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The *City of Miami Springs* shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The *City of Miami Springs* shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the *City of Miami Springs* becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the *City of Miami Springs* may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the *City of Miami Springs* may request the United States to enter into such litigation to protect the interests of the United States.
7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public

entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the *City of Miami Springs* must take reasonable steps to ensure that LEP persons have meaningful access to the *City of Miami Springs's* programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the *City of Miami Springs* from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

***SUB-ARTICLE 9.10:*** On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02 relating to verification of employment status (the "Order"). The Order directs all agencies under the direction of the Governor to include as a condition of all state contracts a requirement that the contracting party utilize the U.S. E-Verify system to "verify the employment of: (a) all persons employed during the contract term by the contractor to perform work pursuant to the contract with the state agency". The *City of Miami Springs* agrees to comply with the requirements of the Order and execute Exhibit "D".

***ARTICLE 10.00:*** The TPO agrees to pay the *City of Miami Springs* compensation as per Article 16.00 of this Agreement and Exhibits "A", "B" and "C", attached hereto and made a part hereof.

***ARTICLE 11.00:*** The TPO Executive Director may terminate this Agreement in whole or in part at any time the interest of the TPO requires such termination.

***SUB-ARTICLE 11.10:*** If the TPO Executive Director determines that the performance of the *City of Miami Springs* is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying the *City of Miami Springs* of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

***SUB-ARTICLE 11.20:*** If the TPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of the *City of Miami Springs*, the TPO Executive Director shall notify the *City of Miami Springs* in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

***SUB-ARTICLE 11.30:*** If the Agreement is terminated before performance is completed, the *City of Miami Springs* shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by TPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

***ARTICLE 12.00:*** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall control. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or applicable local laws, codes, or regulations, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

**ARTICLE 13.00:** The *City of Miami Springs* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *City of Miami Springs*, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

**SUB-ARTICLE 13.10:** For the breach or violation of Article 13.00, the TPO Executive Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 14.00:** The *City of Miami Springs* agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the TPO Executive Director or her designee and securing its consent. The *City of Miami Springs* also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the joint property of the TPO and the City. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

**ARTICLE 15.00:** The TPO 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. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

**ARTICLE 16.00:** Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. TPO shall pay the *City of Miami Springs* 62.5% of such Project Costs. The *City of Miami Springs* shall be responsible for the remaining Costs. The *City of*

*Miami Springs* shall invoice TPO monthly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. The *City of Miami Springs* shall invoice 100% of the TPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the TPO to the *City of Miami Springs* hereunder shall not exceed ***Fifty Thousand Dollars (\$50,000.00)***.

***SUB-ARTICLE 16.10:*** By executing this agreement the *City of Miami Springs* commits to fund the ***37.5% of the total cost*** local share minimum of this agreement as specified in Exhibit C.

***SUB-ARTICLE 16.20:*** It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the TPO Executive Director shall determine that reported costs by the *City of Miami Springs* reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within sixty (60) days following the end of the Agreement and any adjustments shall be provided to the City in writing with sufficient detail explaining the reason(s) for said adjustments. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the TPO Executive Director or her designee, whichever is later.

***ARTICLE 17.00:*** Standards of Conduct - Conflict of Interest - The *City of Miami Springs* covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. The *City of Miami Springs* agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

***ARTICLE 18.00:*** The TPO Executive Director reserves the right to cancel and terminate this Agreement in the event the *City of Miami Springs* or any employee, servant, or agent of the *City of Miami Springs* is indicted or has direct information issued against her for any crime arising out of or in conjunction with any work being performed by the *City of Miami Springs* for or on behalf of the TPO, without penalty. It is understood and agreed that in the event of such termination, all tracings,

plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the TPO Executive Director in conformity with the provisions of Article 8.00 hereof. The *City of Miami Springs* shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

**ARTICLE 19.00:** To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the *City of Miami Springs* shall indemnify, defend, save, and hold harmless the TPO and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the *City of Miami Springs*'s negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the TPO for any liability or claims arising out of the negligence, performance, or lack of performance of the TPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the TPO shall indemnify, defend, save, and hold harmless the *City of Miami Springs* and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the TPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the *City of Miami Springs* for any liability or claims arising out to the negligence, performance, or lack of performance of the *City of Miami Springs*.

**ARTICLE 20.00:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida. The term "proceedings" shall include, but not be limited to, all meetings to resolve the dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism. The parties both waive any defense that venue in Miami-Dade County is not convenient. In any civil action or other proceedings between the parties arising out of the Agreement, each party shall bear its own attorney's fees and costs.

**ARTICLE 21.00:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at



the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

To the TPO:

Miami-Dade Transportation Planning Organization  
150 West Flagler Street  
Suite 1900  
Miami, Florida 33130  
Attn: Aileen Bouclé, Executive Director  
E-Mail: [Aileen.Boucle@mdtpo.org](mailto:Aileen.Boucle@mdtpo.org)

To the City:

City of Miami Springs  
201 Westward Drive,  
Miami Springs, FL 33166  
Attn: William Alonso, City Manager  
E-Mail: [alonsow@miamisprings-fl.gov](mailto:alonsow@miamisprings-fl.gov)

With copies to:

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
City of Miami Springs Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
Email: [hsera@wsh-law.com](mailto:hsera@wsh-law.com)

**ARTICLE 22.00:**

Attachments:

- |   |                                     |
|---|-------------------------------------|
| Exhibit "A", Scope of Services                  | Exhibit "C", Project Budget         |
| Exhibit "B", Project Schedule                   | Exhibit "D", E-Verify Certification |
| Exhibit "E", Title VI Quarterly Progress Report |                                     |

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Transportation Planning Organization. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

**ARTICLE 23.00:** No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

**ARTICLE 24.00:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations and the certifications hereunder have been duly authorized, and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

FOR MIAMI-DADE TPO:

ATTEST:

Miami-Dade TPO Clerk of the Board

By: \_\_\_\_\_  
Aileen Bouclé, Executive Director

By: \_\_\_\_\_  
Tawana Parker

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

FOR: CITY OF MIAMI SPRINGS

ATTEST:

(Affix City Seal)

BY: Erika Gonzalez  
Erika Gonzalez, MMC City C



BY: William Alonso  
William Alonso, City Manager

Approved by City Attorney  
as to legal form and correctness:

Harold Cole  
Weiss Serota Helfman Cole + Bierman, P.L.  
City Attorney

Approved as to  
Insurance Requirements:

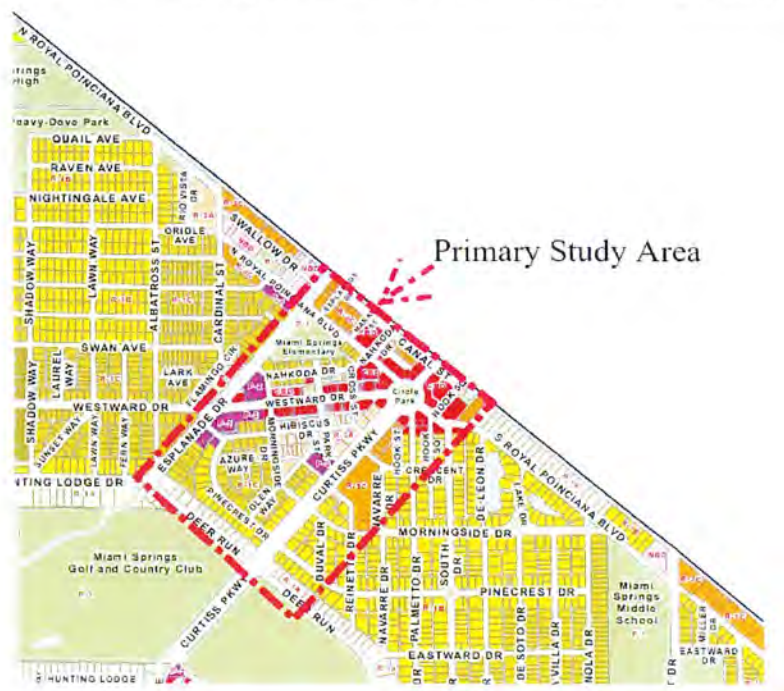
Bill Collins  
Bill Collins,  
HR Director/Risk Manager

## Exhibit "A": "Scope of Services"

The overall goal of this Project is to increase the safety and accessibility of the City's transportation facilities by "ensuring that parking on the right of ways, easements, and other public property is not disrupting the flow of the transportation network from a multi-modal standpoint" (Miami Springs Citywide Bicycle and Pedestrian Mobility Study and Master Plan, p. 41), in order to create more opportunities for pedestrian and bicycle transit, and a component of this is creating bicycle parking and pedestrian accessways in parking lots. The parking analysis will look identify City's schedule of developments and land use and identify gaps and include suggestions to increase the availability of public parking spaces in the downtown areas.

The following will be completed for the Parking Analysis as follows:

- Inventory current on-street and off-street public parking facilities and determine parking deficits and surpluses
- Determine future parking demand based on new and projected development
- Identify opportunities to enhance connections to public transportation and support multi-modal transportation
- Identify opportunities for expansion of parking supply



## Exhibit "B": "Project Schedule"

### Task 1: Public Outreach (Month 1-12 or Ongoing)

The City's planning consultant shall coordinate with City Staff to seek public input related to gaps in parking. The planning consultant will oversee the project implementation, and city staff will oversee the grant requirements and submit required reporting to the TPO.

### Task 2: Analysis of Existing Conditions (Months 1 – 3)

The City's planning consultant shall inventory existing public parking and facilities such as ADA parking spaces, motorcycle/scooter parking, bicycle parking, loading zones, EV Charging spaces, and rideshare parking. The inventory shall include a review of parking adequacy and efficiency of each facility. A utilization map will visually depict parking demand based on peak weekday and weekend observations.

### Task 3: Needs Assessment (Month 4-6)

The City's planning consultant shall develop a needs assessment that considers existing conditions, gaps in the level of service, multi-modal transportation options, the impact of autonomous vehicles, and connections to the regional transportation network. In addition, the needs assessment will identify planned development and potential demand generators. Finally, the needs assessment results will be used to reimagine the City's approach to public parking and identify a list of recommendations for improvement.

### Task 4. Draft Parking Analysis Report (Month 6-10)

The City's planning consultant shall develop a comprehensive analysis report documenting the effort and provide a draft of the report to Miami Springs and FDOT for review and comment. Comments will be documented and responded to with relevant updates to the final report. The draft report will be presented during a public meeting before the City Council.

### Task 5. Final Parking Analysis Report (Month 10-12)

The City's planning consultant will prepare the final analysis report. The report, at a minimum, will include a detailed summary of project findings, maps of existing parking locations and capacity, recommendations to increase the level of service, recommendations for alternatives during planned construction, recommendations for parking expansion or reduction, and a visual representation of public parking with links to regional transportation facilities.

Task	MONTH											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1 – Public Outreach	Ongoing											
Task 2 – Analysis of Existing Conditions												
Task 3 – Needs Analysis												
Task 4 – Draft Parking Analysis Report												
Task 5 – Final Parking Analysis Report												

**Exhibit "C": "Project Cost"**

**Project Budget**

<b>Task</b>	<b>TPO Contribution</b>	<b>City Contribution</b>	<b>Total</b>
Task 1 – Public Outreach	\$2,400.00	\$4,600.00	\$7,000.00
Task 2 – Analysis of Existing Conditions	\$9,600.00	\$2,400.00	\$12,000.00
Task 3 – Needs Analysis	\$9,000.00	\$6,000.00	\$15,000.00
Task 4 – Draft Parking Analysis Report	\$21,000.00	\$15,000.00	\$36,000.00
Task 5 – Final Parking Analysis Report	\$8,000.00	\$2,000.00	\$10,000.00
<b>TOTAL</b>	<b>\$50,000.00</b>	<b>\$30,000.00</b>	<b>\$80,000.00</b>

Exhibit "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**E-VERIFY**

Contract No: G1073  
Financial Project No(s): 439334-4-14-01  
Project Description: Municipal Grant Program

Vendor/Consultant City of Miami Springs acknowledges and agrees to the following:

Vendor/Consultant City of Miami Springs shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant City of Miami Springs during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant City of Miami Springs to perform work pursuant to the contract with the Department.

Company/Firm: City of Miami Springs

Authorized Signature: \_\_\_\_\_

Title: William Alonso, Finance Director/ City Manager

Date: August 29<sup>th</sup>, 2022

**Exhibit "E"**  
**Title VI Quarterly Progress Report**

Municipality: \_\_\_\_\_

Title of Study: \_\_\_\_\_

Work performed this quarter:     %    Work performed to date:     %

Reporting Period: \_\_\_\_\_ through \_\_\_\_\_, 2020

1. Progress made this quarter:

2. Products completed this quarter as related to the approved Interlocal Agreement:  
(Provide copies if applicable)

3. Problems encountered/anticipated:

4. Schedule adherence: Yes or No (If not on schedule, please provide explanation)

5. Title VI Reporting Requirements (related to this study only):

Title VI	Response
# of Title VI complaints filed with the Municipality	
# of informal (verbal) complaints	
# of formal (written) complaints	
# of completed investigations conducted by the Municipality	
# of completed investigations with findings	
# of public meetings	
# of meetings held in low income or minority areas	
# of translation services provided	
# of interpreter services provided	
# Limited English Proficiency request received and services provided during public meeting	



**EXHIBIT C**

**[INSERT CONSULTANT'S RATE SCHEDULE]**



# AGENDA MEMORANDUM

**Meeting Date:** 1/9/2023

**To:** The Honorable Mayor Maria P. Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Omar L. Luna, Recreation Director

**Subject:** Miami Springs Aquatic Center Pool Deck Resurfacing

**RECOMMENDATION:**

Recommendation by the Parks and Recreation Department that the City Council select Deco Surfaces, Inc. for the Miami Springs Aquatic Center Pool Deck Resurfacing Project (the “Project”) and approve a construction contract for the Project in an amount not to exceed \$25,250.00 pursuant to Section §31.11 (C)(2) of the City Code.

**DISCUSSION:**

The resurfacing of the pool deck will entail a full and thorough pressure washing of the deck to remove any dirt, algae and loose areas of decking “knock-down” texture. Any areas where the knockdown texture is missing or thinned will be resprayed with a new coat to provide a uniform look throughout the deck. During this process they will be trying to lessen any trip hazards caused by the trees elevating the concrete slabs and blend that into the deck as well. Once the entire deck is textured a new coat of paint will be applied providing a fresh clean look identical to what has been in place the last few years.

We are hoping to have this project scheduled and done by the end of March 2023. The project should take a week to complete weather permitting. The Aquatic Center will still be available to the public for use.

**Submission Date and Time:** 1/3/2023 1:19 PM

<p><b><u>Submitted by:</u></b></p> <p>Department: <u>Recreation</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b><u>Approved by (sign as applicable):</u></b></p> <p>Dept. Head: <u></u></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><b><u>Funding:</u></b></p> <p>Dept./ Desc.: <u>Recreation/Pool</u></p> <p>Account No.: <u>001-5702-572-63-00</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>30,000.00</u></p> <p>Current request: \$ <u>25,250.00</u></p> <p>Total vendor amount: \$ <u>25,250.00</u></p>
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**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING DECO SURFACES, INC. FOR THE AQUATIC CENTER POOL DECK RESURFACING PROJECT; APPROVING A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$25,250.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) has identified a need to resurface the pool deck at the Aquatic Center located at 1401 Westward Drive, Miami Springs, FL 33166 (the “Project”); and

**WHEREAS**, in accordance with Section §31-11(C)(2) of the City’s Code of Ordinances, the City requested three written price quotations for the Project anticipating that the good faith estimate total cost for the Project would not exceed \$100,000; and

**WHEREAS**, Deco Surfaces, Inc. (the “Contractor”) submitted the lowest, responsive and responsible quote in the amount of \$25,250.00 (the “Quote”); and

**WHEREAS**, the City Council desires to select the Contractor to perform the Project and approve the execution of a Construction Contract (the “Contract”) with the Contractor in an amount not to exceed \$25,250.00, in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Selection.** That the City Council hereby selects the Contractor to construct the Project.

**Section 3. Approval.** That the City Council hereby authorizes the City Manager to enter into the Contract with the Contractor in an amount not to exceed \$25,250.00, in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor George Lob	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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

## CONTRACT FOR CONSTRUCTION

**THIS CONTRACT FOR CONSTRUCTION** (this “Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **DECO SURFACES, INC.**, a Florida corporation (the “Contractor”).

**WHEREAS**, the City has identified a need to resurface the pool deck at the Aquatic Center located at 1401 Westward Drive, Miami Springs, FL 33166 (the “Project”); and

**WHEREAS**, in accordance with Section §31-11(C)(2) of the City’s Code of Ordinances, the City requested three written price quotations for the Project anticipating that the good faith estimate total cost for the Project would not exceed \$100,000; and

**WHEREAS**, the Contractor submitted the lowest quote for the performance of the Work (as herein defined) for the Project at a cost of \$25,250.00, which Quote is attached hereto as Exhibit “A” and incorporated herein by reference and made a part hereof; and

**WHEREAS**, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work for the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

**NOW, THEREFORE**, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

### **1. SCOPE OF WORK**

**1.1.** Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the Contractor’s Quote attached hereto as Exhibit “A”, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

#### **CITY OF MIAMI SPRINGS AQUATIC CENTER POOL DECK RESURFACING PROJECT**

### **2. CONTRACT TIME**

**2.1.** Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to the City of all required documents and after execution of this Contract.

**2.2.** Time is of the essence throughout the performance of this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within seven (7) consecutive calendar days from the date specified in the Notice to Proceed (“Contract Time”)**. Substantial Completion shall be defined for this

purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within fourteen (14) consecutive calendar days from the date specified in the Notice to Proceed (“Final Completion Time”).** The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

- 2.3. Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor’s delay and failure of Contractor to complete the Contract on time.
- 2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

### 3. CONTRACT PRICE

- 3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **\$25,250.00** in accordance with the Contractor’s Quote (Pricing), attached hereto as Exhibit “A”. This sum (“Contract Price”) shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. Contractor shall submit to the City application(s) for payment up to a total equal to, but not exceeding, the Contract Price and each such application must be certified by the City Manager or City Manager’s designee (“Pay Application”). City shall make progress payments based on the Contractor’s Pay Application(s) in accordance with the Florida Prompt Payment Act. .
- 3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor’s obligations, including payments to subcontractors and material suppliers.
- 3.4. The payment of any Pay Application by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected

in such Pay Application, nor shall it be construed as a waiver of any of the City 's rights hereunder or at law or in equity.

- 3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Manager and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete record set of plans, reflecting an accurate depiction of Contractor's Work.
- 3.6. This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

#### **4. CONTRACT DOCUMENTS**

- 4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Quote for the Project, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.
- 4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

#### **5. INDEMNIFICATION**

- 5.1. Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the

Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

## **6. INSURANCE AND BONDS**

### **6.1. Insurance**

**6.1.1.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

**6.1.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

**6.1.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

**6.1.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition



of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

**6.1.1.4.** [INTENTIONALLY OMITTED]

**6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

**6.1.2. Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

**6.1.2.1. Additional Insured.** The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**6.1.2.2. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**6.1.3.** The provisions of this section shall survive termination of this Contract.

**6.2. Bonds.** [INTENTIONALLY OMITTED]

## **7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

**7.1.** In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

**7.1.1.** Contractor represents the following:

**7.1.1.1.** Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

**7.1.1.2.** Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

**7.1.1.3.** Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

**7.1.1.4.** Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

**7.1.1.5.** Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

**7.1.1.6.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**7.1.1.7.** Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.1.1.8.** The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

**7.1.2.** Contractor warrants the following:

**7.1.2.1.** Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

**7.1.2.2.** Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**7.1.2.3.** Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. City building permit fees are waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

## **8. DEFAULT AND TERMINATION**

**8.1.** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the

Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.

- 8.2.** This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

## **9. MISCELLANEOUS**

- 9.1. No Assignment.** Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

### **9.2. Contractor's Responsibility for Damages and Accidents.**

- 9.2.1.** Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

- 9.2.2.** Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

### **9.3. Defective Work. Warranty and Guarantee.**

**9.3.1.** City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

**9.3.2.** Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

**9.3.3.** The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

**9.3.4.** Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

**9.4. Legal Restrictions; Hours of Work; Traffic Provisions.**

**9.4.1.** Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

**9.5. Examination and Retention of Contractor's Records.**

**9.5.1.** The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the

Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

**9.5.2.** The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

**9.5.3.** The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

**9.5.4.** The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

**9.6. No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

**9.7. Authorized Representative.**

**9.7.1.** Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

**9.7.2.** The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any

time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

- 9.8. Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.
- 9.9. Utilities.** Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.
- 9.10. Safety.** Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.
- 9.11. Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.
- 9.12. Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 9.13. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term “subcontractor”, as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City.
- 9.17. **Liens.** Contractor shall not permit any mechanic’s, laborer’s or materialmen’s lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City ’s reasonable attorneys’ fees and costs incurred in connection therewith.
- 9.18. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.
- 9.19. **Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION



OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

**9.20. Notices/Authorized Representatives.** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

**9.21. Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

**9.22. Ownership and Access to Records and Audits.**

**9.22.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**9.22.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

**9.22.3.** Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**  
**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.**

## **10. SPECIAL CONDITIONS**

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.2. **Preliminary Steps.** [INTENTIONALLY OMITTED]

10.3. **Project Schedule.** [INTENTIONALLY OMITTED]

10.4. **Schedule of Values.** [INTENTIONALLY OMITTED]

10.5. **Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the City prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be

taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph digitally. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken.

**10.6. Staging Site.**

**10.6.1.** The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

**10.6.2.** The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

**10.6.3. Parking.** [Intentionally Omitted].

**10.7. Project Signage.** [Intentionally Omitted].

**10.8. Royalties and Patents.** All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

**10.9. Purchase and Delivery, Storage and Installation.** All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

**10.10. Substitutions.** Substitution of any specified material or equipment requires the prior written acceptance of the Manager and/or Building Official. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Manager and/or Building Official to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

**10.11. Unsatisfactory Personnel.**

**10.11.1.** Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

**10.11.2.** The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

**10.12. Contract Modification.**

**10.12.1. Change Orders.**

**10.12.1.1.** Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order (“CO”) approved in advance, and issued in accordance with provisions of the Contract Documents.

**10.12.1.2.** For Contractor initiated change orders, the Contractor is required to provide the Manager and/or Building Official with a detailed Request for Change Order (“RCO”) in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor’s acknowledgement that the changes included in an RCO will not affect the project schedule.

**10.12.1.3.** Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

**10.12.1.4.** In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

**10.12.2.**        Extension of Contract Time.

**10.12.2.1.** If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

**10.12.2.1.1.**    The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

**10.12.2.1.2.**    The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

**10.12.2.1.3.**    The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

**10.12.2.1.4.**    The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

**10.12.3.**        Continuing the Work

**10.12.3.1.** Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

**10.13.**        As-Built Drawings. [Intentionally Omitted]

**10.14.**        Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Manager and/or Building Official, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all

concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Manager and/or Building Official by the Contractor. The Record Set of Drawing must be submitted in the form required by the Manager and/or Building Official.

**10.15. Maintenance of Traffic.** If required during the Project, Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

**10.16. Hurricane Preparedness.** During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year as first stated above.

**CITY OF MIAMI SPRINGS**

**CONTRACTOR**

By: \_\_\_\_\_  
William Alonso, CPA, CGFO  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Attest:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Erika Gonzalez, MMC  
City Clerk

Entity: Deco Surfaces, Inc.

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
City Attorney

**Addresses for Notice:**

City of Miami Springs  
Attn: City Manager  
201 Westward Drive  
Miami Springs, FL 33166  
305-805-5011 (telephone)  
alonsow@miamisprings-fl.gov (email)

**Addresses for Notice:**

Deco Surfaces, Inc.  
Attn: \_\_\_\_\_  
14825 SW 81st Ave  
Miami, FL 33158  
305-265-7783 (telephone)  
\_\_\_\_\_ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
City of Miami Springs City Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**CONTRACTOR'S QUOTE**



# DECOsurfaces

---

Dear Homeowner, Developer, General Contractor, Swimming Pool Builder or Property Manager,

Deco Surfaces, Inc. has specialized in the installation of Spray Deck, a decorative concrete finish, which is ideal for **pool decks, patios, walkways and driveways** since 1996. Spray deck is one of the newest and most innovative products in the swimming pool and re-surfacing industry. Not only can it be installed over new concrete surfaces, it can also be applied over old and worn concrete surfaces. It can be tailored to your liking with a **wide variety of colors, patterns and designs**. We are experts in customizing it by adding imitation brick or flagstone borders, inserting tiles into the pattern or including several different colors in the finish. The options are virtually limitless and will give you a unique and beautiful appearance.

## **Why is Spray Deck the best product for your home or property?**

- Long lasting, looks brand new for many years
  - Requires very little maintenance
  - Its mildew and stain resistant
  - Non-skid
  - Stays cool in hot summer sun
  - Comfortable to bare foot
  - Inexpensive
  - Will withstand vehicular traffic
  - Can be applied over new or existing concrete surfaces
- 

## **We also offer the following products and services:**

- Tennis, Basketball & Shuffleboard court resurfacing
  - Brick & Paver cleaning and sealing
  - Pressure Cleaning
  - Concrete Color Sealing / Deck Painting
- 

**Increase the value and beauty of your property with Deco Surface's Custom Designed Spray Deck**

# DECOsurfaces

---

To: Miami Springs Aquatic Center  
1401 Westward Dr. 33166  
Attn: James Dean

Date: 11/17/2022  
Estimate: 4394A

Re: Spray Deck maintenance to Pool Deck

---

We submit the following proposal:

**Substrate Preparation to existing surface:**

1. Remove any loose and delaminating finish on surface
2. Saw cut cracks approx 1 1/2" deep and fill using acrylic modified cement  
**Note:** does not guarantee against re-cracking
3. Pressure wash using high pressure scrubbers
4. Pressure wash using high pressure nozzles

**Spray Deck application to Front Entrance:**

1. Tape and/or mask off any surrounding areas such as walls, Landscaping, etc.
2. Apply skim coat to increase strength and adhesion of final Product, using acrylic modified cement
3. Second skim Coat application to cover deep lines of stamped concrete  
**Note:** does not eliminate areas of standing water
4. Apply texture coat; Knock down finish
5. **Apply Color / Sealer; ! coat same color**, water based, color acrylic sealer

**Sealer Application:**

Repair areas and Seal complete pool deck.....\$25,250.00

---

**Mobilization & Product Acquisition .....\$13,000.00**

**Balance Due upon Completion .....\$12,250.00**

Thank you for the opportunity to provide this estimate for your surfacing requirements

# DECOsurfaces

---

Very experienced, well known and respected in the swimming pool and building industry, we have handled pool, patio, walkway and other renovations for many of South Florida's finest residential. Condominium and commercial properties. Some of Deco Surfaces, Inc.'s recent projects include:

## Shopping Centers, Hotels

The Palms Town & Country Mall, Kendall	Walkways
Greenery Mall, Dadeland	Walkways
BMW South Motors, Miami	Showroom / Service areas
Sheraton Bal Harbour, Miami Beach	Swimming pool deck
Ritz-Carlton Hotel, Key Biscayne	Balconies and terraces
Fountainbleu Hilton, Miami Beach	Cabanas and walkways
Trump Ocean Grande, Sunny Isle	Balconies and terraces
JW Marriott Hotel, Brickell Ave	Rest. terraces, main hotel entrance
Marriott Residence Inn, Ft Lauderdale	Swimming pool deck
Key Ambassador, Key West	Swimming pool deck
Sonesta Mutiny Park, Coconut Grove	Penthouse terraces and rec. deck
Embassy Suites, Palm Beach	Swimming pool deck

## Schools , Universities, Clubs & Municipalities

University Of Miami	Swimming pool deck & various buildings
Florida Intl university	Swimming pool deck , Library Entrance
Miami Dade College	Swimming pool deck
Ransom Everglades	Swimming pool deck & tennis courts
Miami Springs Aquatic Center	Swimming pool deck
Village of Key Biscayne Rec Cntr.	Swimming pool deck, Patio
Village of Pinecrest	Village office walkways
R. Clemente Park, City of Miami	Water Park
Flamingo Park, Miami Beach	Swimming pool deck entrance area
J.Carter Park, City of Ft. Lauderdale	Swimming pool deck
Pinecrest Gardens (old Parrot jungle)	Walkways & entrance area
United Way Building, Miami	Breezeway walkways
Ballys Total Fitness, Coral Gables	Swimming pool deck

## Condominiums, Apartment Complexes

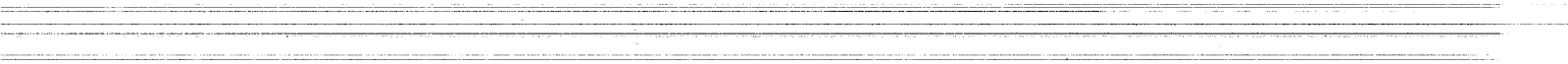
Ocean Reef Club	Fitness Center pool deck
Cocoplum	Swimming pool deck
Fisher Island	Parking garage flooring, walkways
Williams Island	Island Club & Tennis center
Lennar Homes-Variou development	Walkways, terraces and pool decks
Downtown Dadeland	Walkways & terraces



Thank you for the opportunity to provide this estimate for your surfacing requirements

**305 265 7783**

**DECOsurfaces.net**



**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: CITY OF MIAMI SPRINGS AQUATIC CENTER POOL DECK RESURFACING

You are hereby notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, 20\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_\_, \_\_\_/\_\_\_ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (\_\_\_ check here if applicable, with copies to \_\_\_\_\_ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF MIAMI SPRINGS**

By: \_\_\_\_\_  
William Alonso, CPA, CGFO  
City Manager

**ACCEPTANCE OF NOTICE TO PROCEED**

**DECO SURFACES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# DECOsurfaces

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  - Non-skid
  - Stays cool in hot summer sun
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  - Inexpensive
  - Will withstand vehicular traffic
  - Can be applied over new or existing concrete surfaces
- 

## **We also offer the following products and services:**

- Tennis, Basketball & Shuffleboard court resurfacing
  - Brick & Paver cleaning and sealing
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- 

**Increase the value and beauty of your property with Deco Surface's Custom Designed Spray Deck**

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DECOsurfaces.net

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BMW South Motors, Miami	Showroom / Service areas
Sheraton Bal Harbour, Miami Beach	Swimming pool deck
Ritz-Carlton Hotel, Key Biscayne	Balconies and terraces
Fountainbleu Hilton, Miami Beach	Cabanas and walkways
Trump Ocean Grande, Sunny Isle	Balconies and terraces
JW Marriott Hotel, Brickell Ave	Rest. terraces, main hotel entrance
Marriott Residence Inn, Ft Lauderdale	Swimming pool deck
Key Ambassador, Key West	Swimming pool deck
Sonesta Mutiny Park, Coconut Grove	Penthouse terraces and rec. deck
Embassy Suites, Palm Beach	Swimming pool deck

## Schools , Universities, Clubs & Municipalities

University Of Miami	Swimming pool deck & various buildings
Florida Intl university	Swimming pool deck , Library Entrance
Miami Dade College	Swimming pool deck
Ransom Everglades	Swimming pool deck & tennis courts
Miami Springs Aquatic Center	Swimming pool deck
Village of Key Biscayne Rec Cntr.	Swimming pool deck, Patio
Village of Pinecrest	Village office walkways
R. Clemente Park, City of Miami	Water Park
Flamingo Park, Miami Beach	Swimming pool deck entrance area
J.Carter Park, City of Ft. Lauderdale	Swimming pool deck
Pinecrest Gardens (old Parrot jungle)	Walkways & entrance area
United Way Building, Miami	Breezeway walkways
Ballys Total Fitness, Coral Gables	Swimming pool deck

## Condominiums, Apartment Complexes

Ocean Reef Club	Fitness Center pool deck
Cocoplum	Swimming pool deck
Fisher Island	Parking garage flooring, walkways
Williams Island	Island Club & Tennis center
Lennar Homes-Variou development	Walkways, terraces and pool decks
Downtown Dadeland	Walkways & terraces

# DECOsurfaces

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The Colonnade, Dadeland	Swimming pool deck, walways & terraces
Winston Park, Kendall	Swimming pool deck, tennis & basketball crts
Briar Lakes, Kendall	Swimming pool deck, tennis & basketball crts
Sable Chase, Kendall	Patio Areas & walkways
Kings Creek, Kendall	Swimming pool deck
Charlestowne, Kendall	Swimming pool deck & walkways
Lakes By the Bay, Palmetto Bay	Swimming pool deck & walkways
Kendall United Methodist Church	Entrance and patio area
Gables tower, Coral Gables	Terraces, balconies
Grove Harbour, Coconut Grove	Swimming pool deck
South Beach Group-various prop.	Swimming pool deck, walkway
Marina Del Mar, Miami Beach	Swimming pool deck
Opera Tower, Biscayne Blvd.	Swimming pool deck
One Broadway Brickell	Swimming pool deck
Neo vertika, Neo Wind Condo	Swimming pool deck
Brickell Emerald, Brickell Ave	Swimming pool deck, terraces
Brickell Bay Plaza, Brickell Ave	Swimming pool deck
The Metropolitan, Brickell Ave	Swimming pool deck
Brickell Fortune House, Brickell Ave	Swimming pool deck
Goldcoaster Resort, Homestead	Swimming pool deck, walkways
1800 Club, N. Bayshore Dr.	Swimming pool deck
Panorama Tower, Brickell	Swimming pool deck
Wreckers Cay, Key West	Corridors & Breezways

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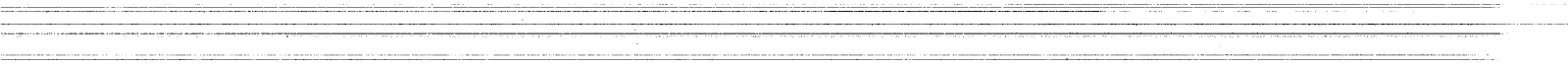
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Thank you for the opportunity to provide this estimate for your surfacing requirements

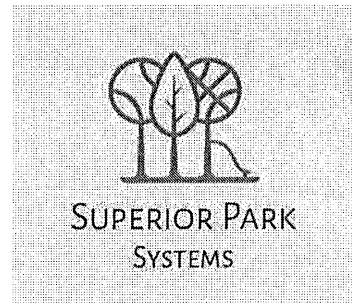
**305 265 7783**

**DECOsurfaces.net**



QUOTE 011207

Superior Park Systems, Inc. quotes the following off the Palm Beach County School Board Contract # 15C-32B that the city may purchase (piggyback) at the same price, terms and conditions:



**QUOTE TO**  
City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

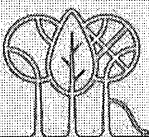
**SHIP TO**  
City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

**QUOTE NO.** 011207  
**DATE** 12/02/2022  
**EXPIRATION DATE**

**SHIP DATE**

**CUSTOMER NAME**                      **LOCATION**  
City of Miami Springs

ACTIVITY	QTY	RATE	AMOUNT
<b>Resurface</b> Miami Springs Aquatic Center: Pool Cool Deck Surface: All site deck service prep including pressure cleaning, resurface painting of existing pool cool deck, clean up of project site when completed. All materials included in price	1	26,395.00	26,395.00
Miami Springs Aquatic Center Pool Deck		DISCOUNT	
		SHIPPING	
		TOTAL	\$26,395.00
		<b>QUOTE TOTAL</b>	<b>\$26,395.00</b>



"For All of Your Parks and Recreational Needs."

# ESTIMATE



## Prepared For

Miami Springs Aquatic Center  
1401 Westward Dr  
Miami Springs, FL 33166  
(305) 805-5078

### Creative Resurfacing - Accounting Dept

4600 140th Ave N, Suite 180  
Clearwater, FL 33762  
Phone: (727) 230-8885  
Email: sales@creativeresurface.com  
Web: creativeresurfacingolutions.com

Estimate # 5425MIA  
Date 11/16/2022  
Business / Tax # CGC1511579

Description	Total
1.2 Surface Prep - Pressure Wash/Spot texture	\$4,612.50
Pressure wash surface area	
Spot grind and texture failing areas	
Seal cracks	
18,450sq' - Solid Color Coating - Finish Labor & Materials	\$35,055.00
This line item is for labor and materials to include:	
1. Application of two color coats with grip additive.	

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<b>Subtotal</b>	\$39,667.50
<b>Total</b>	<b>\$39,667.50</b>

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**AVAILABLE COLORS**

Directional or a non-directional, blind-stamped, blind-embossed or raised embossed finish is available. Please refer to the product literature for more information.

Sand Valley SW7017	West Side SW6106	Essential Gray SW6104	Perpetua SW6102
Revolution Swatch SW7020	Park Lane SW7105	Snowbound SW7001	Windfall Gray SW7004
Gray Area SW7003	Dorian Gray SW7007	Quantum Gray SW7009	Valiant Swatch SW7008
Evening Shadow SW7002	Cobalt SW6103	Raven Cloud SW6105	Eternity Black SW6108
Deer Valley SW7021	Tuxedo SW7012	Speed Gray SW7002	Canyon Gray SW6004

FOR YOUR INFORMATION: [WWW.COLORTOP.COM](http://WWW.COLORTOP.COM)

Completion days are an approximation and are subject to weather conditions. Customer shall provide power and water. Start date to be mutually agreed. Exclusive access to site required. Rapid Quote estimates are subject to an on-site confirmation of conditions and selection of colors, textures and patterns. Photos represent style and design ideas and are not representative of actual results. Color disclaimer - color will change based on lighting conditions, texture and porosity of the surface, mixing ratios and the type of sealer. Digital colors are affected by the device and screen they are viewed on. People also don't see color the same. Contractor and Sherwin Williams have made every effort to display and install consistent color; however, some variation should be expected. Contractor warrants exterior overlays against delamination and peeling, including materials and labor, for 2 years. Contractor warrants interior overlays for 1 year. Residential garage floor warranty 5 years. No warranty on flatwork. Warranty excludes surface cracking or delamination caused by cracking or movement in the customer's slab. Garage floor warranty excludes tire marking. No warranty on invoices not paid in full. Contractor will cover the pool during installation; however, some dust and/or debris may still enter the pool and require a pool cleaning. Contractor is not responsible for the cost of cleaning the pool. Contractor is not responsible for any charges incurred due to carbon monoxide/smoke/fire alarm activation during the project. Unforeseen conditions are subject to additional charge. Contractor assumes no liability for drainage, water damage, water vapor damage, slight variations in color, texture or appearance from samples, hidden conditions, or events outside of our control. The more aggressive finished surfaces are, the greater the coefficient of friction and corresponding skid resistance, the more difficult a surface is to clean. The smoother the finished texture the easier the surface is to clean, but there will be a loss of skid resistance. Contractor is not responsible for determining acceptable coefficient of friction. Contractor reserves the right to substitute materials with equal or higher quality as the job may require. Low spot filling is excluded unless specifically included in writing and all low spots must be identified by customer at start of job. Low spot filling is not guaranteed to solve ponding and drainage problems. Permits, if required, are excluded. Unpaid balance shall accrue interest at 18% per annum. Customer agrees to pay reasonable attorneys fees and costs in collecting sums due. 50% deposit is due upon acceptance. Balance due upon completion. For payments by credit/debit card, the remaining balance will be collected by card charge within 24 hours of job completion and a final invoice will be sent reflecting a zero balance. Proposal good for 14 days. By signing this document, the customer agrees to the terms, services and conditions outlined in this document.

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Miami Springs Aquatic Center

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA PROVIDING FOR THE SECOND AMENDMENT TO THE FISCAL YEAR 2022-23 GENERAL FUND, SPECIAL REVENUE FUNDS AND STORMWATER ENTERPRISE FUND BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) Charter prohibits any City department from incurring expenditures in excess of the department’s approved budget; and

**WHEREAS**, on September 26, 2022, the City Council adopted Resolution No. 2022-4032 adopting the City’s fiscal year 2022-2023 Budget (the “Budget”); and

**WHEREAS**, the Finance Department recommends amending the Budget to record the following General Fund expenditures and receipts: \$17,033 of legal costs carried over from FY2022 for the sign ordinance revisions, \$6,416 to record an FDLE grant received by the police department; \$259,482 in the Special Revenue Fund to account for additional funding in the CITT fund for FY2023; and \$174,600 in the Stormwater Enterprise Fund to record the Resiliency grant received from the State; and

**WHEREAS**, Section 166.241(7), Florida Statutes authorizes the governing body of a municipality to amend the Budget at any time within a fiscal year; and

**WHEREAS**, the City Council has determined that the budget increases, recordations, and appropriations as provided in Exhibit “A” attached hereto and incorporated herein are both proper and appropriate, in accordance with general accepted municipal accounting principles, and should be approved as being in the best interest and welfare of the residents of the City.

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

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Second Amendment to Fiscal Year 2022-2023 Budget.** That the City Council hereby authorizes and approves the amended budgetary appropriations as described in this Resolution and reflected on Exhibit “A” attached hereto and incorporated herein.



**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor George Lob	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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

**EXHIBIT A**  
**SECOND AMENDMENT TO FISCAL YEAR 2022-2023 BUDGET**

**EXHIBIT "A"**

**City of Miami Springs  
FY 2022-23 Budget Amendment  
All Operating Funds**

<b>Fund/Classification</b>	<b>Adopted Budget</b>	<b>Amendment No. 2</b>	<b>Ref</b>	<b>Amended Budget</b>
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$9,567,252			\$9,567,252
Excise Taxes	2,770,585			2,770,585
Licenses & Permits	200,000			200,000
Intergovernmental Revenues	2,226,388	6,416	4	2,232,804
Charges for Services	2,512,300			2,512,300
Fines & Forfeitures	1,372,526			1,372,526
Miscellaneous	371,801			371,801
Proceeds from debt	500,000			500,000
Transfers from other funds	408,210			408,210
Fund Balance	690,602	\$17,033	2	707,635
<b>Total General Fund</b>	<b>\$20,619,664</b>	<b>\$23,449</b>		<b>\$20,643,113</b>
<b>Expenditures</b>				
City Council	185,419			185,419
City Manager	430,662			430,662
City Clerk	349,115			349,115
City Attorney	236,722	\$17,033	2	253,755
Human Resources	330,275			330,275
Finance-Administration	491,672			491,672
Finance-Professional Services	273,756			273,756
Information Technology	423,565			423,565
Planning	93,824			93,824
Police	8,508,272	6,416	4	8,514,688
Code Enforcement	310,376			310,376
Public Works	2,252,473			2,252,473
Recreation & Culture	3,080,800			3,080,800
Golf Operations	2,176,602			2,176,602
Transfers to other funds	1,476,131			1,476,131
Budgeted Increase to reserves	0			0
<b>Total General Fund</b>	<b>20,619,664</b>	<b>23,449</b>		<b>20,643,113</b>
Sanitation Operations	2,608,063			2,608,063
Stormwater Operations	426,820	174,600	1	601,420
<b>Total Enterprise Funds</b>	<b>3,034,883</b>	<b>\$174,600</b>		<b>\$3,209,483</b>
<b>Special Revenue &amp; Capital Projects</b>				
Road & Transportation	632,579	\$259,482	3	\$892,061
Senior Center Operations	1,199,097			1,199,097
Capital Projects	288,613			288,613
Building Operations	1,206,703			1,206,703
Law Enforcement Trust	164,074			164,074
<b>Total Special Revenue &amp; Capital Projects Funds</b>	<b>3,491,066</b>	<b>\$259,482</b>		<b>\$3,750,548</b>
Debt Service	1,672,926	\$0		\$1,672,926
<b>Total Debt Service</b>	<b>1,672,926</b>			<b>\$1,672,926</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$28,818,539</b>	<b>\$457,531</b>		<b>\$29,276,070</b>

**Legend:**

- 1) Record \$174,600 Vulnerability grant received from State
- 2) Legal costs for Sign Ordinance work carried over from FY2022
- 3) Record additional CITT funding for FY22-23 per CITT revenue projections received
- 4) Record FDLE Police Grant

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A SEVENTH AMENDMENT TO THE SETTLEMENT AGREEMENT WITH MERIDIAN MGMT, LLC; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 21, 2011, the City of Miami Springs (the “City”) entered into a settlement agreement with Meridian Mgmt, LLC (the “Company”) to resolve claims brought by the Company against the City relating to permit applications for billboard signs (the “Settlement”); and

**WHEREAS**, the City and Company have amended the Settlement by amendments dated December 18, 2014, October 28, 2015, December 19, 2016, June 11, 2018, December 12, 2019, and December 14, 2020; and

**WHEREAS**, the term of the Settlement, as provided in the Sixth Amendment to the Settlement dated December 14, 2020, concludes on December 31, 2022, subject to various contingencies; and

**WHEREAS**, the City and Company have mutually agreed to modify the terms of the Settlement to extend the term of the Settlement for another one year period through December 31, 2023 in accordance with the terms and conditions set forth in the Seventh Amendment to the Settlement Agreement between the City and the Company, attached hereto as Exhibit “A” (the “Seventh Amendment”); and

**WHEREAS**, the City Council approves the Seventh Amendment and authorizes the City Manager to execute the Seventh Amendment on behalf of the City; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

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

**Section 2. Approval.** The City Council approves the Seventh Amendment with the Company.

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to execute the Seventh Amendment, in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

Vice Mayor George Lob	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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

**EXHIBIT A**

**SEVENTH AMENDMENT TO  
SETTLEMENT AGREEMENT  
BETWEEN  
THE CITY OF MIAMI SPRINGS  
AND  
MERIDIAN MGMT, LLC**

SEVENTH AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN  
CITY OF MIAMI SPRINGS AND MERIDIAN MGMT, LLC

THIS Seventh Amendment to Settlement Agreement ("Amendment") is entered into this \_\_\_\_ day of November, 2022, by and between MERIDIAN MGMT, LLC, ("Meridian"), a Florida limited liability company, its successors and assigns, whose address is c/o Wade F. Johnson, Jr., 4255 Tidewater Dr., Orlando, FL 32812 and the CITY OF MIAMI SPRINGS, a Florida municipal corporation, whose address is 201 Westward Dr., Miami Springs, FL 33166 ("City") and the parties hereto agree to amend the Settlement Agreement between Meridian and the City dated December 21, 2011, as amended, ("Agreement"), as follows:

1. The term of the Agreement shall be extended and shall now terminate on December 31, 2023. In the event that the City has submitted all items needed for an annexation application and is waiting for Miami-Dade County to make a determination on that application, the Agreement shall be extended beyond December 31, 2023, until a final decision is reached by Miami-Dade County on the City's annexation application, except that such extension shall not be for more than an additional year. If Miami-Dade County rejects the City's annexation application, then the Agreement will terminate. If Miami-Dade County accepts the City's annexation application, the Agreement shall continue in force for its provisions to be implemented by Meridian and the City.
2. Meridian understands that the City may incur legal fees and expenses to defend legal challenges to the Miami Springs annexation described in the Settlement Agreement. Meridian agrees to pay for those legal fees and expenses subject to review of those fees and expenses by Meridian with the City. Meridian agrees that, if Meridian chooses not to approve any such fees and expenses, the City may discontinue its annexation efforts and the Agreement will become null and void.
3. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

Witness

**MERIDIAN MGMT, LLC**

\_\_\_\_\_

By:

\_\_\_\_\_

Wade F. Johnson, Jr., Manager

\_\_\_\_\_  
(Please Print or Type Name)

**CITY OF MIAMI SPRINGS**

ATTEST:

\_\_\_\_\_  
Erika Gonzalez  
City Clerk

By:

\_\_\_\_\_  
William Alonso  
City Manager

By:

\_\_\_\_\_  
City Attorney