

October 18, 2024

Eddyson Etienne  
City of Delray Beach Purchasing Agent  
100 NW First Avenue  
Delray Beach, Florida 33444

**Re: Old Germantown Road from Park Access Road to S Congress Avenue, RFQ No. 2024-029, FM# 444377-1-58-01 Rev.04**

Dear Mr. Etienne,

R.J. Behar & Company, Inc. (RJ Behar) appreciates the opportunity to submit this proposal for providing CEI Services associated with the above-reference project. Herein, we provide a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services. It is understood that the Florida Department of Transportation Local Agency Program (LAP) and The City of Delray Beach will fund this project. In addition to the inspection and coordination of construction activities, RJ Behar will facilitate the City by providing the required information needed to ensure compliance with the FDOT LAP requirements including the reimbursement process.

### **SCOPE OF WORK**

RJ Behar will provide civil engineering and construction and inspection services (CEI) to construct curbs, sidewalks, ADA accommodations, shared use paths, drainage, swales, utilities, pedestrian lighting, signage, roadway pavement preservation/rehabilitation, landscape improvements and pavement markings, in accordance with FDOT/LAP requirements and City policies, procedures, standards, and requirements for approximately 1.7 miles. The services will include maintaining records of the project events witnessed by our inspection staff; properly documenting any significant project changes; assisting the City with interpreting plans, specifications, and construction contract provisions; making recommendations to the City to resolve disputes; maintaining an adequate level of surveillance of the Contractor's operations; and coordinating with FDOT Oversight to ensure LAP compliance.

The estimated CEI time for this project is seven hundred and sixty (760) calendar days from the issuance of the Notice to Proceed to Final Completion, which includes 700 days for construction, 30 days for pre-construction services and 30 days for post-construction services. These services include preliminary coordination meetings prior to the start of work, plans review/project set-up, final closeout documents, attend compliance audits, meetings and trainings as requested by the FDOT LAP or Construction office, closeout documentation and compliance with the Department and certification once the project is completed. Should this project exceed the estimated time due to factors or delays caused by circumstances outside of our control, we reserve the right to seek additional fees for our CEI Services.

### **3.3 Construction Administration and Engineering:**

**3.3.1 Constructability Field Review:** RJ Behar will conduct a field review of the Contract Drawings with the selected Contractor and will determine if there are any visual constructability issues or conflicts not shown in the plans and will discuss if there is any value engineering possibility conducive to cost saving changes. We will address these items prior to construction and meet with the City's PM and Propel's EOR to discuss any issues discovered and will provide recommendations to resolve the issues. RJ Behar will acknowledge that the contract drawings have been reviewed and that all comments or recommendations have been brought to the attention of the EOR and the City before construction starts and documented with minutes. Any changes made need to be incorporated into the contract by the EOR and the City issuing an addendum.

**3.3.2 Preconstruction Meeting:** We will prepare and distribute the preconstruction meeting agenda and facilitate the pre-construction meeting with the City's awarded contractor, City staff. The CEI will coordinate with all associated permitting

Agencies and all key players including FDOT LAP Oversight Palm Beach Operation Office to attend the meeting. After the meeting, we will prepare and issue meeting minutes to all participants and upload them into GAP.

- 3.3.3 Shop Drawings Submittal Reviews: RJ Behar will receive, review and keep a tracking log for each project submittal, documenting all the major milestones from when date received all the way to the date approved and submitted back to the contractor. We will ensure that all materials are on the APL or from a FDOT Prequalified Manufacturer. RJ Behar will manage, log, and review and approve/reject all shop drawings and submittals including the TTCP from the contractor for general conformance with the EOR design intent and provisions of the Contract Documents. RJ Behar will review and return submittals to City and Contractor within fourteen calendar days of receipt. A detailed submittal log will be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, returned along with a record of review comments.
- 3.3.4 Progress Meetings: RJ Behar will prepare the agenda and conduct the project progress meetings with the City and Contractor on a bi-weekly frequency. We will schedule the meeting in person and through Microsoft TEAMS to give flexibility to the attendees. After discussion of the meeting agenda and taking notes, we will prepare the meeting minutes and distribute them to all attendees for review and comments and once accepted will be uploaded into GAP as required.
- 3.3.5 Pay Estimate Review: RJ Behar will review monthly payment applications submitted in a format acceptable to the city and will verify that the quantities and invoiced amount as represented on the pay request and make a written recommendation to the city to proceed with the payment as requested, or as modified based on our review. We will ensure that all supporting documentation including FDOT forms are included in the monthly submittal. We will complete the City of Delray Beach's Contractors Past Work Performance Evaluation monthly (with each pay application). We will complete Capital Improvement Projects Close-Out Checklist
- 3.3.6 Construction Schedule Review: RJ Behar will monitor the construction schedule and review the contractor's 2-week look ahead schedule with our inspector and the contractor and will report to the City if any condition on the project has change or are causing any delay. In the case of any delay, Mr. Nestor Santana will notify the contractor in writing and request the Contractor to submit a recovery schedule plan to catch up with the contract final date.
- 3.3.7 Construction Clarifications: RJ Behar will respond in writing to Contractor's Request for Information (RFI) regarding the contract documents and will coordinate with the EOR, as required to respond any issue of design related interpretations and clarifications of the contract documents, along with associated support materials, as requested by the contractor. These interpretations will be delivered, and a response prepared and submitted to the contractor in a timely manner. A detailed RFI log will be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, returned along with a record of responses.
- 3.3.8 Construction Claims and Changes: In case a contract requires a change, RJ Behar will define the steps and procedures required by the City to approve and implement the proposal. We will strictly adhere to the process, from contract change request (issued by either party) through to claim, if necessary. RJ Behar will prepare, review, and negotiate City requested or Contractor initiated Field Order (FO), Work Change Directive (WCD), or Change Order (CO) during the construction period. RJ Behar will review and discuss recommendations with City all Contractor delay claims or requests for additional compensation within the construction period. RJ Behar will respond to the Contractor's claims in accordance with the Contract Documents. **RJ Behar will not verbally or in writing execute any change orders with the Contractor. The City has sole authority to execute change orders.** Also, we will submit all changes to **FDOT LAP Oversight Palm Beach Operation Office** for concurrence and/or participation as required by the LAP Agreement.

- 3.3.9 Quality Assurance (QA) Program: RJ Behar will develop and submit its QA Plan to the City's PM for approval. The QA Plan will detail the procedures, evaluation criteria, and instructions of our organization for providing services pursuant to this scope. We also will maintain all necessary records for the QA Plan compliance and initiate QA Plan Review to make any necessary revisions during the construction period.
- 3.3.10 Tracking & Oversight of Material Samples: RJ Behar will track and review and oversee the contractor's testing lab for all specified material certifications, samples, and testing of materials. We will also review signed and sealed reports from testing agencies for compliance.
- 3.3.11 Certification of Construction Completion: RJ Behar will notify the City and contractor in writing once the project is deemed to meet contract completion milestones. We will certify, based on visible inspections, and review testing reports that the project was constructed in general conformance with the contract documents and all permit conditions.
- 3.3.12 Public Records Request Assistance: RJ Behar shall assist the City project manager with any public records request received regarding this project. CEI Consultant shall gather and provide all required information in a timely manner.
- 3.3.13 Substantial Completion and Final Completion Inspections: In conjunction with City Staff, RJ Behar will make preliminary and final inspections at Substantial Completion (SC) and Final Completion (FC). We will prepare a Project Completion "punch list" after preliminary inspection at SC and FC. Also, we will review completion of identified punch-list items before final inspection to assist in the determination that the contractor has achieved SC or FC. We will advise the City and provide formal notice to the contractor once SC or FC of the project has been achieved in accordance with the contract documents.
- 3.3.14 Record Drawings: RJ Behar will review monthly progressive as-built record drawings from the contractor and provide comments to achieve the final set of signed and sealed as-built record drawings upon FC.
- 3.3.15 Coordination with City and Private Utility Companies: RJ Behar will provide a representative to coordinate with the City Utilities Department, FPL, mail/parcel delivery and garbage/recycling pickups and all private utility providing overhead and underground utilities. This coordination is included in our inspection services. We will attend utility coordination meetings and monitor the contractor's baseline and updated construction schedules to verify that any necessary utility relocations do not impact the contractor's work sequence and notify the city and contractor when and if the relocation work affects the contractor's schedule.
- 3.3.16 Project Commissioning: RJ Behar shall provide assistance, as requested, to the Contractor and City to implement project commissioning and turnover to City's O&M staff. Duties will include, but not limited to, assisting with the planning and scheduling of facilities start-up, including equipment testing, personnel training, operational demonstration, turnover and warranty initiation.
- 3.3.17 Project Closeout: In conformance with contract documents, RJ Behar will review and deliver to the City's PM the required contract documentation to be submitted by the contractor as listed under the construction agreement. In addition, we will provide one complete set of final shop drawing submittals and the contractor's field mark-up drawings demonstrating any construction deviations from the original construction plans. The following steps will be taken before the project can be considered finalized.

### **3.4 Construction Inspection Services:**

RJ Behar will provide full time Senior Inspector (40 hours per week) during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the Contract Documents so that an engineering certification can be made in accordance with City and outside agency permit requirements. The inspector shall have experience in roadway construction and the scope of work listed in this RFQ, as it relates to the project. RJ Behar's Inspector will serve as owner's representative with Contractor, working principally through the Contractor's Superintendent and assisting him in understanding the intent of the Contract Documents.

RJ Behar staff will verify the correct wage table is in the contract and posted on the jobsite Bulletin Board, conduct monthly reviews of the Job-site Bulletin Board, submit daily work reports on a weekly basis or as required by the Oversight Compliance Specialist assigned to this project. We will conduct and review Employee EEO labor interviews with Contractor's employees, as per FDOT LAP requirements for contractors to ensure that all DBE and EEO/AA subcontractors are paid timely, and payments are verified. The inspector will report, in writing to the City and the Contractor, and issue a non-compliance notice whenever the work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to any payment request.

Project Journal: Provide daily reports documenting all Contractor and Subcontractor personnel, all equipment on-site, whether it is idle or not, materials, quantities of work performed, weather condition, daily narrative of site activities, and any other necessary information. Daily report should include photographic documentation of construction activities daily. Also, will maintain project documents and ensure files are up to date and current and are in accordance with the Federal requirements and final submittals. We will verify the goals of the anticipated DBE statements are met per the established Federal and State regulations, conduct commercially useful functions for all DBE subcontractors, ensure all DBE subcontractors are paid timely and verify payments and review and maintain Sub-Contracts in the compliance files as required. Along with daily reports of construction our inspection staff will collect material tickets for materials delivered or incorporated in the project. Including all Buy America certifications required by law. We will ensure all material meets the contract specifications and all applicable City, County, State, and/or Federal requirements and are uploaded into GAP.

NPDES and SWPPP: RJ Behar Staff will verify that the Contractor is complying with National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) plans, which are required to be maintained during construction by the Contractor.

Traffic Control: Inspection of maintenance of traffic (MOT) devices in work zones during construction will be done daily by RJ Behar inspection staff who is on site to ensure the MOT follows the approved traffic control plans or the contract documents. Ensure that Contractor is complying with all City, State and Federal safety standards and that there is strict adherence to approved Maintenance of Traffic (MOT) plans.

Inspection: Conduct full-time on-site observations and inspections of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work conforms to the Contract Documents. Consultant's inspector shall report, in writing to the City and the Contractor, whenever Consultant believes that work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to any payment request. Inspections by CEI shall be conducted and approved prior to any concrete work being placed. Accompany visiting inspectors representing permit or regulatory agencies having jurisdiction over the project. Record in writing, the outcome of these inspections and report to City.

- Consider and evaluate construction Contractor's suggestions for modifications in drawings or specifications and report them to the City, in writing. CEI Consultant's Construction Manager shall make recommendation for action by the City.

- Review Contractor's as-built record drawing information on a monthly basis to confirm proper updates are being made.
- Assist the Contractor in coordinating all required materials and density testing, as required by the Construction Documents.
- Inspectors shall work with the Contractor and develop a daily pay item quantity sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
- Complete Capital Improvement Projects Close-Out Checklist.
- Complete the City of Delray Beach's Contractors Past Work Performance Evaluation monthly (with each pay application).
- Perform inspections relating to steel and concrete formwork prior to concrete placement.
- Comply with all LAP Agreements / F.A.P. No. D424-010-B, Reporting and Reimbursement Requests on behalf of the City.

#### LIMITATIONS OF AUTHORITY

Limitations of inspector's authority, except upon written instructions from the City:

- Shall not exceed limitations on CEI's authority as set forth in the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Subcontractors or CEI Construction Manager, or expedite the work.
- Shall not issue directions relative to any aspect of means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- Shall observe and oversee but not participate in specialized field or laboratory tests.

#### **3.5 Public Outreach:**

- RJ Behar will provide a Public Information Officer (PIO) through our subconsultant Cruz Public Relations to assist with public outreach services and will keep the community aware of the status and traffic impacts of the project. Additionally, we will provide public outreach services to include, but not be limited to:
- The PIO will coordinate with the inspection staff to keep the residents well-informed regarding the Contractor anticipated work schedule will be for the coming weeks.
- Monthly Drone Photographs shall be supplied on a GIS linked Website.
- With approval from the City's designee, prepare and disseminate information to the public, elected officials and the media regarding any upcoming events, which will affect traffic flow.
- The PIO will produce and distribute all publications letters, door hangers, mail notifications, brochures, and news releases to homeowners necessary for this construction contract. Prior to release, the City's designee will approve all responses, letters, provide drone photography, news releases, and the like.
- Also, we will establish a continuously updated webpage, provide timely and professional responses to project inquiries including emails, telephone calls, etc. and coordinate public information meetings, open houses, and community meetings as directed by the City's representatives.
- The PIO will maintain a website linked to the City's website and provide current and accurate information weekly, at a minimum. The website must be capable of receiving email inquiries regarding the project. The website will be operational for the duration of this contract.
- The PIO shall administer a project hotline and create and maintain a log of resident concerns including name, contact information, type of concern, date received and status of resolution. The complaint log needs to be updated shared with City project manager weekly, at a minimum.
- Consultant will support the City in providing ongoing public information and education about the project and construction progress activities.
- Consultant will support the City in resolving individual complaints or issues from concern log.

**3.6 Administrative Services:**

RJ Behar will provide necessary software and hardware to efficiently and effectively conduct all responsibilities mentioned above. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain full responsibility for any risk of loss or damage.

**3.7 Surveying:** (Optional Additional Services)

RJ Behar will provide Surveying Services as required, through Biscayne Engineering, licensed in Florida, to check or establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project. Additional services could include: Perform engineering inspections for compliance with City, State, and Americans with Disabilities Act (ADA) regulations, facilitate any permits, easements, recording of easement, additional inspections requiring survey including public outreach, right-of-way, or landscape removal coordination and conduct property easement or land acquisition boundary surveys or legal sketch & descriptions as outlined in the surveyor’s proposal attached in Exhibit “A”.

**3.8 Material Verification and Testing:**

Our subconsultant, Arehna Engineering, Inc., will provide material sampling services through R.J. Behar & Company, Inc., as outlined in our contract with the City. Material testing will adhere to the LAP Manual and the Federal Highway Administration Contract Administration Core Curriculum Manual (FHWA CACCM). Arehna will assist with soil material testing, including modified proctor, organic content, and soil classification within the project limits. Additionally, they will provide a CTQP Asphalt Plant Inspector to monitor the contractor’s asphalt plant activities in general accordance with the requirements for Section 334 Asphalt Concrete for LAP (Off-System) specifications. Paving Technician as needed, along with density reports, project management, and administrative support. This will include verifying contractors are batching and testing in accordance with their Quality Control Plan.

**COMPENSATION**

RJ Behar shall perform the work detailed in this proposal on an hourly basis for the work performed as outlined in Exhibit “A”. Tasks **3.3 - Construction Administration and Engineering, 3.4 - Construction Inspection Services, 3.5 (Public Outreach), 3.7 - Surveying and 3.8 - Material Verification and Testing** will be billed as work performed including timesheet, subconsultant backup and invoices respectively. The total NTE sum of this proposal is **One Million Seventy Thousand with Nine Hundred and Eighty-Seven Dollars with Six Cents (\$1,070,987.06)**. Attached with Exhibit “A” is a complete fee proposal including all our sub-consultant fee proposals.

Exclusions:

The following services are not included in the services to be performed under this fee proposal:

- Preparation of As Built
- Design Services; Plans Reviews, Survey, Error, and Omissions
- Soil Compaction Densities (Quality Control provided by Contractor)
- (Certification of installation is included in 3.3.11)

- Landscape Architecture/Arborist.
- City Furnished Documents & Data:
- Approved Permitted Construction Plans and Contract Invitation to Bid Documents
- Executed Contract between the Contractor and City of Delray Beach and Contract Specifications
- Technical Special Provisions and any Applicable Permits.

We appreciate the opportunity of submitting this proposal. We look forward to working with the City of Delray Beach on this project.

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

Nestor Santana, P.E.  
Director of Construction Management



**R.J.Behar & Company, Inc.**  
Engineers • Planners

August 15, 2024

Mr. Eddyson Etienne  
Purchasing Agent  
City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, FL 33444

**RE: RFQ 2024-029 - Old Germantown Road from Park Access Road to S Congress Avenue CEI**

Dear Mr. Etienne,

R. J. Behar & Company, Inc. has granted signing authority to the people listed hereunder.

ROBERT J. BEHAR	President/CEO & Treasurer
PAOLA RIVEROS	Vice-President
DERETH BEHAR	Vice-President/Corporate Secretary

Should additional information be required please contact me at 954-680-7771.

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

A handwritten signature in blue ink, appearing to read 'R. J. Behar', is written over a light blue horizontal line.

Robert J. Behar, P.E.  
President



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 1, 2024

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 professional services types of work per Rule 14-75, F.A.C.:

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 3.3 Controlled Access Highway Design
  
- 4.1.1 Miscellaneous Structures
- 4.1.2 Minor Bridge Design
  
- 5.1 Conventional Bridge Inspection
  
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
  
- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization
  
- 10.1 Roadway Construction Engineering Inspection
  
- 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, 2025, for contracting purposes.



Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
179.59%	147.42%	1.332%	Excluded	1.94%	0.11%*

\*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](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

# EXHIBIT A

EXHIBIT "A"

ESTIMATE OF LABOR EFFORT AND COST

Project Name Old Germantown Road from Park Access Road to S Congress Avenue  
 Client City of Delray Beach

9/26/2024  
 RJ Behar & Co., Inc.

Construction Services (26 months = 24 Const + 1 Precon +1 Closeout)

Labor Classification	Senior Project Engineer/PA		Project Administrator		Contract Support Specialist/RCS		Senior Roadway Insp.		Roadway Insp.		PIO		HOURS PER TASK	COST PER TASK	LUMP SUM/TASK SERVICES TOTALS	HOURLY SERVICES TOTALS	OPTIONAL SERVICES TOTALS	GRAND TOTALS ALL TASKS	DESCRIPTION	
	Hours	Billing Rate	Hours	Billing Rate	Hours	Billing Rate	Hours	Billing Rate	Hours	Billing Rate	Hours	Billing Rate								
<b>3.3 Construction Administration &amp; Engineering</b>	1,608.50	\$ 297,250.80	420.75	\$ 59,923.22	1,460.70	\$ 108,661.47							3,489.95	\$ 465,835.49		\$ 465,835.49		\$ 465,835.49		
<b>3.4 Inspection Services</b>							3,918.75	\$ 417,817.13	990.00	\$ 76,556.70			4,908.75	\$ 494,373.83		\$ 494,373.83		\$ 494,373.83		
<b>3.5 Public Outreach</b>												486.75	\$ 41,373.75	486.75	\$ 41,373.75		\$ 41,373.75		\$ 41,373.75	
PIO Expenses															\$ 12,000.00	\$ -		\$ 12,000.00		
PIO Drone															\$ 8,400.00	\$ -		\$ 8,400.00		
<b>3.7 Surveying (Optional Additional Services)</b>															\$ -	\$ -	\$ 8,250.00	\$ 8,250.00		
<b>3.8 Geotechnical Services</b>															\$ 40,754.00	\$ -		\$ 40,754.00		
															\$ -	\$ -		\$ -		
															\$ -	\$ -		\$ -		
<b>STAFF TOTALS</b>	1609	\$ 297,250.80	421	\$ 59,923.22	1461	\$ 108,661.47	3919	\$ 417,817.13	990	\$ 76,556.70	487	\$ 41,373.75	8,885.45	1,001,583.06	\$ 61,154.00	1,001,583.06	8,250.00	1,070,987.06		

NOTES:

**3.3 Construction Administration and Engineering includes the following Subtasks:**

- 3.3.1 Constructability Field Review
- 3.3.2 Preconstruction Meeting
- 3.3.3 Submittal Review
- 3.3.4 Progress Meetings
- 3.3.5 Pay Estimate Review
- 3.3.6 Construction Schedule Review
- 3.3.7 Construction Clarifications
- 3.3.8 Construction Claims & Changes
- 3.3.9 Quality Assurance Program
- 3.3.10 Tracking & Oversight of Material Samples
- 3.3.11 Certification of Construction Completion
- 3.3.12 Public Records Request Assistance
- 3.3.13 Substantial & Final Completion Inspections
- 3.3.14 Record Drawings
- 3.3.15 Coordination with City and Private Utl Comp.
- 3.3.16 Project Commissioning
- 3.3.17 Project Closeout

**Surveying Optional Services as requested by the city:**

1. Provide profile data along the shared use path as depicted on profile sheets 31 to 45 of 177, provide profile data along the back of sidewalk per profile data on sheets 46 to 48 of 177. **(\$ 15,000.00)**
2. Drainage data information: Obtain drainage information on 30 drainage structures and show the cross-section data as shown on sheet 50 to sheet 62 of 177. **(\$7,500.00)**
3. Provide cross section data for up to 91 sections as shown on sheet 77 to sheet 108 of 177. **(\$17,000.00)**
4. Conduct property easement or land acquisition boundary surveys or legal sketch & descriptions. This task will be performed at **one thousand dollars** per sketch and legal document. And **one thousand dollars** per land acquisition boundary survey.



**CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES**

	Quantity	Units	Rate	Subtotal
<b>Engineering Technician</b> Perform sampling as needed - estimate 20 trips	60	hour	\$ 81.00	\$ 4,860.00
<b>Asphalt Plant Inspector</b> Estimate 12 Days	120	hour	\$ 108.00	\$ 12,960.00
<b>Asphalt Roadway Inspector</b> Estimate 12 Days	120	hour	\$ 108.00	<del>\$ 12,960.00</del>
<b>Laboratory Testing</b>				
<b>Soil</b>	<b>Quantity</b>	<b>Units</b>	<b>Rate</b>	<b>Subtotal</b>
Modified Proctor Test	20	each	\$ 165.00	\$ 3,300.00
Limerock Bearing Ratio (LBR) Test	4	each	\$ 462.00	\$ 1,848.00
<b>Concrete</b>				
Compressive Strength Testing - estimate two sets of 5	10	each	\$ 30.00	\$ 300.00
<b>Engineering Services</b>	<b>Quantity</b>	<b>Units</b>	<b>Rate</b>	<b>Subtotal</b>
Senior Professional Engineer	4	hour	\$ 213.48	\$ 853.92
Project Manager	20	hour	\$ 144.24	\$ 2,884.80
Administrative Assistant	10	hour	\$ 78.75	\$ 787.50
			<b>Subtotal</b>	<b>\$ 40,754.22</b>
<b>ESTIMATED CONSTRUCTION MATERIALS TESTING &amp; INSPECTION SERVICES TOTAL</b>				<b>\$ 40,754.22</b>

- Notes:
1. Minimum charge of 4 hours (portal to portal) will apply for soils, concrete and asphalt testing, when requested.
  2. Minimum charge of 3 hours (portal to portal) will apply for all sample pickups when not scheduled concurrent with testing.
  3. Cancel without notice trips will be charged as a sample pick up.
  4. The above estimate is based on normal working hours between 7:00 am to 5:00 pm Monday thru Friday. Work performed greater than 8 hours per day or hours, outside of normal, working hours including weekend, or holiday work will be invoiced at overtime rates of 1.5 times the normal hourly rate.
  5. Site safety meetings and project safety training meetings required by the contractor will be billed at normal billable unit rate above.
  6. For jobsite or field testing or sampling services, personnel hours are charged for job preparation including specifications, drawings, and lab data review, consultations with engineers, mobilization, travel time portal, demobilization and documentation for reports.
  7. Contractor's phasing and scheduling of the project, along with means and methods, can significantly impact the estimated quantities and costs.  
 Actual costs invoiced will be based on the actual test quantities and time incurred on the project.

## Billing Rates

Project No: RFQ 2024-029 -  
 Project Title: Old Germantown Road from Park Access Road to S Congress Avenue CEI  
 Consultant/ R.J. Behar  
 Subconsultant Name: AREHNA Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Senior Professional Engineer	\$71.16				\$213.48
Project Manager	\$48.08				\$144.24
Asphalt Roadway Inspector	\$36.00				\$108.00
Engineering Technician	\$27.00				\$81.00
Administrative Assistant	\$26.25				\$78.75

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (138.56%)

FRINGE = HOURLY RATE x FRINGE (51.58%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (3.30%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

## Staffing Plan

Project No: RFQ 2024-029 -  
Project Title: Old Germantown Road from Park Access Road to S Congress Avenue CEI  
Consultant/ R.J. Behar  
Subconsultant Name: AREHNA Engineering, Inc.

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<b>Classification</b>	<b>Proposed Staff</b>	<b>Role</b>
Senior Professional Engineer	Amanda Pereira, PE	Project Oversight, QC Reviews
Project Manager	Stephen Long, PE	Project Management, Field and Lab Data Review
Asphalt Roadway & Plant Inspector	Winston Orellana	Asphalt Plant and Roadway Inspection
Engineering Technician	Raylin Jurado	Field Sampling and Testing
Administrative Assistant	Bridget Robison	Reporting Support, Administrative

**CONSTRUCTION MATERIAL TESTING LABORATORY SERVICES**

**Laboratory Testing**

<b>Soil</b>	<u>Units</u>	<u>Rate</u>
Modified Proctor Test (ASTM D1557)	each	\$ 165.00
Standard Proctor Test (ASTM D698)	each	\$ 160.00
Limerock Bearing Ratio (LBR) Test (FM5-515)	each	\$ 462.00
Natural Moisture Content (ASTM D2216)	each	\$ 25.00
-#200 Wash (ASTM D1140)	each	\$ 55.00
Grain Size Analysis (ASTM D422)	each	\$ 85.00
Grain Size Analysis (ASTM D422) with Hydrometer	each	\$ 215.00
Atterberg Limits (ASTM D4318)	each	\$ 75.00
Organic Content (ASTM D2974)	each	\$ 55.00
Specific Gravity of Soils (ASTM D854)	each	\$ 93.00
Soils Corrosion Series FM 5-550 through 5-553	each	\$ 294.00
Consolidation Test on Undisturbed Samples (ASTM D2435)	each	\$ 625.00
Unconfined Compression Test Soils (ASTM D2166)	each	\$ 252.00
Unconfined Compression Test Rock (ASTM D7012)	each	\$ 206.00
Constant Head Permeability Test of Sand (ASTM D2434)	each	\$ 420.00
Laboratory Permeability Test of Fine Grained Soil (ASTM D5084)	each	\$ 614.00
Triaxial Shear Test - Unconsolidated Undrained (UU) (ASTM D2850)	each	\$ 520.00
Triaxial Shear Test - Consolidated Undrained (CU) (ASTM D4767)	each	\$ 650.00
Direct Shear Test (ASTM D3080)	each	\$ 449.00
<b>Concrete &amp; Grout</b>	<u>Units</u>	<u>Rate</u>
Laboratory Compressive Strength Test of 4x8 Cylinders (ASTM C39)	cylinder	\$ 30.00
Laboratory Compressive Strength Test of Prisms (ASTM C1019) - 1 set of 4	set	\$ 120.00
Laboratory Compressive Strength Test of Cubes (ASTM C109) - 1 set of 6	set	\$ 180.00
Laboratory Compressive Strength Test of Cores (ASTM C42)	each	\$ 75.00
<hr/>		
Floor Flatness and Levelness Testing (ASTM E1155)		
Testing of Slab up to 20,000 sf	each	\$ 825.00
each additional 10,000 sf	each	\$ 275.00
<b>Asphalt</b>	<u>Units</u>	<u>Rate</u>
Extraction & Gradation Test (FM1-T-030 & FM5-563)	each	\$ 175.00
RICE Testing (FM1-T-209)	each	\$ 175.00
Asphalt Cores for Density & Thickness	each	\$ 50.00
Asphalt Coring Rig	day	\$ 460.00
<b>Miscellaneous</b>	<u>Units</u>	<u>Rate</u>
Vibration Monitoring Mobilization	job	\$ 500.00
Vibration Monitoring - Remote, per unit	week	\$ 550.00
Vibration Monitoring - Installation, Maintenance and Removal of Unit	hour	\$ 120.00
Geo Saximeter Testing	hour	\$ 195.00

- Notes:
1. Minimum charge of 3 hours (portal to portal) will apply for soils, concrete and asphalt testing, when requested.
  2. Minimum charge of 2 hours (portal to portal) will apply for all sample pickups when not scheduled concurrent with testing.
  3. Minimum charge of 4 hours (portal to portal) will apply for all Structural Steel Inspection. Client must provide access to inspection members. Minimum of 48 hours notice required for Structural Steel & Fireproofing Inspection.
  4. Cancel without notice trips will be charged as a sample pick up.
  5. The above rates are based on normal working hours between 7:00 am to 5:00 pm Monday thru Friday. Work performed greater than 8 hours per day or hours, outside of normal, working hours including weekend, or holiday work will be invoiced at overtime rates of 1.5 times the normal hourly rate.
  6. Site safety meetings and project safety training meetings required by the contractor will be billed at normal billable unit rate above.
  7. For jobsite or field testing or sampling services, personnel hours are charged for job preparation including specifications, drawings, and lab data review, consultations with engineers, mobilization, travel time portal, demobilization and documentation for reports.



City of Delray Beach  
RFQ No. 2024-029  
Project No. 20-016 / FDOT LAP Project No. 444377-1-58-01  
Old Germantown Road from Park Access Road to S Congress Avenue  
CONSTRUCTION ENGINEERING & INSPECTION SERVICES

### 3.5 PUBLIC OUTREACH – Public Information Officer (PIO)

Meredith Cruz, Principal  
Cruz Public Relations

#### Contact Information:

236 River Drive, Tequesta, FL 33469 | 561.589.9584 | [mcruz@cruz-pr.com](mailto:mcruz@cruz-pr.com) | cruz-pr.com

#### OVERVIEW

Since 2006, Ms. Cruz has served as a Public Information Officer (consultant) for the Florida Department of Transportation District 4, working on over 1,000 projects in Palm Beach County, including many in the City of Delray Beach. She started Cruz Public Relations in 2022 and is an independent communications consultant and construction project spokesperson.

#### STAFFING

Ms. Cruz will be the sole consultant for this contract.

Should any additional staff or assistance be required to fulfill certain tasks (such as holding a Public Information Meeting) it will be discussed, reviewed and approved with the project team in advance.

#### DUTIES/SCOPE

To be followed per RFQ No. 2024-029 section 3.5 Public Outreach, such as: dissemination of information to public, including flyers, meetings, photography, web maintenance, email/phone correspondence, progress updates and PIO tracking log.

Expenses may be incurred to complete tasks such as mailings and postage. Please see attached list of potential itemized expenses.

#### RATES FOR SERVICES (HOURLY)

- **\$85/hr. (loaded rate)**
- **Estimated hours per week: 4-8 for first 2-3 months, 2-4 for remainder of project**
  - Hosting meetings, attending HOA meetings, attending weekly progress meetings
  - Weekly web maintenance
  - Weekly lane closure updates and monthly update flyers





- **Total Project Expenses: \$12,000 reimbursable pending PM approval**
  - Should approved expenditures reach lower than \$2,000 before project completion, will discuss and review with how to proceed

### **ATTACHMENTS**

- FDOT Signed Action Request Form (ARF) for Cruz PR
  - In lieu of Audit/Verification Letter as FDOT work commenced in June 2024
- List of Potential Expenses

### **SUGGESTIONS**

- PIO attend Design Hand-off
- PIO meet with Design PIO to review all inquiries up to this point, and receive a copy of project stakeholders/contact information, etc.
- Meet with City well in advance of start date to review/establish preferred PIO schedule prior to start date
- Attend already established HOA meetings as needed to introduce team and provide updates (quarterly or bi-yearly)
- Provide a monthly progress update flyer stating work completed during month and look ahead for following month
- Meet with project team weekly/attend progress meetings for updates and lane closure information to provide for City posting on website

### **COST SAVING INITIATIVES**

- Record a video presentation to post to the project website in lieu of a Virtual Meeting with additional FAQ/previously asked Q&A added to the existing tab on website
- Hold meetings at City buildings (Swinton) to avoid room rental fee
- Reduce duration of drone footage frequency
  - 1 visit per month = \$350 per month
  - 1 visit per week = \$250/week (\$1,000+ per month)
  - Please see attached quote
- Keep mailings to a minimum, using at kick-off of project then moving to electronic posts and distribution lists





# Project Proposal

Prepared for: Meredith Cruz - Cruz Public Relations

Prepared by: Emmanuel LeHardy, Drone Pilot

September 18th, 2024

Proposal number: 20240816

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# PROPOSAL

## **Objective**

Drone photography and video provides a complete solution for construction companies to better manage proposed and active earthwork operations. Site project teams benefit from an on-demand visual history of the latest earthworks activity.

## **Goals**

We can schedule a series of aerial photographs and/or videos either monthly, weekly or by milestone to document the progress on your construction project.

## **Solution**

From the start of a project, drones capture aerial images and help to gather data for making surveys, topographical maps, and 2D and 3D models. Based on GPS readings, the data is highly accurate and collected in less time than by ground crews. Drones can be launched at any time with little fuss, thus the frequency of data collection increases, driving greater accuracy.

## **Project Outline**

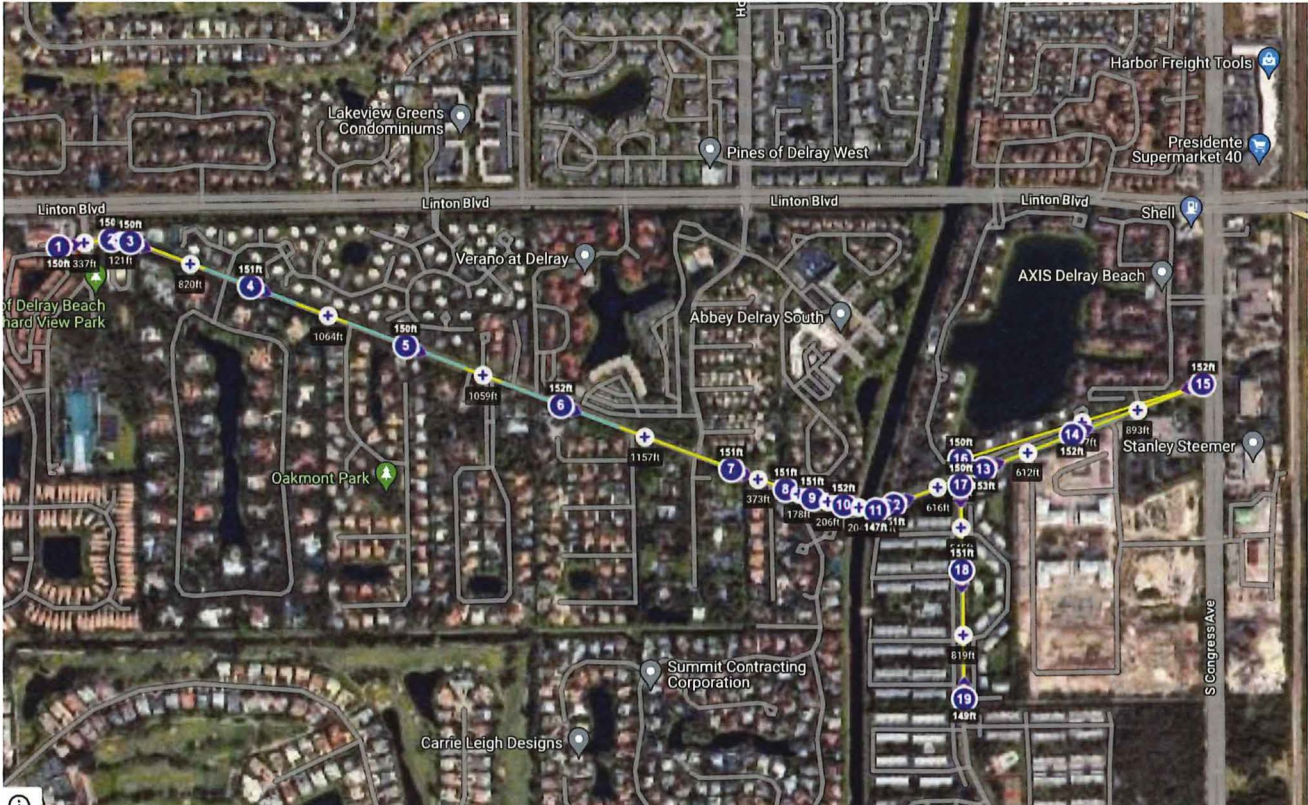
Cruz Public Relations construction project at Old Germantown Rd, in Delray Beach, Florida.

- Photographs with no limit on the amount of photos.
  - Video of the project edited with your company logo included.
  - We will use a drone with a 4K resolution camera for the highest quality photos and video.
  - Videos and photos can be used by Cruz Public Relations with no restrictions or copyright.
  - We will not share any photos or videos with third parties.
  - Project is located on a class D airspace which requires authorization from the FAA to fly.
-

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## EMMANUEL LEHARDY

### FLIGHT PLAN



## PRICING

### Drone Service Pricing

- Monthly photos and video of project for \$350.00 each visit.
- Weekly photos and video of the project for \$250.00 each visit.

### We will provide the following:

Photos in digital format

Edited videos in digital format

All files will be uploaded to Dropbox Cloud and you will be supplied a link to obtain the digital files valid for 90 days. You will be able to stream and download all files.

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We will request FAA authorization prior to each flight.

We are part 107 FAA certified. UAS Certificate #4149623.

### **CONTACT INFORMATION**

Emmanuel LeHardy

email: [elehardy@gmail.com](mailto:elehardy@gmail.com)

Cell: 561-246-1190

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### ACTION REQUEST FORM

District No. 4

CEI Contract

District Wide Contract

DATE: May 20, 2024

**FROM:** Mel Pollock, PE  
Vice President of Engineering  
The Corradino Group, Inc.  
4055 N.W. 97th Avenue  
Doral, Florida 33178  
Phone: 561 214-5065

**TO:** Stacey Sasala  
Florida Department of Transportation, District 4  
3400 Commercial Blvd.  
Fort Lauderdale, FL 33309  
Phone: 954 777-4382

**RE: Action Request No.:** # 16 ↓ For District Wide Only ↓  
Financial Project ID: 440297-2-62-01 Task Fin No.: \_\_\_\_\_  
CCEI Contract No.: BED23 CCEI Contract Name: \_\_\_\_\_  
County: District Wide Task Location: \_\_\_\_\_  
Project Desc.: Districtwide Public Communication Services  
(Road Number and/or Road Name, From, To, etc.)

**ACTION REQUEST:**  Personnel Approval  Invoice Approval  Task Approval  
 Personnel Removal  Subconsultant  Task Revision Approval  
 Revised Compensation  Recovery Approval  
 CTQP ID Number \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_  
(Time Extension, SA, Amendment, User ID, etc.)

Dear Ms. Sasala,

Your approval of the above is requested. Following is justification / explanation of the requested action:  
**(NOTE: Include resume, listing of the current CTQP qualifications, and requested hourly rate of personnel.)**

We respectfully request approval of **Meredith Cruz** from **Cruz Public Relations** for the position of **Community Outreach Specialist** at the established hourly rate for this position of \$85.00 in connection with the above-referenced project. Meredith will be supporting the Palm Beach and Treasure Coast Operations Centers, supporting delivery of the construction work program.

**Most Recent FDOT Assignment:** (Financial Project ID, Road No.) BE336 - Palm Beach Operations  
**Position:** COMMUNITY OUTREACH SPECIALIST **Project Completion Date:** 2022  
**Project Commitment Satisfied:** (Yes) \_\_\_\_\_  
**FDOT Construction Project Manager:** (Name, Phone & District) STACEY SASALA, DISTRICT FOUR

I certify that I have verified all certifications and qualifications identified herein and the above requested action is necessary for the operation of this project and is in compliance with the terms of the consultant agreement.

Mel Pollock, PE Vice President of Engineering 5/20/2024  
Authorized Consultant Signature Name (Type or Print) Title Date

**DEPARTMENT ACTION:**  Approved  Disapproved

**REMARKS:** No additional funds added with this request.

I certify that, to the best of my knowledge and belief, the above requested action is not in violation of the terms of the consultant agreement or Florida Law and is necessary for the operation of this project.

**RECOMMENDED BY:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Authorized FDOT Signature / Print Name Title Date

**APPROVED BY:**  Stacey Sasala FDOT Contracts Manager 05/28/2024 | 4:5:  
Authorized FDOT Signature / Print Name Title Date

**DISTRIBUTION LIST:** (Make changes or additions as necessary)  
CCEI Firm (Executed Original)  
District Office (Executed Copy)  
Resident Office (Executed Copy)  
Reading File (Executed Copy)



## **MEREDITH CRUZ, PRINCIPAL**

236 River Drive, Tequesta, FL 33469 | 561.568.0412 | mcruz@cruz-pr.com | www.cruz-pr.com

### **EXPERIENCE**

#### **CRUZ PUBLIC RELATIONS | 2022—PRESENT | JUPITER, FL**

Highly skilled public relations, marketing, and community engagement industry leader with over 20 years experience in direct client and media relations, crisis communications, and new business development, specializing in the engineering, transportation and construction industries. Strengths include copywriting and editorial, government relations, public speaking training, multi-project management, messaging and branding, and social media content creation.

#### **PUBLIC INVOLVEMENT & COMMUNITY OUTREACH MANAGER, THE CORRADINO GROUP | 2006—2022**

##### **Client: Florida Department of Transportation (FDOT) District Four | SOUTH FLORIDA**

Project spokesperson for over 1,000 FDOT road and bridge construction projects. Tasks included, but were not limited to: minimizing the impact of construction on the public at large through unique public relations campaigns catered to specific demographics; responding to all government, public & media inquiries within the same day, including phone & on-camera interviews with local and national media outlets; creating & distributing weekly press releases to print and news media and varied project stakeholders; hosting and attending weekly/monthly community meetings to provide project updates and garner feedback to improve the construction process; and, creating and distributing flyers, brochures & marketing collateral for multiple projects, simultaneously. On behalf of engineering firm The Corradino Group, managed the community outreach team, targeted and authored requests for proposals for multiple divisions, and lead all marketing and public relations efforts including charitable contributions and oversight of various social media accounts.

#### **PUBLIC SPEAKING INSTRUCTOR, FLORIDA ATLANTIC UNIVERSITY | 2004—2006 | BOCA RATON, FL**

Independently conducted 8 courses (2 per semester) on public speaking and intercommunication skills concurrent with graduate studies program. Created course syllabus, administered lectures, and evaluated & graded undergraduate students.

### **EDUCATION**

**MA Communications** Dorothy E. Schmidt College of Arts and Letters, Florida Atlantic University  
Boca Raton, FL (coursework completed 2006), Certificate in Women's Studies

**BS Public Relations** Perley Isaac Reed School of Journalism, West Virginia University | 2001  
Morgantown, WV

### **CHARITABLE**

**Leadership Palm Beach County** | 'Leadership Engage' Class of 2019 | Palm Beach County, FL

**Resource Depot** | Board Member 2019-2021 | West Palm Beach, FL

**'CANstruction' Corporate Team Leader 2016-19** | Palm Beach County Food Bank | Palm Beach Gardens, FL

**Junior League of the Palm Beaches** |2006-2015 | Vice President of Communications| Palm Beach County, FL





September 17, 2024

R.J. Behar & Company, Inc.  
Construction Engineering &  
Inspection Services  
6861 SW 196 Avenue, Suite 302  
Pembroke Pines, Florida 33332

Transmitted via email:  
[nsantana@rjbehar.com](mailto:nsantana@rjbehar.com)  
Office: 954-680-7771 Ext: 224  
Cell: 787-538-8415

Attention: Mr. Nestor Santana, P.E.  
Director Construction Management

### PROPOSAL

**RE: PROVIDE PROFESSIONAL SURVEYING AND MAPPING SERVICES  
CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

**LOCATION: OLD GERMANTOWN ROAD FROM PARK ACCESS ROAD TO S CONGRESS  
AVENUE, CITY OF DELRAY BEACH**

Dear Mr. Santana:

Thank you for your interest in Biscayne Engineering Company, Inc. In response to your recent request for surveying services on the above-mentioned project, please accept the following proposal for your review and consideration.

#### **I. Scope of Services: Section One**

##### **Provide Surveying and Layout- Specific Scope:**

##### **1. CEI SERVICES:**

###### **Horizontal and Vertical Control**

- Horizontal Control: Verify and or establish up to nine horizontal controls along the project corridor utilizing GPS static observation and GPS base and rover. (1hour per point)
- Vertical Control: Verify and or establish vertical control on up to nine control points along the project corridor. Vertical control will be established utilizing published vertical control points.

The services described in Section I. above shall be provided by Biscayne Engineering Company, Inc. for a fee of **\$8,250.00**

###### **Optional Services:**

- Provide profile data along the shared use path as depicted on profile sheets 31 to 45 of 177, provide profile data along the back of sidewalk per profile data on sheets 46 to 48 of 177. For a fee of **\$15,000.00**
- Drainage data information: Obtain drainage information on 30 drainage structures and show the cross-section data as shown on sheet 50 to sheet 62 of 177. For a fee of **\$7,500.00**
- Provide cross section data for up to 91 sections as shown on sheet 77 to sheet 108 of 177. For a fee of **\$17,000.00**

**2. 3.7 SURVEYING (OPTIONAL ADDITIONAL SERVICES)**

- Conduct property easement or land acquisition boundary surveys or legal sketch & descriptions. This task will be performed at one thousand dollars per sketch and legal document. And one thousand dollars per land acquisition boundary survey.

**Notes:**

- Client to provide the latest CADD file to be used to overlay the field collected data for submittal.
- The proposed pricing is based on the CEI services to be completed on final construction. If areas have to be revised in the field and additional field mobilization has to take place for additional data collection Biscayne Engineering will bill the client at a negotiated price adhering to Biscayne’s hourly rates attached.
- This proposal is based on plans provided by the client for the Old Germantown Road Park access road to south of Congress Avenue. Prepared for the City of Delray Beach, Project No. 2022-004

**CLIENT TO PROVIDE ACCESS, ALL AREAS MUST BE CLEARED AT SCHEDULED TIME OF MOBILIZATION**

**Deliverables:**

- PDF Copy Digitally Signed and Sealed Survey.
- CAD File.

**Time Frame:**

- Survey will be delivered within 30-40 business days (weather permitting), starting from the time of receipt of the Notice to Proceed (NTP) from client.

**II. Cost Estimate:**

Services described in Section I. above, (Scope of Services), including Optional services shall be provided by Biscayne Engineering Company, Inc. for a fee of \$ 47,750.00.

**NOTES:**

- This proposal is limited to the Scope of Work described herein. Any other services that may be needed will be considered “Additional Services” and shall be performed according to Biscayne Engineering Hourly Rates Schedule (See Attached).
- This project will be invoiced and payable on a monthly basis, based on percentage Complete. Final payment will be due upon delivery.

**III. Professional Services Agreement:**

These terms and conditions and the documents set forth in this Professional Services Agreement (the "Agreement") are entered into between Biscayne Engineering Company, Inc., a Florida corporation ("Biscayne") and RJ Bejar ("Client") as of the date the Agreement is fully executed by Biscayne and Client, who may be referred to herein collectively as the "Parties" or each, a "Party."

**1. Authorization for Work to Proceed:** Upon execution of the Agreement, receipt of specified retainer fees, and completion of all other preliminary requirements set forth herein, Biscayne shall proceed with the work (also referred to herein as the "services"), unless stated otherwise in the Agreement.

- 2. Scope of Services:** The Scope of Work is set forth in the Proposal, Work Order, or other writing agreed to by the Parties.
- 3. Standard of Care:** Services performed by Biscayne under the Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied and no warranty or guarantee is included or intended in the Agreement or in any report, opinion, document, or otherwise. Client acknowledges that Biscayne has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Biscayne, except as expressly set forth herein.
- 4. Billing and Payment:** Client shall pay Biscayne for services performed in accordance with the rates and charges set forth in the Proposal. All fees and hourly rates quoted in the Proposal may be increased annually and as otherwise agreed by Biscayne and Client. Invoices will be submitted by Biscayne on a monthly basis and shall be due and payable within thirty (30) calendar days of the invoice date. Biscayne reserves the right to withhold delivery of any Work Product or deliverable in the event of non-payment.
- 5. Billing Dispute:** In the event any bill or portion thereof is disputed by Client, Client shall notify Biscayne in writing within fourteen (14) days of receipt of the bill in dispute. In the event a portion of a bill is in dispute, Client hereby agrees to pay the undisputed portion of the bill in accordance with the terms set forth herein. Client and Biscayne shall work together to resolve the dispute, but in the event Biscayne and Client do not resolve such dispute within sixty (60) days of notice of dispute, Biscayne may terminate the Agreement.
- 6. Failure to Pay:** If Client for any reason fails to pay any undisputed portion of Biscayne's invoices within thirty (30) days of receipt, Biscayne may suspend services to Client. Client shall waive any claim against Biscayne and shall defend, hold harmless, and indemnify Biscayne from and against any damages or claims for injury or loss stemming from Biscayne's suspension of services. The client shall also pay Biscayne's reasonable demobilization costs resulting from the suspension of services. In the event the project is remobilized, Client shall also pay the cost of remobilization, and the Parties may renegotiate certain contract terms and conditions including, but not limited to, those associated with budget, schedule, or scope of services.
- 7. Termination:** The Agreement may be terminated with cause by either Party upon at least seven (7) calendar day's written notice and a reasonable opportunity to cure. For purposes of this section, "Cause" shall be defined as failure by the other Party to perform in accordance with the terms of the Agreement. In the event of such termination for cause, Biscayne specifically retains and reserves, to the fullest extent permitted by law, all causes of action, claims, and remedies, in contract and in tort, in connection with or relating to Client's duties set forth in this Agreement. Biscayne may terminate the Agreement without cause and without written notice in the event that (1) site conditions become unsafe for the performance of the services by Biscayne; or (2) if Client fails to pay any invoice in accordance with the Agreement. Biscayne may terminate the Agreement without cause upon fourteen (14) days written notice to Client. In no event shall Biscayne be responsible for Client's lost profits or other damages arising out of Biscayne's decision to terminate performance of services. In the event the Agreement is terminated with or without cause, Biscayne shall be paid for services performed up to the termination date, which shall be the date a Party received a termination notice from the other Party, plus all incurred and documented termination expenses. For purposes of this Agreement, "termination expenses" shall include personnel and equipment rescheduling and reassignment adjustments and all other related costs incurred directly attributable to termination of the Agreement.

**8. Additional Services:** Any services to be provided by Biscayne to Client not included or contemplated by this Agreement shall be specifically identified and agreed in writing. Such additional services may include, but are not limited to, new projects, tasks, or responsibilities that arise during the term of this Agreement which were not initially anticipated. Biscayne shall provide the Client with a detailed description of the additional services, including the scope, timeline, and any associated costs. Both Biscayne and Client must review and approve these terms in writing before Biscayne commences any such additional services. Any amendments to this Agreement to incorporate additional services shall be documented as an addendum and signed by authorized representatives of both parties.

**9. Work Product:** All documents produced or created by Biscayne including, but not limited to, memoranda, internal reports, boring logs, field data, field notes, laboratory data, calculations and estimates (collectively, "Work Product"), are instruments of service, and such instruments of service shall remain property of Biscayne. Biscayne is deemed the author and owner of the instruments of service, regardless of whether or not the services are completed, and Biscayne shall retain all common law, statutory and other reserved rights, including copyrights. Upon receipt by Biscayne of payment in full for its services, Client shall receive a fully paid license to use Biscayne's Work Product for this Project. In the event Client uses, re-uses, or modifies Biscayne's Work Product for any other use or purpose, Biscayne may revoke the license hereunder and Client shall defend, indemnify, and hold harmless Biscayne from all claims arising or in any way related to such use, re-use, or modification. Any and all environmental and material samples obtained by Biscayne pursuant to this Agreement may, at the sole discretion of Biscayne, be discarded thirty (30) days following completion of the services unless otherwise mutually agreed in writing by Biscayne and Client.

**10. Electronic Data:** If Client is provided copies in electronic format of deliverables prepared by Biscayne ("Electronic Data"), for use in connection with preparation by Client of drawings or other submittals, as-built or record drawings, or for any other purpose, Client's use of such Electronic Data shall be at the sole risk of Client. Client agrees that the Electronic Data shall not be used for any purpose other than the project contemplated under this Agreement. Client acknowledges that the information contained in the Electronic Data may not be complete, may not be to scale, and may be subject to subsequent changes by Biscayne. Client acknowledges that anomalies and errors can be introduced into the Electronic Data when it is transferred or used in an incompatible computer environment and that Biscayne shall not be held liable for any such anomalies or errors. Further, Client accepts the risks associated with and the responsibility for any damage to hardware, software or computer systems or networks related to any use of the Electronic Data. The Electronic Data is being furnished on an "as-is" basis.

**11. Excuse of Performance (Force Majeure):** Biscayne shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, acts or threats of terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, order or actions, unforeseen circumstances, or causes beyond Biscayne's reasonable control.

**12. No Setoff:** Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its subsidiaries or affiliates any amounts due or to become due to Biscayne or its subsidiaries or affiliates, whether arising under the Agreement or otherwise.

**13. Assigns:** Client may not delegate, assign, subcontract or transfer its duties or interest in the Agreement without the written consent of Biscayne.

**14. Waiver:** The failure of either Party to enforce any right or remedy provided in the Agreement or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

**15. Limitation of Liability:** The Parties acknowledge that the project pricing provided is based upon Biscayne's willingness to accept a reasonable and fair level of risk and Client's willingness to cap such risk at a level reflective of such compensation. Accordingly, it is expressly agreed that Client's sole and maximum recovery against Biscayne for any claim arising out of this Agreement, whether in contract, tort or otherwise, is the lesser of three (3) times the amount of money paid by Client to Biscayne under this Agreement or \$250,000, and that an award of damages not to exceed such amount is Client's sole and exclusive remedy against Biscayne, irrespective of any applicable insurance limits. Client may request an increase to this liability cap for an additional fee. Under no circumstance shall Biscayne be liable to Client for any loss or damage of any nature not arising from the work to be provided by Biscayne herein. Notwithstanding anything else in this Agreement to the contrary, neither Party shall be liable to the other for any incidental, special, consequential, punitive, exemplary, "benefit of the bargain", or lost profit damages.

**16. Indemnification; Limitation on Time Period to Bring Claims:** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Biscayne, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or in any way connected with the project or services under the Agreement or attributable to the negligence of Client, its successors, employees, agents or invitees excepting only those damages, liabilities or costs solely and directly caused by the negligent performance or willful misconduct by Biscayne. Client agrees to indemnify Biscayne from claims arising out of any certifications which are required to be signed on behalf of Client during the course of the work contemplated by this Agreement. No action, suit or other proceeding shall be instituted against Biscayne in connection with the work contemplated by this Agreement more than one (1) year after the last date of service under this Agreement. Biscayne agrees to indemnify and hold harmless Client, its managers, employees and officers against damages, liabilities, or costs, including reasonable attorneys' fees where recoverable by law to the extent caused by the negligent performance or willful misconduct by Biscayne.

**17. Notice of Lien:** Biscayne hereby notifies Client that Biscayne may utilize all available lien rights in connection with its provision of services under the Agreement. In order to perfect any construction lien in favor of Biscayne, Client agrees to provide, if applicable, any notice of commencement or any other notice required by the applicable lien laws.

**18. Job Site Safety:** Client assumes sole and complete responsibility for the safety of all persons and property where the work to be performed is at Client's site. In the event that Biscayne provides a health and safety officer at Client's site, Biscayne shall be authorized to take any and all measures on behalf of Client that in Biscayne's opinion will maintain generally accepted health and safety standards for personnel at the site. Biscayne will inform Client of such deficiencies relating to the specifications and applicable regulations known to Biscayne, but Biscayne shall not be responsible for the failure of Client or its agents to follow the recommendations of Biscayne personnel. Client waives any claim and all damages against Biscayne for, and agrees to indemnify and hold Biscayne harmless from, any claim for liability for injury or loss to Client or others stemming from such measures, except to the extent such claim for injury or loss results from the direct negligence of Biscayne.

**19. Disclosure of Hazardous Substances and/or Conditions:** Client hereby acknowledges that it shall be the duty of Client to notify Biscayne of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the work site. This duty shall also apply to any hazardous substance with which Biscayne may be provided or which exists or may exist on or near any premises upon which services are to be performed by Biscayne employees, agents or subcontractors. Disclosure and notification to Biscayne shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances. All decisions related to the disposal of hazardous substances

shall be made solely by Client, and Biscayne shall not select the disposal site nor shall Biscayne arrange in any other way for the disposal of any hazardous substances found on or removed from the work site.

To the extent that the Agreement between Biscayne and Client includes subsurface activities (including, but not limited to, soil borings, well installation or test pit excavation), Client shall furnish Biscayne with diagrams clearly identifying the location and boundaries of the site's subsurface structures (including, but not limited to, pipes, tanks, cables, sewers, and utilities). Biscayne shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not identified on the diagrams provided by Client.

**20. Estimates for Proposed Construction:** Construction cost estimates, quantity estimates, schedules and any earthwork quantity calculations are estimates only and are calculated and provided in good faith by Biscayne. Biscayne has no control over external factors, including, but not limited to, market conditions and construction procedures. Biscayne and Client each acknowledge and agree that such estimates may vary from final proposals, bids, schedules or actual construction costs.

**21. Stamp on Drawings:** Biscayne shall not be liable for any plans or specifications produced under this Agreement until such drawings are stamped as "approved" by all relevant government/municipal agencies and/or building department officials.

**22. Dispute Resolution:** Other than as to a dispute arising from alleged non-payment, any dispute shall first be submitted to designated authorized representatives of the Parties to attempt to reach a negotiated resolution. In the event such a resolution cannot be reached within a reasonable time, at the demand of either Party the matter shall be submitted to non-binding mediation using a single mediator selected by mutual agreement of the Parties. In the event the Parties cannot agree on a mediator, or in the event the dispute is not resolved within a reasonable time, at the demand of either Party the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "Expedited Procedures"); provided, that the arbitration shall not be conducted by the American Arbitration Association. The Parties shall select a single arbitrator by mutual agreement or, failing such agreement, the arbitrator shall be appointed by a court of competent jurisdiction sitting in Miami-Dade County, Florida, to which jurisdiction and venue the Parties hereby consent. The arbitration shall be held in Miami-Dade County, Florida, and the laws applicable to the arbitration proceeding shall be the laws of Florida without regard to principles of conflict of laws. The Parties agree that the arbitrator shall have all powers provided by law and the terms and conditions of this Agreement. However, the arbitrator shall have no power to vary or modify any of the provisions of this Agreement. Any Party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, and an action or motion to compel arbitration may be brought at any time, even after a dispute has been raised in a court of law, or after this Agreement has been completed, terminated, or paid in full.

Judgment. The arbitration award rendered by the arbitrator shall be final and non-appealable and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

Costs and Expenses. Each Party shall bear its own costs of Arbitration and shall pay one-half of the Arbitrator's fees and costs. The prevailing Party shall be entitled to payment by the other Party of its actual costs and reasonable attorney fees.

**23. Severability:** If any portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provisions were omitted.

**24. Entire Agreement:** The Agreement, including all attached Exhibits, constitutes the entire agreement between the Parties with respect to their subject matter, and supersedes all prior oral or written representations or agreements by the Parties with respect to the proposed subject matter of the Agreement, including Client's request for proposal or any purchase order or terms and conditions. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by both Parties.

**25. Governing Law:** The Agreement shall be governed by the laws of the State of Florida without regard to principles of conflict of laws.

**26. Agreement Construction:** Both Parties having had an equal opportunity to negotiate the terms of this Agreement and to consult with counsel prior to execution, neither Party shall be considered the drafter of the Agreement, and it shall not be construed against one Party more than the other.

**27. Notices:** Any notice required or permitted to be given under this Agreement shall be in writing, and either personally delivered to the other Party or mailed to the last known current address of the other Party by certified mail, return receipt requested, and a copy of any notice delivered according to this Section 27 may be sent via electronic mail.

**28. No Third-Party Beneficiaries:** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to Biscayne and Client. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

**29. Miscellaneous:** Notwithstanding Section 25 above, the Parties agree that if the services are performed in a state which limits liability, including but not limited to, Fla. Stat. § 558.0035, the laws of that state shall govern with respect to limiting liability and the Client agrees and waives all claims the Client or anyone claiming by through or under them, may have against an individual design professional employed by Biscayne for negligence arising out of the rendering of services under this Agreement.

We truly appreciate the consideration you have shown our company in your request for surveying services. We will constantly strive to meet your expectations while adhering to the strict requirements which govern our profession.

Respectfully submitted,

**BISCAYNE ENGINEERING COMPANY, INC.**



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**Warren J. Rolle**  
Project Manager

**AUTHORIZATION – ACCEPTED BY:**

RJ BEHAR- MR. NESTOR SANTANA, P.E.  
OLD GERMANTOWN ROAD, DELRAY BEACH, FL

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Printed Name

Title

Signature

Date

Company





**Standard Rate Schedule 2024**

General Surveying Services		Engineering Services	
Job Classification	Hourly Rate	Job Classification	Hourly Rate
Principal	200.00	Senior Professional Engineer	185.00
Senior Professional Surveyor & Mapper	185.00	Professional Engineer	150.00
Professional Surveyor & Mapper	170.00	Project Manager	130.00
Project Manager	155.00	Engineering Technician	115.00
Senior Survey Technician	125.00	Engineering Specialist	100.00
Survey Technician	115.00	Research Assistant	100.00
Survey Specialist	100.00	Clerical Support	65.00
Research Assistant	100.00	Expert Witness (Depositions, Trials, etc.)	225.00
Clerical Support	65.00		
Field Crew Supervisor	125.00		
Two (2) Man Crew	145.00		
Three (3) Man Crew	190.00		
Four (4) Man Crew	225.00		
Expert Witness (Depositions, Trials, etc.)	225.00		

Construction Surveying Services			
Job Classification	Hourly Rate	Job Classification	Hourly Rate
Principal	220.00	Clerical Support	65.00
Senior Professional Surveyor & Mapper	200.00	Field Crew Supervisor	140.00
Professional Surveyor & Mapper	185.00	Two (2) Man Crew	160.00
Project Manager	170.00	Three (3) Man Crew	210.00
Senior Survey Technician	140.00	Four (4) Man Crew	250.00
Survey Technician	125.00		
Specialist / Research Assistant	100.00		

Reimbursable Expenses
All direct costs shall be invoiced at cost plus 15%

**CORPORATE HEADQUARTERS**  
 529 West Flagler Street  
 Miami, FL 33130  
 Tel: 305-324-7671  
 Fax: 305-324-0809

www.BiscayneEngineering.com  
 info@BiscayneEngineering.com

**PALM BEACH BRANCH OFFICE**  
 449 NW 357 Street  
 Boca Raton, FL 33491  
 Tel: 561-663-2309  
 Fax: 561-669-2017



### EDUCATION

A.A. Culinary, Art Institute of Tampa, Tampa, Florida

### YEARS OF EXPERIENCE    YEARS WITH RJ BEHAR

12 Years

2015 – Present / 2006 - 2010

**MEMBER:** International Municipal Signal Association

### 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

**SW 200<sup>th</sup> Street and SW 103<sup>rd</sup> Avenue Roundabout Local Agency Program Projects (LAP), Miami-Dade County, Florida – Town of Cutler Bay/Florida Department of Transportation (FDOT), District 6**

**Reference:** Mr. Alfredo Quintero, Public Works Director, 305-234-4262; [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Role:** Senior Inspector: He is providing inspection services during the construction phase of the project. He is responsible for site inspections to determine in general whether the work being performed is in accordance with the contract documents. Schedule site inspections will include the activities related to clearing & grubbing, demolition work, earthwork, grading, widening, drainage, concrete, base-rock, asphalt paving, milling and resurfacing, brick paver installation, pavement markings & striping, signing, landscape and sod; and coordinating with the geotechnical laboratory for material sampling pick-up and testing with on-site inspection staff. The scope of the work consists of constructing a traffic circle including storm drainage improvements (inlets, manholes, exfiltration trenches), the installation of 5' foot wide concrete sidewalks 6" thickness, ADA crosswalks, concrete curb and gutter, milling and resurfacing of the existing asphalt, signing and pavement markings, bollards, fencing, decorative pavers, site restoration, back of sidewalk harmonization, and landscaping. This project is receiving federal funding via the FDOT Local Agency Program (LAP).

**Cost/Fees Paid:** \$117,904 **Construction Cost:** \$522,094 **Project Start:** 09/17/2024 **Project Complete:** Ongoing  
**Project Length:** 0.15 miles **Company:** R.J. Behar & Company, Inc.

**SW 82<sup>nd</sup> Avenue and Traffic Circle Project CEI, Miami-Dade County, Florida – Town of Cutler Bay/Florida Department of Transportation, District 6**

**Reference:** Mr. Alfredo Quintero, Public Works Director, 305-234-4262; [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Role:** Senior Inspector: He properly documented all significant project changes, assisted the Town with interpreting plans, specifications, and construction contract provisions; made recommendations to the Town to resolve disputes, maintained an adequate level of surveillance of the Contractor's operations, providing daily reports; and coordinated with FDOT to ensure compliance with their funding. Site inspections included activities related to clearing and grubbing, demolition work, earthwork, grading, widening, drainage, concrete, base-rock, asphalt paving, milling and resurfacing, pavement markings and striping, signing, and sod placement. The scope of the work consists of storm drainage



improvements (inlets, manholes, culverts, exfiltration trenches), the installation of 5' foot wide concrete sidewalks 6" thickness, ADA crosswalks, concrete curb and gutter, traffic circle SW 82nd Avenue and SW 188th Street, milling and resurfacing of the existing asphalt, signing and pavement markings, site restoration, back of sidewalk harmonization, and landscaping. Utilization of these services will require close coordination with the Town. **Cost/Fees Paid:** \$348,872 **Construction Cost:** \$2,309,643 **Project Start:** 02/17/2023 **Project Complete:** 9/2024 **Project Length:** 0.76 miles **Company:** R.J. Behar & Company, Inc.

**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 who provided full time construction inspection and material testing for on-site construction inspection services, approving submittal reviews, coordinating construction material testing services, performing public involvement measures, provided document control and provided record drawings. This project included the design 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 were 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 Start:** 8/3/2021 **Project Complete:** 4/2024 **Project Length:** Neighborhood **Company:** R.J. Behar & Company, Inc.

**Citywide Pedestrian Safety Project Local Agency Program (LAP) 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:** Field Inspector. He performed daily inspections, produced weekly reports, monitored the contractor's pay items. RJ Behar's work included progress meetings, prepared 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. **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 **Company:** R.J. Behar & Company, Inc.

**Miami Lakes Elementary School Safe Routes to School LAP Project, Miami-Dade County, Florida – Town of Miami Lakes/FDOT, District 6/FHWA**

**Reference:** Omar Santos Baez, Public Works Director; 305-364-6100 ext. 1182; [santoso@miamilakes-fl.gov](mailto:santoso@miamilakes-fl.gov)

**Role:** Senior Inspector: He assisted the City with performing daily inspections, producing weekly reports, monitoring contractor pay items, holding progress meetings, preparing the meeting agendas, processing payment applications, monitoring shop drawings and RFIs, performing Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews per NPDES requirements. RJ Behar provided for contract administration, inspection, and materials sampling and testing for the Safe Routes to Schools Infrastructure Improvements Project.

**Project #:** 425857-2-58-01 **Project Start:** 4/18/2019 **Project Complete:** 2/10/2022 **Project Length:** 1.28 mi

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

**Engineering Construction Inspection, Broward County, Florida – City of Pembroke Pines**

**Reference:** Karl Kennedy, PE, CFM, City Engineer; (954) 518-9040; [kkennedy@ppines.com](mailto:kkennedy@ppines.com)

**Role:** Senior Inspector. The project includes the citywide pavement and marking inspections at multiple locations. He is responsible for the inspection, observation and documentation of the work performed by the contractor. The projects are miscellaneous services for pavement marking and signing, including poor reflectivity readings; lane lines; edge lines, stop bar, and turn arrows showing similar conditions of poor/inconsistent bead coverage. **Costs/Fees Paid:** \$85,000 not to exceed **Project #:** N/A **Project Start:** 9/13/2021 **Project Complete:** 9/30/2022 **Project Length:** Varies per project.

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

**Miramar Parkway Streetscape from 68<sup>th</sup> Avenue to 64<sup>th</sup> Avenue LAP Project, Broward County, Florida – City of Miramar/Florida Department of Transportation, District 4/Federal Highway Administration**

**Reference:** Mr. Alex Shershevsky, Project Manager

**Role:** Senior Inspector. This was a widening project to accommodate new 4-FT wide bicycle lanes on both sides of the corridor, new sidewalks, curb & gutter, double-faced guardrail with end treatments along the curve, stamped concrete along the median, milling & resurfacing, minor drainage modifications, new roadway lighting, new concrete bus

stops with new pads, roadway signing and pavement markings, landscaping, and irrigation. The services included: reviewing the contractors work to ensure compliance with contract documents, verifying wage rates, attending progress meetings, attending compliance audits, meetings and training, submitting monthly compliance checklists to FDOT, conducting EEO labor reviews, maintaining project documentation, verifying DBE goals, and verifying all compliance documentation. **Project #:** 438124-1-58-01 **Project Start:** 6/2018 **Project Complete:** 4/30/2021 **Project Length:** 0.58 miles

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

**Little Country Estates & Grove Estates Drainage Improvement – CEI – Broward County, Florida – Town of Davie**

**Reference:** Mr. Keith Purcell – Project Manager; (954) 797-1191; [kpurcell@davie-fl.gov](mailto:kpurcell@davie-fl.gov)

**Role:** Senior Inspector. Services include responding to requests for information, attending pre-construction meetings, site visits, progress meetings, shop drawings reviews, full time inspection, and project closeout and certification. The purpose of this project is to provide construction engineering services for the installation of a storm water drainage system in the Little Country/Grove Estates area located between Hiatus Road to the East, the N-20 Canal to the West, SW 16<sup>th</sup> Street to the North, and the N- 26 Canal to the South as indicated on the plans and contract documents. All Work shall be performed in compliance with the latest edition of all applicable Codes, including, but not limited to, the Florida Building Code (2020 7<sup>th</sup> Edition), the Town of Davie Land Development Code, the Town of Davie Code of Ordinances, and the Broward County Code of Ordinances. **Project Start:** 3/08/2023 **Project Complete:** 8/2024 **Cost/Fees Paid:** \$380,083 **Construction Cost:** \$5,898,400 **Company:** R.J. Behar & Company, Inc.

**Downtown Mobility Network Work Order #1 CEI Services for Various Projects, Miami-Dade County, Florida – Miami-Dade Department of Transportation & Public Works (DTPW),**

**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 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. **Cost/Fees Paid:** \$ 144,317 **Construction Cost:** Varies per project **Project #:** MDC- E19-DTPW-09 - WO1 **Project Start:** 3/3/2021 **Project Complete:** Ongoing **Project Length:** Varies per project **Company:** R.J. Behar & Company, Inc.

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

**Davie Road Phase II Local Agency Program (LAP) CEI Services, Broward County, Florida – Town of Davie/Florida Department of Transportation (FDOT), District 4/Broward County Highway & Construction**

**Reference:** Mr. Jonathan M. Vogt, Town Engineer, (954) 797-1082; [jonathan\\_vogt@davie-fl.gov](mailto:jonathan_vogt@davie-fl.gov)

**Role:** Inspector: He performed daily inspections, producing weekly reports, monitoring the contractor's pay items, attending progress meetings, monitoring shop drawings and RFIs, performing Temporary Traffic Control Plan Reviews including the coordination of lane closures, and conducting the material sample reviews. **Cost/Fees Paid:** \$297,438 **Construction Cost:** \$2,433,873 **Project #:** 433456-1-58-01; **Project Start:** 2/22/2017 **Project Complete:** 12/31/2018 **Project Length:** 0.89 miles **Company:** R.J. Behar & Company, Inc.

**Miami Dade County Drainage Projects, Miami-Dade County, Florida – Miami-Dade County Department of Transportation and Public Works**

**Reference:** Ms. Mercedes Barreras, Miami Dade Project Manager; (305) 375-1733; [Mercedes.Barrera@miamidade.gov](mailto:Mercedes.Barrera@miamidade.gov)

**Role:** Construction Inspector who was responsible for maintaining complete and accurate records of all activities and events related to the project; keeping the daily project journal, including maintaining accurate records of the contractor's operations, quantities installed, sampling and testing data, project photo and video documentation; review of Work Zone

traffic control plan design, implementation, and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the County's requirements; properly documenting all significant Project changes; interpreting plans, specifications, and construction contract provisions; reviewing and keeping project as-builts current and up to date, making recommendations to the County to resolve disputes; and assisting with the project closeout. RJ Behar is providing Miami-Dade County Department of Transportation and Public Works with consulting inspection services associated with multiple drainage improvement sites throughout the County. **Cost/Fees Paid:** \$200,000 **Construction Cost:** \$2,000,000 **Project #:** Varies per project **Project Start:** 6/13/2016 **Project Complete:** 12/18/2017 **Project Length:** Varies per project. **Company:** R.J. Behar & Company, Inc.

#### **Grove Park Roadway Improvements CEI, Miami-Dade County, Florida – City of Miami**

**Reference:** David Adato, PE, Project Manager – Retired from the City

**Role:** Inspector who was responsible for maintaining complete and accurate records of all activities and events related to the project; keeping the daily project journal, including maintaining accurate records of the contractor's operations, quantities installed, sampling and testing data, project photo and video documentation; review of Work Zone traffic control plan design, implementation, and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the City's requirements; properly documenting all significant project changes; interpreting plans, specifications, and construction contract provisions; making recommendations to the City to resolve disputes; maintaining an adequate level of surveillance of Contractor activities; assisting with the project closeout. The project scope includes the roadway improvements, including milling and resurfacing, reconstruction, drainage, sidewalk repairs, ADA ramp upgrades, pavement markings and roadway signage, striping, and sodding. **Cost/Fees Paid:** \$110,040 **Construction Cost:** \$1,100,000 **Project #:** B-40347 **Project Start:** 6/2/2016 **Project Complete:** 03/31/2017 **Company:** R.J. Behar & Company, Inc.

#### **Broward Boulevard from Pine Island Road to I-95, Broward County, Florida – Florida Department of Transportation (FDOT), District 4**

**Reference:** Mr. William Grey FDOT Project Manager; (954) 640-7511; [william.grey@dot.state.fl.us](mailto:william.grey@dot.state.fl.us)

**Role:** Inspector responsible for overseeing the paving, concrete, drainage, and signalization work operations on the project. The project scope consists of providing transit infrastructure elements to support initiatives for a new express bus service along Broward Blvd./SR-842 from the Broward West Regional Terminal in Plantation near Pine Island Rd. to I-95 in Fort Lauderdale. Six intersections along SR-842 will be improved: SR-817/University Dr., Fig Tree Lane, SW 54<sup>th</sup> Ave., East Acre Dr., NW 24<sup>th</sup> Ave., and SW 22<sup>nd</sup> Ave. Additional project activities will occur within the West Regional Terminal Park & Ride Lot including new sidewalk, ADA improvements, crosswalks, curb ramps, bus pad improvements, signing and pavement markings, minor drainage improvements, guardrail replacement, pedestrian detector signals, installation of a new GPS system in all existing controller cabinets at all signalized intersections, milling and resurfacing, and median modification to provide a bus-only left turn. **Cost/Fees Paid:** \$70,845 **Construction Cost:** \$713,287 **Project #:** 428024-1-62-01 **Project Start:** 3/2016 **Project Complete:** 3/2017 **Project Length:** 5.75 miles **Company:** R.J. Behar & Company, Inc.

#### **NW Neighborhood Phase III Sistrunk Boulevard, Broward County, Florida – FDOT, District 4**

**Reference:** Mr. William Grey, PE, FDOT Project Manager; (954) 640-7511; [william.grey@dot.state.fl.us](mailto:william.grey@dot.state.fl.us)

**Role:** Inspector who was responsible for overseeing the roadway improvements and pedestrian features, including milling and resurfacing of all traffic lanes, new pavement markings, installation of pedestrian crossings, new concrete sidewalk with ADA compliant access ramps at the pedestrian crossings; new curbing; new drainage system (catch basins, exfiltration trench and other drainage items) within the project area; new pedestrian lighting (light fixtures, electrical wires, and poles) along the pedestrian pathways in the NW area; Landscaping within the project area. **Cost/Fees Paid:** \$100,000 **Construction Cost:** \$1,398,239 **Project #:** 431717-1-62-01 **Project Start:** 9/2015 **Project Complete:** 8/2016 **Project Length:** 0.295 miles **Company:** R.J. Behar & Company, Inc.

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

**Commercial Boulevard and Rock Island Road, Broward County, Florida – Florida Department of Transportation, District 4**

**Reference:** Makendy Philipp, Project Administrator, 954-958-7693

**Role:** Inspector who shadowed the Senior Inspector who oversaw all the drilled shafts for four mast arm signal poles, replacing span wire signalization for mast arm poles including all electrical, new controls, new pull boxes, etc.

**Cost/Fees Paid:** \$40,438.96 **Construction Cost:** Not Available **Project #:** 427004-2-52-01 **Project Start:** 10/13/2015 **Project Complete:** 3/2016 **Project Length:** 0.060 miles **Company:** R.J. Behar & Company, Inc.

**SW 212<sup>th</sup> Street Drainage Local Agency Program (LAP) Project, Miami-Dade County, Florida – Town of Cutler Bay**

**Reference:** Mr. Alfredo Quintero, Public Works Director, 305-234-4262; [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Role:** Inspector Aide: He performed inspections to verify that all punch list items were resolved. The work included milling and resurfacing, new curb and gutters, ADA compliant curb ramps, signing, and pavement markings, replacement of damaged sidewalk flags, and the installation of a solar-powered pedestrian beacons (rapid-flashing). **Cost/Fees Paid:** \$70,514 **Construction Cost:** \$727,590 **Project #:** 436608-1-52-01 **Project Start:** 4/27/2015 **Project Complete:** 12/10/2015 **Project Length:** 0.34 miles **Company:** R.J. Behar & Company, Inc.

**US-1/Federal Highway Beautification Local Agency Program (LAP) Project, Palm Beach County, Florida – City of Delray Beach/Florida Department of Transportation/Federal Highway Administration**

**Reference:** Tim Tack, PE, Project Engineer, ESD/CRA; 561-243-7315

**Role:** Inspector: He was responsible for checking the dimensions of the sign panels to make sure they comply with the MUTCD and FDOT Design Standards, pre and post installation. This project includes widening for a street parking area, the addition of a 4-foot bike lane, new turn left turn lane, new sidewalks, curb and gutter, decorative lighting, milling and resurfacing, including some overbuild areas, pavement markings, drainage modifications, construction of bulb-outs in the radius returns of the side streets, sidewalks, new traffic signal loops at all intersections, new underground traffic signal interconnect system, irrigation, and landscaping. **Cost/Fees Paid:** \$1,443,471 **Change Orders:** 3=\$240,052

**Construction Cost:** \$12,486,967 **Project #:** 4204121581 & 4204122581 **Project Start:** 2/25/2013 **Project Complete:** 2/28/2016 **Project Length:** 2.4 miles **Company:** R.J. Behar & Company, Inc.

**TRAFFIC DATA COLLECTION EXPERIENCE**

**Boca Raton Airport Traffic Counts, Palm Beach County, Florida – Boca Raton Airport**

**Reference:** Mr. Brad Weston, CM, Managing Consultant; (407) 381-5730 Ext 302; [bweston@ricondo.com](mailto:bweston@ricondo.com)

**Role:** Traffic Data Collector: The inventory included the number of lanes, lane designations; pavement conditions; existing signs, pavement markings; traffic signal phasing and timing data. He was responsible for was contracted to perform Data Collection Services including automatic traffic recorders (ATR's) counts, intersection movement counts (TCM's) and a roadway inventory. RJ Behar also completed a Technical Memorandum.

**Project#:** 17-04-0988 **Project Start:** 10/01/2020 **Project Complete:** 5/31/2021 **Company:** R.J. Behar & Company, Inc.

**Design Services for SR-710/Beeline Highway, Palm Beach County, Florida – Florida Department of Transportation, District 4**

**Reference:** Mr. Donovan Pessoa, PE, FDOT Project Manager – Retired

**Role:** Traffic Data Collector: He performed traffic counts and data collection. This project included 24 hour and turning movement counts. **Cost/Fees Paid:** \$572,400 **Construction Cost:** \$66.4 million **Project #:** 419251-1-32-01 **Project Start:** 6/4/2015 **Project Complete:** Ongoing **Project Length:** 3.142 miles **Company:** R.J. Behar & Company, Inc.

**I-75/Griffin Road/SR-818 Intersection Traffic Study, Broward County, Florida – Florida Department of Transportation, District 4**

**Reference:** Mr. Morteza Alian, PE, District Maintenance Engineer – Retired

**Role:** Data Collector: He assisted with the data collection of the signalized intersection analysis, weaving analysis, queuing analysis, interchange capacity analysis and crash analysis. The scope of this part of the project resulted in an Interchange Operational Analysis Report (IOAR). **Cost/Fees Paid:** \$1,400,000 **Construction Cost:** \$11,000,000

**Project #:** 415154-1-32-01 **Project Start:** 4/2007 **Project Complete:** 07/2010 **Project Length:** 1 mile **Company:** R.J. Behar & Company, Inc.

**Transportation Master Plan Traffic Counts, Broward County, Florida – City of Hallandale Beach**

**Reference:** Mr. Earl King, PE, City Engineer – Retired

**Role:** Traffic Data Collector: He performed traffic counts and data collection. This project included 24 hour and turning movement counts for a master plan study aimed at improving congestion within the City of Hallandale Beach.

**Cost/Fees Paid:** \$6,100 **Construction Cost:** Not Applicable **Project #:** Not Applicable **Project Start:** 11/2006 **Project Complete:** 7/2007 **Project Length:** Multiple Intersections **Company:** R.J. Behar & Company, Inc.

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**Land Use Amendment Plan Traffic Study/Traffic Counts, Broward County, Florida – Town of Davie****Reference:** Mr. David Quigley, Planning & Zoning Manager, (954) 797-1103; [david\\_quigley@davie-fl.gov](mailto:david_quigley@davie-fl.gov)**Role:** Data Collector: He performed traffic counts and data collection. R.J. Behar prepared a traffic study, on behalf of the Town of Davie, for a Land Use Plan Application to increase density within the Town's Regional Activity Center.**Cost/Fees Paid:** \$34,219 **Construction Cost:** Study **Project #:** Not applicable **Project Start:** 1/30/2009 **Project****Complete:** 7/31/2010 **Project Length:** Multiple Intersections **Company:** R.J. Behar & Company, Inc.**Keystone Point Neighborhood Traffic Study, Miami-Dade County, Florida – City of North Miami****Reference:** Mr. John O'Brien, Transportation Planner; (305) 895-9830 ext.12159; [jobrien@northmiamifl.gov](mailto:jobrien@northmiamifl.gov)**Role:** Data Collector: He performed traffic counts, which included 24-hour speed counts were taken at multiple intersections. R.J. Behar conducted a speed study for the Keystone Point Neighborhood. The study's objective was to determine the number of vehicles traveling above the speed limit and overall traffic speeds throughout the neighborhood.Additionally, the report was to include traffic calming measures that could be implemented to deter speeding. **Cost/Fees****Paid:** \$10,900.00 **Construction Cost:** Study only **Project #:** Not applicable **Project Start:** 6/29/2007 **Project Complete:**11/2010 **Project Length:** Community **Company:** R.J. Behar & Company, Inc.