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**RESOLUTION NO. 2016-35**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT AGREEMENT WITH R.J. BEHAR FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE DESIGN, CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2 PROJECTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH R.J. BEHAR AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$115,492; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Villages Procurement division issued Invitation to Bid No: 1516-11-001/Civil Engineering Design Service for Safe Routes to School (SRTS) on Monday, November 23, 2015; and

**WHEREAS**, the firm selected pursuant to the competitive bid process was R.J. Behar, Inc., which selection was approved by the Village Council on February 1, 2016 via Resolution No 2016-11; and

**WHEREAS**, the Village desires to enter into a contract agreement with R.J. Behar to provide professional civil engineering services to the Village for preparation of design, construction plans, and specifications for the Coral Reef Elementary Priority 2 and Perrine Elementary SRTS infrastructure improvements for a total contract cost of \$115,492 in accordance with Resolution No. 2016-16.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

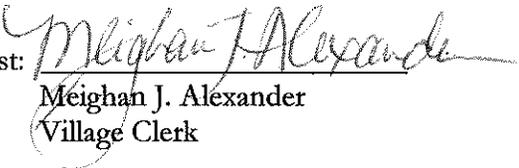
**Section 2. Authorization.** The contract between the Village and R.J. Behar to provide professional civil engineering services to the Village for preparation of design, construction plans, and specifications for the Coral Reef Elementary Priority 2 and Perrine Elementary SRTS infrastructure improvements is hereby approved.

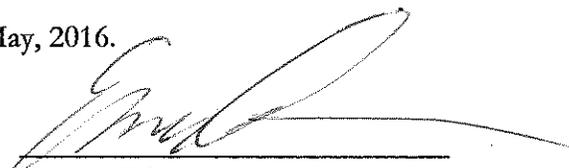
**Section 3. Authorization to Appropriate and Expend Funds.** The Village Manager is hereby authorized to expend funds in the amount not to exceed \$115,492.00 from the budget for fiscal year 2015-16.

1           **Section 4. Effective Date.** This Resolution shall take effect immediately upon its  
2 passage and adoption.

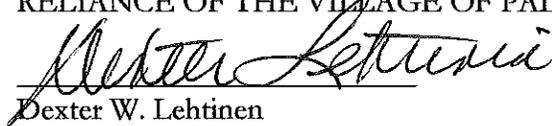
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4           **PASSED** and **ADOPTED** this 9<sup>TH</sup> day of May, 2016.

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6  
7 Attest:

8             
9           Meighan J. Alexander  
10           Village Clerk

11             
12           Eugene Flinn  
13           Mayor

14 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND  
15 RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

16             
17           Dexter W. Lehtinen  
18           Village Attorney

19  
20 FINAL VOTE AT ADOPTION:

21  
22 Council Member Karyn Cunningham           YES  
23  
24 Council Member Tim Schaffer               YES  
25  
26 Council Member Larissa Siegel Lara       YES  
27  
28 Vice-Mayor John DuBois                   Absent  
29  
30 Mayor Eugene Flinn                       YES  
31

**CONTINUING SERVICES**

**AGREEMENT**

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

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

**THIS AGREEMENT** is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and R.J. BEHAR & COMPANY, INC. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 7850 NW 146TH Avenue Miami Lakes, FL 33016

**WHEREAS**, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Transportation Planning and Engineering* services; and

**WHEREAS**, the consultant is willing and able to perform such professional services for the village within the basic terms and conditions set forth in this agreement (hereinafter referred to as "continuing services agreement or agreement"); and

**WHEREAS**, the purpose of this continuing services agreement is not to authorize the consultant to perform a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the village and consultant agree as follows:

**SECTION 1. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the village for the consultant's professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the specific project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** an agreement to provide services for a particular project.

1.4 **Subconsultant Fee:** the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 **Travel Expenses:** is a reimburseable expense and provides reimbursement entitlement to consultant for: actual mileage at 50¢ per mile, meals and lodging expenses incurred directly for the specific project for travel outside of Miami-DadeCounty. No overnight travel or out-of-town travel outside of Miami-DadeCounty shall be reimbursed unless the consultant has secured advance written authorization for such travel from the village manager. Reimbursement for authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this agreement as though set forth in full.

## **SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES**

2.1 In accordance with the Consultants' Competitive Negotiation Act, the consultant may provide professional services to the village for specific projects as authorized from time to time by either the village council or village manager as authorized by subsection 2.6. The services shall be for the following types of projects or similar disciplines:<sup>1</sup>

- a. NPDES Permitting and stormwater management;
- b. Drainage facilities;
- c. Road construction and maintenance;
- d. Civil Engineering;
- e. GIS Mapping assistance;
- f. Utility infrastructure evaluation and review;
- g. Plat and site plan review;
- h. Park and park land development;
- i. Environmental engineering;
- j. Surveying;
- k. Project management;
- l. Opinion of probable cost of construction; and
- m. Public Works permitting and inspections.

<sup>1</sup> The disciplines listed below are more extensively defined and identified in RFQ \_\_\_\_\_ Section 2.2 Scope of Services; which RFQ is incorporated by reference as exhibit C to this contract.

2.2 When the need for services for a specific project occurs, the village manager may, enter into negotiations with the consultant for that specific project under the terms and conditions of this agreement. The village shall initiate said negotiations by providing the consultant with a "Scope of Services Request," requesting from the consultant a proposal to provide professional services for the specific project. The consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The village manager and consultant shall negotiate the terms of the specific project in accordance with the provisions of subsection 2.3.

2.3 The village and consultant shall utilize as the agreement for each specific project a standard project agreement ("project agreement"), a copy of which is attached and incorporated into this agreement as Exhibit "A". Each supplemental agreement for a specific project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the specific project;
- f. Any additional contractual requirements of section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the project agreement, if mutually agreed upon by the parties.

2.4 When required and in lieu of a lump sum compensation package, the consultant shall charge the village for professional services at those hourly fees as specified in Exhibit "B." The project agreement shall specify that the consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the consultant shall commence subsequent to the execution of each project agreement. Performance of work by consultant prior to execution of a project agreement shall be at consultant's sole risk.

2.6 The Village Manager is authorized to negotiate and execute a project agreement for projects in which the consultants' services do not exceed \$25,000.00.

2.7 The Contract Documents for each specific project shall incorporate this continuing services agreement. In the event that any of the terms or conditions of this agreement conflict with the project agreement, the provisions of the project agreement shall apply.

### **SECTION 3. TERM/TERMINATION**

3.1 **Term of Agreement.** This continuing agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to section 3.2 or other applicable sections of this agreement. Each project agreement shall specify the period of service agreed to by the village and consultant for services to be rendered under the project agreement. There should be a term limit, two year, with two one year renewals, upon prior approval of the village manager.

3.2 **Termination For Convenience.** The village may terminate this agreement for convenience at any time by giving 30 days notice in writing to the consultant. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses. In the event that the village improperly terminates the agreement for default under paragraph 3.3, the termination shall be deemed a termination for convenience under this paragraph.

3.3 **Termination For Default.** Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach. Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the village in the event that consultant is unable to complete the services identified in section 2 due to causes beyond consultant's control. The village shall have no liability to the consultant for future profits or losses in the event of termination for default. The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Should consultant provide the village with written notice of cancellation of agreement, consultant will be required to refund a pro-rata share of the compensation identified in section 2.

3.4 **Termination for Delay.** If the project is suspended or the consultant's services are delayed by the village for more than 30 consecutive days, the consultant may terminate this agreement by giving not less than 10 days written notice. The liability of the village upon termination by the consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by consultant to the time of termination by consultant. The village shall not be liable for future profits or losses.

3.5 **Termination for Lack of Funds.** Notwithstanding any other provisions of the agreement, if the funds anticipated by the village for the for the payment of work under this agreement are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the agreement without penalty by giving not less than 10 days written notice of the lack of available funding.

3.5.1 In the event the village declines to appropriate funds for payment of the agreement for future fiscal years, consultant shall be paid for work performed under the agreement with funds that are appropriated for the current fiscal year. The liability of the village to consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

3.5.2 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to consultant shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to consultant for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

3.6 **Effect on Project Agreement** – Nothing in this section shall be construed to create a right by either party to terminate any ongoing project agreement(s). Termination of a project agreement shall be exclusively through the termination provisions of the specific project agreement.

3.7 **Non-Exclusive Agreement-** Notwithstanding the provisions of subsection 3.1, the village manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the village under similar continuing services agreements. Nothing in this agreement shall be construed to give the consultant a right to perform services for a specific project.

#### **SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

4.1 **Changes Permitted.** The village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work. Changes in the scope of services of a project agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the village by change order without invalidating the project agreement.

4.2 **Change Order Defined.** Change order shall mean a written order to the consultant executed by the village, issued after execution of a project agreement, authorizing and directing a change in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The contract price and/or the contract time may be changed only by change order.

4.3 **Effect of Executed Change Order.** The execution of a change order by the village and the consultant shall constitute conclusive evidence of the consultant's agreement to the ordered changes in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The consultant, by executing the change order, waives and forever releases any claim against the village for additional time or compensation for matters relating to or arising out of or resulting from the services included within or affected by the executed change order.

4.4 **Authority to Execute Changes or Requests for Additional Services.** The village manager is authorized to negotiate and execute change orders, in an amount not to exceed \$25,000.00 per contract. Changes, which exceed \$25,000.00, shall be approved by the village council.

#### **SECTION 5. NO DAMAGES FOR DELAY CLAUSE**

5.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The consultant shall not be entitled to an increase in the agreement sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the consultant shall be entitled only to extension of the agreement time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

#### **SECTION 6. RIGHT TO WITHHOLD**

6.1 If work under this agreement is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the consultant, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide consultant with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

## **SECTION 7. INTEREST PAYMENTS**

7.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

7.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the village.

## **SECTION 8. SURVIVAL OF PROVISIONS**

8.1 Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

## **SECTION 9. VILLAGE'S RESPONSIBILITIES**

9.1 Assist consultant by placing at its disposal all available information as may be requested in writing by the consultant and allow reasonable access to all pertinent information relating to the services to be performed by consultant.

9.2 Furnish to consultant, at the consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by consultant, in possession of the village.

9.3 Arrange for access to and make all provisions for consultant to enter upon public property as required for consultant to perform services.

## **SECTION 10. CODE OF ETHICS**

10.1 The code of ethics of the Florida Engineering Society shall be incorporated in this agreement by this reference.

10.2 Consultant warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth section 2-11.1 of the Miami-Dade County Code, and village code, as these codes may be amended from time to time.

## **SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES**

11.1 The consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in performing under this agreement.

11.2 The consultant shall comply with the wage provisions of section 287.055, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the consultant shall be required to comply with applicant grant requirements.

## **SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

12.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the village or furnished by the consultant pursuant to any project agreement, shall become the property of the village, whether the project for which they are made is completed or not, and shall be delivered by consultant to the village within five calendar days after receipt of written notice requesting delivery of said documents or digital files. The consultant shall have the right to keep one record set of the documents upon completion of the project, however, in no event shall the consultant, without the village's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

12.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the consultant for each specific project shall provide that all documents and rights obtained by virtue of the subcontracts shall become the property of the village.

12.3 All final plans and documents prepared by the consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, architect, landscape architect, professional geologist, or land surveyor, as appropriate, in the State of Florida and date approved and/or sealed. Consultant shall within three business days of ascertaining or determining that the registered professional engineer, landscape architect, professional geologist or land surveyor is no longer affiliated with consultant or barred from practicing under his/her license, shall notify village of the event and obtain the services of another, duly qualified and registered professional.

### **SECTION 13. RECORDS/AUDITS**

13.1 Consultant shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the specific project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the village manager or any authorized village representative with reasonable notice and shall be kept for a period of three years after the completion of each project agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the village.

13.2 The consultant shall comply with Chapter 119, Florida Statutes, as applicable.

13.3 Refusal of the consultant to comply with these provisions shall be grounds for immediate termination for cause by the village of this agreement or any project agreement.

### **SECTION 14. NO CONTINGENT FEE**

14.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for consultant, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. In the event the consultant violates this provision, the village shall have the right to terminate this agreement or any project agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **SECTION 15. INDEPENDENT CONTRACTOR**

15.1 The consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer – employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the consultant.

**SECTION 16. ASSIGNMENT; AMENDMENTS**

16.1 This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by consultant, without the prior written consent of the village.

16.2 No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained in a written document executed with the same formality as this agreement.

**SECTION 17. INDEMNIFICATION/HOLD HARMLESS**

17.1 The village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the consultant or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the consultant, the village in no way assumes responsibility or liability for the acts, errors or omissions of the consultant or subcontractors.

17.2 The consultant shall not commence work under this agreement until it has obtained all insurance required by the village. The consultant shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this agreement. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 Pursuant to section 725.08, Florida Statutes, the consultant shall indemnify and hold harmless the village and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant or any persons employed or utilized by the consultant in the performance of this or any project agreement.

**SECTION 18. INSURANCE**

18.1 The consultant shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the village against hazards or risks of loss as specified below. The insurance coverages shall include a minimum of:

- A. Professional Liability Insurance in the amount of \$1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all

sums which the consultant shall become legally obligated to pay as damages for claims arising out of the services performed by the consultant or any person employed by him in connection with this agreement. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this agreement. However, the consultant may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

18.2 The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.

18.3 All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

18.4 The consultant shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

18.5 The village is to be specifically included as an additional insured for the liability of the village resulting from operations performed by or on behalf of consultant in performance of this or any project agreement. Consultant's insurance, including that applicable to the village as an additional insured, shall apply on a primary basis and any other insurance maintained by the village shall be in excess of and shall not contribute to consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

18.6 Prior to the execution of this agreement, consultant shall provide the village manager with evidence of insurability from the consultant's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the consultant shall provide to the village manager, certificates of insurance evidencing the required insurance coverages. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by this and any project agreement. The village reserves the right to require the consultant to provide a certified copy of such policies, upon written request by the village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the village manager.

18.7 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this agreement.

18.8 All deductibles or self-insured retentions must be declared to and be approved by the village manager. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The village manager may require the consultant, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the consultants' deductible for professional liability insurance.

## **SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT**

19.1 **Village Representative.** It is recognized that questions in the day-to-day conduct of this agreement will arise. The village designates the Director of Public Work, as the person to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

19.2 **Consultant Representative.** Consultant shall inform the village representative, in writing, of the representative of the consultant to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

**SECTION 20. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

20.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings.

20.2 In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**SECTION 21. MEDIATION**

21.1 Any claim or dispute arising out of or related to this agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

21.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

21.3 Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11<sup>th</sup> judicial circuit for the State of Florida.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED**

22.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the agreement shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 23. CONSULTANT'S RESPONSIBILITIES**

23.1 The consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable village codes, state and federal laws, rules and regulations.

23.2 The consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each project agreement as is ordinarily provided by a

professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any project agreement or the construction of the project for which the consultant has provided engineering, architectural landscape architectural, surveying or mapping services under a prior project agreement, it is determined that the consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular project, upon written notification from the village, the consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the village for any other services and expenses made necessary thereby, save and expect any costs and expenses which the village would have otherwise paid absent the consultant's error or omission. The village's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this agreement, the project agreement, by law, equity or otherwise.

23.3 The consultant's obligations under this section of this agreement shall survive termination of this agreement or any project agreement.

#### **SECTION 24. SUBCONSULTANTS**

24.1 None of the work or services under this agreement shall be subcontracted unless consultant obtains prior written consent from the village. Approved subcontractors shall be subject to each provision of this agreement and consultant shall be responsible and indemnify the village for all subcontractors' acts, errors or omissions.

24.2 The consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the village; provided, however, that claims for money by the consultant from the village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the consultant to the village.

24.3 In the event the consultant requires the services of any subconsultants or other professional associates in connection with services covered by any project agreement, the consultant must secure the prior written approval of the village manager. The consultant shall utilize his/her best efforts to utilize subconsultants where principal place of business is located within the Village of Palmetto Bay, Florida.

24.4 Any subcontract with a subconsultant shall afford to the consultant rights against the subconsultant which correspond to those rights afforded to the village against the consultant herein, including but not limited to those rights of termination as set forth herein.

24.5 No reimbursement shall be made to the consultant for any subconsultants that have not been previously approved by the village for use by the consultant.

24.6 The consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

**SECTION 25. NOTICES**

25.1 Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice and identified the following persons as the contracting officers: 7850 NW 146TH Avenue  
Miami Lakes, FL 33016

**FOR CONSULTANT:**

R.J. BEHAR & COMPANY, INC.  
7850 NW 146 Ave  
Miami Lakes, FL 33016  
Telephone: (305) 558-3777  
Facsimile: (305) 558-8909

**FOR VILLAGE:**

Village of Palmetto Bay  
Attention: Corrice E. Patterson, Director of Public Works  
9495 SW 180<sup>TH</sup> Street  
Palmetto Bay, Florida 33157  
Telephone: (305) 969-5011  
Facsimile: (305) 969-5091

**SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE**

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the

compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each project agreement.

#### **SECTION 27. CONSENT TO JURISDICTION**

27.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County, Florida.

#### **SECTION 28. GOVERNING LAW**

28.1 This agreement and any project agreement shall be construed in accordance with and governed by the laws of the State of Florida.

#### **SECTION 29. HEADINGS**

29.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

#### **SECTION 30. EXHIBITS**

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

#### **SECTION 31. SEVERABILITY**

31.1 If any provision of this agreement or any project agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **SECTION 32. COUNTERPARTS**

32.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**SECTION 33. WARRANTY OF AUTHORITY**

33.1 The signatories to this agreement warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

**SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY**

34.1 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and consultant has not, and will not, pay a fee the amount of which is contingent upon the village awarding this agreement to consultant.

34.2 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this agreement in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

34.3 A violation of this paragraph will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the consultant.

**IN WITNESS WHEREOF**, the parties execute this agreement on the respective dates under each signature: The village, signing by and through its village manager, attested to by its village clerk, duly authorized to execute same and by consultant by and through its assistant secretary, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTOBAY

Miguel Alexandre  
Village Clerk

By: Ron E. Williams *EW*  
Ron E. Williams, Village Manager

Date: 4-28-14

APPROVED AS TO FORM:

Robert J. Behar  
Village Attorney

ATTEST:

R.J. BEHAR & COMPANY, INC.

By: Robert J. Behar  
Robert J. Behar, P.E.  
President

Date: 3-6-14

WITNESSES:

Dereh Behar

Print Name: Dereh Behar

Lizanna Kadir

Print Name: Lizanna Kadir

**EXHIBIT "A"**

**PROJECT AGREEMENT**

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

for

Work Authorization No. [ ]

[INSERT NAME OF PROJECT]

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

For

Work Authorization No. \_\_\_\_\_

[INSERT NAME OF PROJECT]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and [Insert CompanyName], ("consultant") dated \_\_\_\_\_, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

As part of the Scope of Services and Project Schedule, the consultant shall provide to the village the following Deliverables:

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**SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect \_\_\_\_\_, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

3.2 **Commencement.** The consultant's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the consultant from the village. The consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the village manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" \$\_\_\_\_\_. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$\_\_\_\_\_.]

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

#### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

##### **5.1 Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the village. The village shall pay consultant within 30 days of approval by the village manager of any invoices submitted by consultant to the village.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the

village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the consultant's invoice for final payment and reimbursement shall constitute the consultant's representation to the village that, upon receipt from the village of the amount invoiced, all obligations of the consultant to others, including its consultants, incurred in connection with the project, shall be paid in full. The consultant shall deliver to the village all documents requested by the village evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the village by the consultant.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that consultant abandons this project agreement or causes it to be terminated by the village, the consultant shall indemnify the village against any loss pertaining to this termination. In the event that the consultant is terminated by the village for cause and it is subsequently determined by a court by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be

compensated for all services performed to the satisfaction of the village and for reimbursable expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the consultant's work product shall become the property of the village and the consultant shall, within 10 working days of receipt of written direction from the village, transfer to either the village or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the consultant pertaining to this project agreement. Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

6.4 **Suspension for Convenience.** The village shall have the right at any time to direct the consultant to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the village, the consultant shall immediately comply with same. In the event the village directs a suspension of performance as provided for herein through no fault of the consultant, the village shall pay to the consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

## **SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated \_\_\_\_\_ between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**ATTEST:**

**VILLAGE OF PALMETTOBAY**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Ron E. Williams, Village Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

**ATTEST:**

[Insert Company Name]

By: \_\_\_\_\_  
[Insert Name]  
[Insert Job Title]

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Exhibit "1"

**Project Description**

[TO BE INSERTED]

**Exhibit "2"**

**Scope of Services and Project Schedule**

[TO BE INSERTED]

**EXHIBIT "3"**

**Payment Schedule**

[TO BE INSERTED]

**EXHIBIT "B"**

**PAGE 1 OF 2**

**CONSULTANT'S BILLING RATE**

[TO BE INSERTED]

B-1

**EXHIBIT "B"**

**PAGE 2 OF 2**

**GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES**

**Principal** - Senior level managers of the firm.

**Project Manager** – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

**Senior Engineer** – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

**Engineer** - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

**Construction Manager** – Individual responsible for coordinating construction administration and onsite observations.

**Construction Observation**– Technical personnel responsible for observing construction projects.

**Senior Draftsman/Technical/CADD Operators** - CADD Operators and Designers responsible for CADD technical support and design.

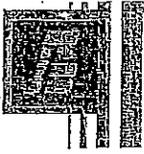
**Draftsman** - Manual drafters, designers, and technicians responsible for providing production support.

**Data Processing/Clerical/Administrative** - Staff members responsible for providing clerical and secretarial support to the organization.

**EXHIBIT "C"**

**PROFESSIONAL SERVICES  
REQUEST FOR QUALIFICATIONS DOCUMENT  
NO. 2013-PW-100**

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

March 6, 2014

**EXHIBIT "B"**

Village of Palmetto Bay  
9750 East Hibiscus Street  
Palmetto Beach, FL 33157

**Professional Fee Schedule for the Village of Palmetto Bay  
RFQ No. 2013-PW-100  
Continuing Services Agreement  
Transportation Planning and Engineering Services**

Company Name	Address
RJ Behar & Company, Inc Tel. No. 954-680-7771	6861 SW 196 Avenue, Suite 302 Pembroke Pines, Florida 33332

Hourly Project Billing Rate	
Category	Hourly Rate
Principal-in-Charge	\$202.00
Project Manager (P.E.)	\$180.00
Senior Engineer (P.E.)	\$160.00
Project Engineer (P.E.)	\$119.00
Engineer	\$100.00
Construction Manager, (P.E.)	\$181.00
Senior Inspector	\$100.00
Inspector	\$76.00
CADD Technician	\$89.00
Entry Level Engineer	\$70.00
Clerical	\$52.00

Note: Rates are valid from July 1, 2013 through June 30, 2014

Robert J. Behar, P.E.  
President/CEO

**PUBLIC WORKS COPY**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2014

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Greyling Insurance Brokerage  
450 Northridge Parkway  
Suite 102  
Atlanta GA 30350  
INSURED  
R.J. Behar & Company, Inc.  
6861 S.W. 196th Avenue  
Suite 302  
Pembroke Pines FL 33332

CONTACT NAME: Cooper Smith  
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082  
E-MAIL ADDRESS: Jerry.noyola@greyling.com  
INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: Sentinel Insurance Company, LTD 11000  
INSURER B: Travelers Casualty & Surety 19038  
INSURER C: Continental Casualty Company 20443  
INSURER D:  
INSURER E:  
INSURER F:

COVERAGES CERTIFICATE NUMBER: 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

JSR TR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC \$
A	AUTOMOBILE LIABILITY		20UECNG0289	11/17/2013	11/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB-3864T21-4	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEH 28 836 36 39	11/17/2013	11/17/2014	Per Claim \$2,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
a: Continuing Services Agreement.

CERTIFICATE HOLDER	CANCELLATION
Village of Palmetto Bay, Florida 9705 East Hibiscus Street Palmetto Bay, FL 33157	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  David Collings/JERRY <i>David H. Collings</i>

**EXHIBIT "A"**

**PROJECT AGREEMENT**

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

R.J. BEHAR & COMPANY

for

Work Authorization No. 

**SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE  
ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2**

PROJECT AGREEMENT  
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

R. J. BEHAR & COMPANY

For

Work Authorization No. \_\_\_\_\_

SAFE ROUTE TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND  
CORAL REEF ELEMENTARY PRIORITY 2

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and R. J. BEHAR & COMPANY ("consultant") dated \_\_\_\_\_, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

As part of the Scope of Services and Project Schedule, the consultant shall provide to the village the following Deliverables:

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---

---

**SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect \_\_\_\_\_, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

3.2 **Commencement.** The consultant's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the consultant from the village. The consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the village manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" \$ 115,492.00. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$ \_\_\_\_\_.]

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

#### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

##### **5.1 Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the village. The village shall pay consultant within 30 days of approval by the village manager of any invoices submitted by consultant to the village.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the village with additional backup documentation within five working days of the date of the

village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the consultant's invoice for final payment and reimbursement shall constitute the consultant's representation to the village that, upon receipt from the village of the amount invoiced, all obligations of the consultant to others, including its consultants, incurred in connection with the project, shall be paid in full. The consultant shall deliver to the village all documents requested by the village evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the village by the consultant.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that consultant abandons this project agreement or causes it to be terminated by the village, the consultant shall indemnify the village against any loss pertaining to this termination. In the event that the consultant is terminated by the village for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be compensated for all services performed to the satisfaction of the village and for reimbursable

expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the consultant's work product shall become the property of the village and the consultant shall, within 10 working days of receipt of written direction from the village, transfer to either the village or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the consultant pertaining to this project agreement. Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

6.4 **Suspension for Convenience.** The village shall have the right at any time to direct the consultant to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the village, the consultant shall immediately comply with same. In the event the village directs a suspension of performance as provided for herein through no fault of the consultant, the village shall pay to the consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

**SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated \_\_\_\_\_ between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

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**ATTEST:**

**VILLAGE OF PALMETTO BAY**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Edward Silva, Village Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

**ATTEST:**

R. J. BEHAR & COMPANY

By: \_\_\_\_\_  
Robert J. Behar, P.E.  
President

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Exhibit "1"

**Project Description**

[SEE ATTACHED]

**Exhibit "2"**

**Scope of Services and Project Schedule**

[SEE ATTACHED]

**EXHIBIT "3"**

**Payment Schedule**

[TO BE INSERTED]

**EXHIBIT "B"**

**PAGE 1 OF 2**

**CONSULTANT'S BILLING RATE  
SEE ATTACHED**

B-1

**EXHIBIT "B"**

**PAGE 2 OF 2**

**GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES**

**Principal** - Senior level managers of the firm.

**Project Manager** – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

**Senior Engineer** – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

**Engineer** - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

**Construction Manager** – Individual responsible for coordinating construction administration and onsite observations.

**Construction Observation**– Technical personnel responsible for observing construction projects.

**Senior Draftsman/Technical/CADD Operators** - CADD Operators and Designers responsible for CADD technical support and design.

**Draftsman** - Manual drafters, designers, and technicians responsible for providing production support.

**Data Processing/Clerical/Administrative** - Staff members responsible for providing clerical and secretarial support to the organization.

**EXHIBIT "C"**

**PROFESSIONAL SERVICES  
REQUEST FOR QUALIFICATIONS DOCUMENT  
NO. 2013-PW-100**

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**Project Activity 3: General Tasks**

Perrine Elementary SRTS  
NA

Estimator:

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	2	2	
3.1.10	Public Meeting Attendance/Followup	LS	1	4	4	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
<b>3.1 Public Involvement Subtotal</b>					<b>6</b>	
3.2	Joint Project Agreements	EA	0	10	0	LAP documentation
3.3	Specifications Package Preparation	LS	1	4	4	
3.4	Contract Maintenance and EDMS	LS	1	6	6	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	32	32	See listing below
3.7	Plans Update	LS	1	0	0	

**Project Activity 3: General Tasks**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
<b>3. Project Common and Project General Tasks Total</b>					<b>48</b>	

**3.6 - List of Project Manager Meetings**

Roadway Analysis	EA	1	2	2
Drainage	EA	1	2	2
Utilities	EA	0	1	0
Environmental Structures	EA	0	0	0
Signaling & Pavement Marking	EA	1	2	2
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LIDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	6	2	12
Phase Reviews	EA	2	4	8
Field Reviews	EA	2	3	6
<b>Total Project Manager Meetings</b>		<b>13</b>		<b>32</b>
				Carries to 3.8

**Notes:**

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

**Project Activity 4: Roadway Analysis**

Estimator:

Perrine Elementary SRTS  
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	4	4	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	4	4	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	0	0	
4.8	Traffic Control Analysis	LS	1	6	6	
4.9	Master TCP Design Files	LS	1	4	4	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	4	4	
4.13	Cost Estimate	LS	2	4	8	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	0	0	
<b>Roadway Analysis Technical Subtotal</b>					<b>30</b>	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	2	

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	2	
<b>Roadway Analysis Nontechnical Subtotal</b>						<b>4</b>
4.21	Coordination	LS	%	0%	0	
<b>4. Roadway Analysis Total</b>					<b>34</b>	

**Technical Meetings**

Typical Section	EA	0	0	0
Pavement	EA	0	0	0
Access Management	EA	0	0	0
15% Line and Grade	EA	0	0	0
Driveways	EA	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0
Work Zone Traffic Control	EA	0	0	0
30/60/90/100% Comment Review Meetings	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>				<b>0</b>

Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0

**Total Meetings** 0  
 Carries to 4.17

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

**Project Activity 5: Roadway Plans**

Estimator:

Perrine Elementary SRTS  
NA

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	4		4	
5.4.2	Typical Section Details		EA	0	0		0	
5.5	General Notes/Pay Item Notes		Sheet	1	10	1	10	
5.6	Summary of Quantities		Sheet	1	6	1	6	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	15	6	15	90	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

**Project Activity 5: Roadway Plans**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
5.19	Intersection Layout Details		Sheet	0	0	0	0		
5.20	Special Details		EA	1	18		18		
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0		
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0		
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0		
5.24	Lateral Ditch Cross Sections		EA	0	0		0		
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	0	1	0		
5.26	Retention Pond Cross Sections		EA	0	0		0		
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0		
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0		
5.29	Cross Sections		EA	5	1.5		8		
5.30	Temporary Traffic Control Plan Sheets		Sheet	2	12	2	24	Level I	
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0		
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0		
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0		
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0		
5.35	Erosion Control Plan		Sheet	0	0	0	0		
5.36	SWPPP		Sheet	1	14	1	14		
5.37	Project Network Control Sheet		Sheet	0	0	0	0		
5.38	Environmental Detail Sheets		LS	0	0		0		
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0		
<b>Roadway Plans Technical Subtotal</b>							<b>23</b>	<b>186</b>	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
5.40	Quality Assurance/Quality Control		LS	%	5%		9		
5.41	Supervision		LS	%	5%		9		
<b>5. Roadway Plans Total</b>							<b>23</b>	<b>204</b>	

**Project Activity 6: Drainage Analysis**

Perrine Elementary SRTS  
NA

Estimator:

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	0	0	0	
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	10	10	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	0	0	
6.15	Cost Estimate	LS	1	0	0	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	

**Project Activity 6: Drainage Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
		<b>Drainage Analysis Technical Subtotal</b>			<b>10</b>	
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	0	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	1	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	1	
		<b>Drainage Analysis Nontechnical Subtotal</b>			<b>2</b>	
6.23	Coordination	LS	%	0%	0	
		<b>6. Drainage Analysis Total</b>			<b>12</b>	

**Technical Meetings**

Base Clearance Water Elevation	EA	0	0	0	0
Pond Siting	EA	0	0	0	0
Agency	EA	0	0	0	0
Local Governments (cities, counties)	EA	0	0	0	0
FDOT Drainage	EA	0	0	0	0
Other Meetings	EA	0	0	0	0
<b>Subtotal Technical Meetings</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	0
Phase Review Meetings	EA	0	0	0	0
<b>Total Meetings</b>		<b>0</b>			<b>0</b>

Carries to 6.19

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

Project Activity 7: Utilities

Estimator:

Perrine Elementary SRTS  
NA

Task No.	Task	Units	No. of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	6	1	6	
7.3	Make Utility Contacts	LS	6	1	6	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	4	4	
7.6	Individual/Field Meetings	LS	1	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	6	1	6	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
<b>7. Utilities Total</b>					<b>22</b>	

**Project Activity 7: Utilities**

<b>Technical Meetings</b>	
Kickoff	EA 0
Preliminary Meeting	EA 0
Individual UAO Meetings	EA 0
Field Meetings	EA 0
Design Meeting	EA 0
Other Meetings	EA 0
<b>Total Technical Meetings</b>	<b>0</b>

**Project Activity 8: Environmental Permits**

Estimator:

Perrine Elementary SRTS  
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits, Compliances and Clearances</b>						
8.1	Preliminary Project Research	LS	1	2	2	
<b>Permits</b>						
8.2	Complete Permit Involvement Form	LS	1	2	2	
<b>Field Work</b>						
8.3.1	Pond Site Alternatives	LS	1	0	0	
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.3.3	Species Surveys	LS	1	0	0	
8.3.4	Archeological	LS	1	0	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
<b>Complete And Submit All Required Permit Applications</b>						
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Design	LS	1	0	0	
8.12	Mitigation Coordination and Meetings	LS	1	0	0	

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	4	4	
<b>Environmental Clearances/Reevaluations</b>						
<b>8.14 Technical support to Department for Environmental Clearances and Reevaluations</b>						
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
<b>8.15 Preparation of Environmental Clearances and Reevaluations</b>						
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Features	LS	1	0	0	
8.15.3	Wetland Impact Analysis	LS	1	0	0	
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
<b>Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal</b>					<b>8</b>	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	0	
8.20	Supervision	LS	%	5%	0	
<b>Environmental Permits, Compliance and Clearances Nontechnical Subtotal</b>					<b>0</b>	
8.21	Coordination	LS	%	0%	0	
<b>8. Environmental Permits, Compliance and Clearances Total</b>					<b>8</b>	

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
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**Technical Meetings**

WMD	EA	0	0	0	0	
NMFS	EA	0	0	0	0	
ACOE	EA	0	0	0	0	
USCG	EA	0	0	0	0	
USFWS	EA	0	0	0	0	
FFWCC	EA	0	0	0	0	
FDOT	EA	0	0	0	0	
Other Meetings	EA	0	0	0	0	
<b>Subtotal Technical Meetings</b>					<b>0</b>	

Progress Meetings	EA	0	0	0	0	
Phase Review Meetings	EA	0	0	0	0	

<b>Total Meetings</b>					<b>0</b>	
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Carries to 8.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

**Project Activity 19: Signing and Pavement Marking Analysis**

Estimator:

Perrine Elementary SRTS  
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	1	2	2	
19.9	Technical Special Provisions	LS	1	2	2	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>					<b>8</b>	
19.11	Field Reviews	LS	1	2	2	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	0	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	0	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>					<b>2</b>	
19.16	Coordination	LS	%	0%	0	
<b>19. Signing and Pavement Marking Analysis Total</b>					<b>10</b>	

**Project Activity 19: Signing and Pavement Marking Analysis**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Technical Meetings</b>						
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	<b>Subtotal Technical Meetings</b>				<b>0</b>	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	<b>Total Meetings</b>				<b>0</b>	
						Carries to 19.12

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

**Project Activity 20: Signing and Pavement Marking Plans**

Estimator:

Perrine Elementary SRTS  
NA

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	Summary of Pay Items Including TRNS-Port Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	6	1	6	
20.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	15	1	15	15	
20.7	Typical Details		EA	1	8		8	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	12		12	
20.13	Interim Standards		LS	1	0		0	
<b>Signing and Pavement Marking Plans Technical Subtotal</b>						<b>17</b>	<b>49</b>	
20.14	Quality Assurance/Quality Control		LS	%	5%		2	
20.15	Supervision		LS	%	5%		2	
<b>20. Signing and Pavement Marking Plans Total</b>						<b>17</b>	<b>53</b>	

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

Name of Project: Coral Reef Elementary SRTS  
 County: Dade  
 FPN: NA  
 FAP No.: NA  
 Consultant Name: RJ Behar and Co.  
 Consultant No.: enter consultants proj. number  
 Date: 3/28/2016  
 Estimator: Insert name

Staff Classification	Hours From Summary - Firm	Project Manager	Senior Engineer	Project Engineer	Designer	CADD Tech	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	56	39	6	6	6	\$89.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	57	\$3,114	\$159.89
4. Roadway Analysis	34	3	7	10	7	7	0	0	0	0	0	0	0	34	\$3,963	\$116.56
5. Roadway Plans	180	18	36	54	36	36	0	0	0	0	0	0	0	180	\$21,150	\$117.50
6. Drainage Analysis	14	1	3	4	3	0	0	0	0	0	0	0	0	14	\$1,513	\$115.21
7. Utilities	22	2	4	7	4	4	0	0	0	0	0	0	0	21	\$2,469	\$117.57
8. Environmental Permits, Compliance & Clearances	16	2	3	5	3	3	0	0	0	0	0	0	0	16	\$1,912	\$119.50
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signling & Pavement Marking Analysis	17	2	3	5	3	3	0	0	0	0	0	0	0	16	\$1,912	\$119.50
20. Signling & Pavement Marking Plans	58	6	12	17	12	12	0	0	0	0	0	0	0	59	\$6,931	\$117.47
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>397</b>	<b>73</b>	<b>74</b>	<b>108</b>	<b>74</b>	<b>58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>397</b>	<b>\$49,054.00</b>	<b>\$123.59</b>
<b>Total Staff Cost</b>	<b>\$13,140.00</b>	<b>\$18,840.00</b>	<b>\$11,840.00</b>	<b>\$12,852.00</b>	<b>\$5,180.00</b>	<b>\$5,052.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>397</b>	<b>\$49,054.00</b>	<b>\$123.59</b>

Survey Field Days by Subconsultant  
 4- Person Crew

SALARY RELATED COSTS:  
 OVERHEAD: 0%  
 OPERATING MARGIN: 0%  
 FCCM (Facilities Capital Cost Money): 0.00%  
 EXPENSES: 0.00%  
 Survey (Field - If by Prime) 4-man crew \$ /day  
 SUBTOTAL ESTIMATED FEE: \$49,054.00  
 Subconsultant: Longitude Surveying \$8,360.00  
 Subconsultant: Sub 2 \$0.00  
 SUBTOTAL ESTIMATED FEE: \$57,424.00  
 Geotechnical Field and Lab Testing \$0.00  
 SUBTOTAL ESTIMATED FEE: \$57,424.00  
 Optional Services \$0.00  
 GRAND TOTAL ESTIMATED FEE: \$57,424.00

Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.  
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

**Project Activity 3: General Tasks**

Estimator: Coral Reef Elementary SRTS  
NA

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	2	2	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	4	4	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	2	2	
3.1.10	Public Meeting Attendance/Followup	LS	1	4	4	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
		<b>3.1 Public Involvement Subtotal</b>			<b>12</b>	
3.2	Joint Project Agreements	EA	0	12	0	LAP documentation
3.3	Specifications Package Preparation	LS	1	4	4	
3.4	Contract Maintenance and EDMS	LS	1	10	10	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	30	30	See listing below
3.7	Plans Update	LS	1	0	0	

**Project Activity 3: General Tasks**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
<b>3. Project Common and Project General Tasks Total</b>					<b>56</b>	

**3.6 - List of Project Manager Meetings**

Roadway Analysis	EA	1	2	2
Drainage	EA	1	2	2
Utilities	EA	0	1	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	1	2	2
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LIDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	6	2	12
Phase Reviews	EA	2	3	6
Field Reviews	EA	2	3	6
<b>Total Project Manager Meetings</b>		<b>13</b>		<b>30</b>

Carries to 3.6

**Notes:**

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

**Project Activity 4: Roadway Analysis**

Estimator:

Coral Reef Elementary SRTS  
NA

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	4	4	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	4	4	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal/Vertical Master Design Files	LS	1	0	0	
4.5.2	Horizontal/Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	0	0	
4.8	Traffic Control Analysis	LS	1	6	6	
4.9	Master TCP Design Files	LS	1	4	4	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	4	4	
4.13	Cost Estimate	LS	2	4	8	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	0	0	
<b>Roadway Analysis Technical Subtotal</b>					<b>30</b>	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	2	

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	2	
<b>Roadway Analysis Nontechnical Subtotal</b>						
					<b>4</b>	
4.21	Coordination	LS	%	0%	0	
<b>4. Roadway Analysis Total</b>						
					<b>34</b>	

**Technical Meetings**

Typical Section	EA	0	0	0	0
Pavement	EA	0	0	0	0
Access Management	EA	0	0	0	0
15% Line and Grade	EA	0	0	0	0
Driveways	EA	0	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0	0
Work Zone Traffic Control	EA	0	0	0	0
30/60/90/100% Comment Review Meetings:	EA	0	0	0	0
Other Meetings	EA	0	0	0	0
<b>Subtotal Technical Meetings</b>					<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	0
Phase Review Meetings	EA	0	0	0	0

**Total Meetings** 0  
Carries to 4.17

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

**Project Activity 5: Roadway Plans**

Estimator:

Coral Reef Elementary SRTS  
NA

Task No.	Task	Scale	Units	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	4		4	
5.4.2	Typical Section Details		EA	0	0		0	
5.5	General Notes/Pay Item Notes		Sheet	1	10	1	10	
5.6	Summary of Quantities		Sheet	1	6	1	6	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	6	8	6	48	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

**Project Activity 5: Roadway Plans**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	1	10	1	10	
5.20	Special Details		EA	1	18		18	
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0	
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0		0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	10	1	10	
5.26	Retention Pond Cross Sections		EA	0	0		0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	5	1.5		8	
5.30	Temporary Traffic Control Plan Sheets		Sheet	2	12	2	24	Level I
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	1	14	1	14	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
<b>Roadway Plans Technical Subtotal</b>						<b>15</b>	<b>164</b>	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
5.40	Quality Assurance/Quality Control		LS	%	5%		8		
5.41	Supervision		LS	%	5%		8		
<b>5. Roadway Plans Total</b>							<b>15</b>	<b>180</b>	

**Project Activity 6: Drainage Analysis**

Estimator: Coral Reef Elementary SRTS  
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	0	0	0	
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	12	12	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	0	0	
6.15	Cost Estimate	LS	1	0	0	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	

**Project Activity 6: Drainage Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
<b>Drainage Analysis Technical Subtotal 12</b>						
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	0	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	1	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	1	
<b>Drainage Analysis Nontechnical Subtotal 2</b>						
6.23	Coordination	LS	%	0%	0	
<b>6. Drainage Analysis Total</b>					<b>14</b>	

**Technical Meetings**

Base Clearance Water Elevation	EA	0	0	0	0
Pond Siting	EA	0	0	0	0
Agency	EA	0	0	0	0
Local Governments (cities, counties)	EA	0	0	0	0
FDOT Drainage	EA	0	0	0	0
Other Meetings	EA	0	0	0	0
<b>Subtotal Technical Meetings</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	0
Phase Review Meetings	EA	0	0	0	0
<b>Total Meetings</b>		<b>0</b>			<b>0</b>

Carries to 6.19

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

**Project Activity 7: Utilities**

Estimator: Coral Reef Elementary SRTS NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	6	1	6	
7.3	Make Utility Contacts	LS	6	1	6	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	4	4	
7.6	Individual/Field Meetings	LS	1	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	6	1	6	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
					<b>7 Utilities Total</b>	<b>22</b>

**Project Activity 7: Utilities**

<b>Technical Meetings</b>	
Kickoff	EA 0
Preliminary Meeting	EA 0
Individual UAO Meetings	EA 0
Field Meetings	EA 0
Design Meeting	EA 0
Other Meetings	EA 0
<b>Total Technical Meetings 0</b>	

**Project Activity 8: Environmental Permits**

Estimator: Coral Reef Elementary SRTS NA

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
<b>Environmental Permits, Compliances and Clearances</b>						
8.1	Preliminary Project Research	LS	1	4	4	
<b>Permits</b>						
8.2	Complete Permit Involvement Form	LS	1	4	4	
<b>Field Work</b>						
8.3.1	Pond Site Alternatives	LS	1	0	0	
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.3.3	Species Surveys	LS	1	0	0	
8.3.4	Archeological	LS	1	0	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
<b>Complete And Submit All Required Permit Applications</b>						
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Design	LS	1	0	0	
8.12	Mitigation Coordination and Meetings	LS	1	0	0	

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	6	6	
<b>Environmental Clearances/Reevaluations</b>						
<b>8.14 Technical support to Department for Environmental Clearances and Reevaluations</b>						
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
<b>8.15 Preparation of Environmental Clearances and Reevaluations</b>						
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Features	LS	1	0	0	
8.15.3	Wetland Impact Analysis	LS	1	0	0	
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
<b>Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal</b> 14						
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	1	
8.20	Supervision	LS	%	5%	1	
<b>Environmental Permits, Compliance and Clearances Nontechnical Subtotal</b> 2						
8.21	Coordination	LS	%	0%	0	
<b>8. Environmental Permits, Compliance and Clearances Total</b> 16						

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
<b>Technical Meetings</b>						
	WMD	EA	0	0	0	
	NMFS	EA	0	0	0	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	<b>Subtotal Technical Meetings</b>				<b>0</b>	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	<b>Total Meetings</b>				<b>0</b>	

Carries to 8.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

**Project Activity 19: Signing and Pavement Marking Analysis**

Estimator:

Coral Reef Elementary SRTS  
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	1	4	4	
19.9	Technical Special Provisions	LS	1	4	4	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>					<b>12</b>	
19.11	Field Reviews	LS	1	3	3	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	1	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>					<b>5</b>	
19.16	Coordination	LS	%	0%	0	
<b>19. Signing and Pavement Marking Analysis Total</b>					<b>17</b>	

**Project Activity 19: Signing and Pavement Marking Analysis**

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
<b>Technical Meetings</b>						
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	<b>Subtotal Technical Meetings</b>				<b>0</b>	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	<b>Total Meetings</b>				<b>0</b>	

Carries to 19.12

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

**Project Activity 20: Signing and Pavement Marking Plans**

Estimator:

Coral Reef Elementary SRTS  
NA

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
20.1	Key Sheet		Sheet	0	0	0	0		
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0		
20.3	Tabulation of Quantities		Sheet	1	8	1	8		
20.4	General Notes/Pay Item Notes		Sheet	1	8	1	8		
20.5	Project Layout		Sheet	0	0	0	0		
20.6	Plan Sheet		Sheet	6	3	6	18		
20.7	Typical Details		EA	1	8		8		
20.8	Guide Sign Worksheet(s)		EA	0	0		0		
20.9	Traffic Monitoring Site		EA	0	0		0		
20.10	Cross Sections		EA	0	0		0		
20.11	Special Service Point Details		EA	0	0		0		
20.12	Special Details		LS	1	10		10		
20.13	Interim Standards		LS	1	0		0		
<b>Signing and Pavement Marking Plans Technical Subtotal</b>							<b>8</b>	<b>52</b>	
20.14	Quality Assurance/Quality Control		LS	%	5%		3		
20.15	Supervision		LS	%	5%		3		
<b>20. Signing and Pavement Marking Plans Total</b>							<b>8</b>	<b>58</b>	

**LONGITUDE SURVEYORS**

Monday, March 28, 2016

Marlin Scattolini, E.I.  
Project Engineer  
**R.J. BEHAR & COMPANY, INC.**  
6861 SW 196 Avenue, Suite 302  
Pembroke Pines, Florida 33332

VIA EMAIL: [msscattolini@behar.com](mailto:msscattolini@behar.com)  
SEGMENT 1 - CORAL REEF ELEMENTARY.DOCX

**RE:** Surveying services for the Village of Palmetto Bay Safe School Routes Segment 1- Coral Reef Elementary

Dear Ms. Scattolini,

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project, **LONGITUDE SURVEYORS, LLC (LS)** is pleased to submit the following proposal for your consideration.

**Scope of Work:**

**LONGITUDE** will perform a Topographic Survey to include the following information:

- **LONGITUDE** will locate all edge of pavements, sidewalks, driveways, paved areas, rights of way lines, light poles, power poles, walls, signal mast arms, drainage structures, manholes, signs, guy anchors, utility castings, poles (including guy wires), fences, and all other significant above ground features within the survey corridor.
- **LONGITUDE** will obtain existing spot elevations throughout the corridor to include elevations at 25 foot intervals and at high low points. In addition, most above ground improvements collected will have an elevation.
- **LS** will determine the rights of way and show graphically on the survey.
- **LONGITUDE** will confirm existing pipe invert elevations, pipe direction and apparent pipe diameters at all existing drainage structures within the survey limits.
- All existing elevations shall be based on **NGVD 29** datum.

**Survey Limits:** (Limits shown on an e-mail provided by the client on 2/23/16 at 9:52 a.m.)

- 1) SW 81 Avenue between SW 152 Street and SW 153 Street; East side concrete sidewalk
- 2) SW 155 Street between SW 81 Avenue and SW 82 Avenue; North side concrete sidewalk
- 3) SW 160 Street between SW 90 Avenue and SW 79 Avenue; 5 major intersections
- 4) The intersection of SW 152 Street and SW 67 Avenue; solar panel and cross walk
- 5) The intersection of SW 152 Street and SW 80 Avenue; solar panel and cross walk

**Deliverables:**

**Longitude** will provide signed and sealed hardcopies and two (2) electronic copies (One in AutoCAD and One in PDF format) of the Topographic survey.

**Schedule:**

**Longitude** has estimated fifteen business days to complete this task from the Notice to Proceed.

**Fee:**

The total professional fee to complete this task shall be a lump sum of \$8,360.00.

I understand and agree by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or printed name)

We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,

  
Eduardo M. Suarez, President/PSM