

November 16, 2023
CITY OF
Hollywood

Request for Qualifications

RFQ-136-24-WV

Construction Engineering Inspection

Services for Beverly Park

Sidewalk Network

Submitted by:



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

In Association with:

AREHNA Engineering, Inc.
Zeman Consulting Group, LLC

TAB A.

TABLE OF CONTENTS



TAB A. TABLE OF CONTENTS

A. TABLE OF CONTENTS 1

B. EXECUTIVE SUMMARY2-3

C. FIRM QUALIFICATIONS AND EXPERIENCE.....4-28

 Firm Qualifications and Experience

 Project Experience

 Professional Licenses

D. ORGANIZATIONAL PROFILE AND PROJECT TEAM QUALIFICATIONS.....29-47

 Organization Chart

 Project Team Resumes

 Experience & Qualifications of Project Manager

E. APPROACH TO SCOPE OF WORK.....48-58

F. REFERENCES..... 59-64

G. FINANCIAL RESOURCES..... 65

H. LEGAL PROCEEDINGS AND PERFORMANCE 66

I. REQUIRED FORMS/EXHIBITS67-106

TAB B.

EXECUTIVE SUMMARY



Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

TAB B. EXECUTIVE SUMMARY

BUSINESS ENTITY & COMPANY BACKGROUND: **R.J. Behar & Company, Inc. (RJ Behar)** was founded in 1999 as a Corporation in Florida to provide consulting engineering services to public sector clients. Our firm has grown during that time to 35 employees. Our steady growth has been based on providing quality service with a client service-oriented approach. Our philosophy is based on the following principles:

Integrity – Guided by the principles of integrity and honesty, we strive to be fair with our clients, while providing a product meeting the standards of our profession.

Experience – For more than 80 years of combined professional practice, **RJ Behar's** Principals have provided their knowledge to meet client expectations and have delivered several award-winning projects.

Innovation – **RJ Behar** helps clients create cost effective projects, with the design of innovative solutions.

Quality – Delivering quality infrastructure projects is measured by the final product, but it is also attested by repeat clientele. Many of our clients have continually selected **RJ Behar** time and again to complete their new projects.

RJ BEHAR OFFICES:

Headquarters/Responsible Office	Palm Beach County Office	Miami-Dade County Office
6861 SW 196 th Avenue, Ste. 302 Pembroke Pines, Florida 33332 T: 954 680-7771 / F: 954 680-7781	12788 Forest Hill Boulevard, Ste. 2003B Wellington, Florida 33414 T: 561 333-7000 / F: 561 333-7001	7850 NW 146 th Street, Ste. 504 Miami Lakes, Florida 33016 T: 305 558-3777 / F: 305 558-8909
Professional Staff: 13 Engineering Support Staff: 6 Administrative Staff: 4 CEI Inspectors: 5 Total Employees: 34	Professional Staff: 1 Engineering Support Staff: 1 CEI Inspectors: 1 Total Employees: 3	Professional Staff: 1 CEI Inspectors: 2 Total Employees: 3

OFFICERS/PRINCIPALS: Robert J. Behar, PE – President/CEO/Treasurer; Juan H. Vazquez, PE – Executive Vice President; Paola Riveros, PE – Vice President; Dereth Behar – Corporate Secretary.

PRIMARY POINT OF CONTACT: Nestor Santana, PE, Senior Project Engineer, 954-680-7771 ext. 224, nsantana@rjbehar.com

CATEGORY TO PROVIDE: Construction Engineering Inspection, FDOT 10.1.

RJ BEHAR SUPERVISORY STAFF AND KEY PARTICIPANTS:

NESTOR SANTANA, PE, SENIOR PROJECT ENGINEER (PEMBROKE PINES) 28 years of experience as a Senior Project Engineer.

STACY SOOKDEW-SING, PROJECT ADMINISTRATOR/SENIOR RESIDENT COMPLIANCE SPECIALIST, (PEMBROKE PINES) 19 years of experience, previous history working with the City of Hollywood.

ZUGEIL VELEZ, RESIDENT COMPLIANCE SPECIALIST, (PEMBROKE PINES) 6 years of experience. She has previously worked for the City of Hollywood on the Colbert Elementary School CEI LAP Project.

LOGAN FASANELLA, SENIOR INSPECTOR, (PEMBROKE PINES) 11 years of experience on numerous LAP projects.

ORGANIZATIONAL PROFILE AND PROJECT TEAM QUALIFICATIONS:

RJ Behar will commit highly competent and experienced professionals to this contract. They will have the necessary resources and be held accountable for their results.

1. Mr. Robert Behar, PE will serve as Principal-in-Charge. He will be responsible for the overall successful completion, in terms of quality, timeliness, and budget. He has been performing infrastructure design/construction projects for

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

- over 45 years.
2. Mr. Nestor Santana, PE will serve as the Senior Project Engineer. He will be responsible for all construction management, overseeing inspection tasks, and assisting with final closeout.
3. Stacy Sookdew-Sing will assist with ensuring reimbursement from the LAP Funds as well as perform as the Project Administrator.
4. Zugeil Velez will serve as the Resident Compliance Specialist and ensure all documentation meets FDOT requirements.
5. Logan Fasanella will serve as the Senior Inspector on this project.

Please refer to Tab D of the proposal for the organization chart and resumes.

KEY ELEMENTS OF SCOPE OF WORK: The City of Hollywood is seeking qualified and experienced firms to provide construction engineering inspection on the following duties: **RJ Behar** will be responsible for providing the following tasks, including but not limited to: All construction engineering and inspection functions, to include: utilizing effective control procedures that will assure construction of the project is performed in reasonable conformity with the plans, specifications and contract provisions; Verify the correct wage table is in the contract and posted on the jobsite Bulletin Board; Conduct monthly reviews of the Job-site Bulletin Board; Attend progress meetings, prepare meeting agenda and meeting notes; Attend all compliance audits, meetings and trainings as requested by the FDOT District Four Compliance Manager; Submit the Monthly LAP Compliance Checklist on the first of every month, as required by the Oversight Compliance Specialist assigned to this project; Conduct and review Employee EEO labor interviews with Contractor's employees, as per FDOT LAP requirements for contractors to ensure that all DBE and EEO/AA subcontractors are paid timely and payments are verified; Maintain project documents and ensure files are up to date and current and are in accordance with the Federal requirements and final submittals; Verify the goals of the anticipated DBE statements are met per the established Federal and State regulations; Conduct commercially useful functions for all DBE subcontractors; Ensure all DBE subcontractors are paid timely and verify payments; Review and maintain subcontracts in the compliance files as required; RJ Behar will provide the City of Hollywood with CEI services, and material sampling services as set forth in the LAP Manual and the Federal Highway Administration Contract Administration Core Curriculum Manual (FHWA CACCM), all plans, specifications, reports, studies, and documentation, will adhere to Florida Greenbook Standards, LAP Specifications, City of Hollywood materials testing requirements and any other applicable manual, guideline, or standard. In the event of conflict, the LAP Specifications shall take precedence; RJ Behar is extremely familiar with FDOT's requirements for projects with LAP funding, having completed over 100 LAP projects, as demonstrated in our project experience; RJ Behar will be responsible for coordinating the preconstruction conference as soon as the contract is awarded, notifying the contractor and all other project stakeholders; RJ Behar is aware that all CEI services shall be completed within 400 Calendar Days from the Notice to Proceed.

RJ Behar has assembled a team who can provide all the required specializations needed to provide construction engineering inspection services for this contract. Mr. Robert Behar, president, is a voting member of the Florida Greenbook Committee. He was an original member and helped develop the American Society of Civil Engineers (ASCE) publication "Context Sensitive Highway Design Principles" and he is currently a member of the Subcommittee for the development of the Complete Streets Chapter in the Florida Greenbook. Our goals for these types of contracts are the following: *Respond quickly to requests for information (RFIs), Work as an extension of the City's Staff with a service-oriented approach, Provide sufficient staff to be able to adhere to the schedule required by the City, Adhere strictly to the budget; and Conduct in-house quality control reviews of all deliverables to eliminate potential construction claims or delays.* Please refer to Tab E for a detailed description of our approach to the scope of work.

This proposal is made without collusion with any other person(s), company or parties submitting a proposal; is in all respects fair and in good faith, without collusion or fraud; and the signer of the proposal has full authority to bind the principal proposer.

Our Company's Principals combined have been providing engineering services to the public and private sector for more than 80 years and look forward to working for the City of Hollywood on this Contract.



TAB C.

FIRM QUALIFICATIONS AND EXPERIENCE

Firm Qualifications and Experience

Project Experience

Professional Licenses



TAB C. FIRM QUALIFICATION & EXPERIENCE

Driven by the understanding that there are better ways to do things and the desire to have the autonomy to do them, **RJ Behar's** Principals decided to start this new venture that is now over 24 years old. **RJ Behar** was established in 1999 and is now an award-winning consulting firm, with a very wide range of expertise and qualifications. Our mission was directed to understand our client's needs, apply the necessary resources to accomplish those needs, while building and maintaining long-term professional relationships with our clients. Since repeat business is the key to our success, as such we recognize the need to satisfy our clients.

RJ Behar is a minority owned S-Corporation firm registered in the State of Florida, currently certified as a Minority Business Enterprise (MBE), Small Business Enterprise (SBE) and a Disadvantaged Business Enterprise (DBE) with the State of Florida, Florida Department of Transportation (FDOT), County Governments, and the South Florida Water Management District (SFWMD). **RJ Behar** is prequalified by FDOT in Category 10.1. Please refer to our Executive Summary in Tab B for our address, website, and staff breakdown.

RELEVANT EXPERIENCE

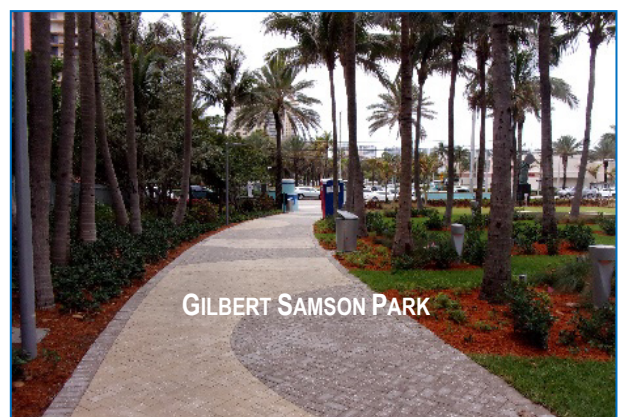
RJ Behar has provided services on a general construction management and engineering contracts with the FDOT, SFWMD, and numerous municipalities for over 21 years. We offer a full range of construction engineering services, which includes providing CEI for on-call site engineering services for land development and municipal projects. Our construction management team includes licensed threshold inspectors.

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

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

RJ Behar has provided construction inspection services under continuous basis contracts to the Cities of Fort Lauderdale, Lauderdale Lakes, Coral Springs, Hialeah, Palm Beach County, and the SFWMD. The projects have included:

- ❖ *SE 15th Avenue Bridge Replacement, City of Fort Lauderdale*
- ❖ *NE 33rd Avenue Neighborhood Improvements, City of Fort Lauderdale*
- ❖ *C-4 Canal Restoration, SFWMD*
- ❖ *C-100 and C-2 Bank Restoration, SFWMD*
- ❖ *S20F Wing Wall Repairs, SFWMD*
- ❖ *Deering Estates Flow-Way, Palmetto Bay, SFWMD*
- ❖ *Inspection of the S-310 Lock Structure Rehabilitation, SFWMD*
- ❖ *Citywide Resurfacing Inspection, City of Coral Springs*
- ❖ *NW 43rd Avenue/City Hall Parking Lot, City of Lauderdale Lakes*
- ❖ *NW 44th Street Improvements, City of Lauderdale Lakes*
- ❖ *NW 97th Avenue Construction Management, City of Hialeah*



Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

PARKS

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

AIRPORTS

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



Fort Lauderdale/Hollywood International Airport Pedestrian Bridge

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



PUMP STATIONS

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

- *UAZ Zone 303, Broward County Water & Wastewater*
- *S 332 Pump Station Hardening, SFWMD*
- *PS 200, City of Hialeah*
- *S-13 Pump Station Rehab, SFWMD*

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



R.J. Behar

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

ROADWAY CONSTRUCTION

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

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

During the last 18 years, **RJ Behar** has successfully completed **103 federally funded projects** administrated by the Federal Highway Administration (FHWA); Broward County Office of Economic Small Business Development (OESBD); Broward County Aviation Division (BCAD) with Federal Aviation Administration (FAA) and Federal Transportation Administration (FTA) funds; FDOT Local Agency Program (LAP) and/or American Recovery and Reinvestment Act (ARRA) funded projects. These projects have incorporated specific parameters such as Davis-Bacon & Copeland Anti-kickbacks Act, Buy America, Monthly DBE Utilization Reports, EEOC Compliance, On-the-job Training Requirements, Certified Payrolls, etc. Our proposed team members are all certified under the FDOT Construction Training Qualification Program (CTQP) and are familiar with all the required contract provisions for Federal-Aid construction contracts, including all monitoring and reporting requirements, contract, and project billing documentation, and facilitating timely reimbursements. The **RJ Behar Team** selected for this contract possesses the experience required to bring this project to successful completion. Some of our LAP projects are listed below:

- SR-714/Okeechobee Boulevard, Construction Engineering Inspection – Palm Beach County
- SR-820/Pines Boulevard & I-75 Interchange, Construction Engineering Inspection – FDOT District 4
- US-1/Federal Highway Beautification, Construction Engineering Inspection – City of Delray Beach
- East Miramar Parkway Compliance Services, Resident Compliance Specialist - City of Miramar
- Arch Creek Bridge Replacement, Construction Engineering Inspection – City of North Miami
- SE 15th Avenue Bridge Replacements, Construction Engineering Inspection – City of Ft. Lauderdale
- Oversight Compliance Broward County Operations, Resident Compliance Specialist – FDOT D4
- Construction Management Oversight, The Islands, Construction Management – City of Lauderdale Lakes
- SR-7/US-441 & NW 11th Place, Design – City of Lauderhill

BUILDING SERVICES

For the City of Lauderdale Lakes, **RJ Behar** provided the owner representative services for the Library and Community Center. The services included coordination with the design consultants, the construction contractor, county agencies, city building department and the area developer to



R.J.Behar Pine Island Road between SR 84 & Nova Drive
Broward County Project #5399



Lauderdale Lakes Library and
Community Center

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

secure all required permits; review and approval of payment applications; maintaining and accurately monitoring correspondence, submittals, RFI's, subcontractor bids, Notices to Owner, etc.

For over 22 years, **RJ Behar** has provided engineering consultant services to the City of Hialeah. The experience has included construction management services on the projects listed below:

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



For Broward County Aviation Department, **RJ Behar** provided Construction Management Services on structures and projects designed both for meeting Florida Building Code and Broward County Minimum Standards. The experience has included construction management services on the following projects:

- ❖ *Fort Lauderdale Hollywood (FLL) Airport Soffit Replacement and Terminal 4 curbside Canopies*
- ❖ *FLL Airport Flexible Canopy Replacement*
- ❖ *FLL Airport Navigational Aids Infrastructure Federal Compliance*
- ❖ *FLL Airport Terminal 2, 3 and 4 Pedestrian Bridges Phases 1 and 2.*



STRUCTURAL, ELECTRICAL & MECHANICAL INSPECTION SERVICES

RJ Behar performed structural inspections for over 123 SFWMD water control structures over a three-year period. In the third year, we were the Prime Consultant and self-performed structural, mechanical, electrical, and civil inspections. We performed inspections of bridges, pump stations, boat locks, spillways, weirs, culverts. We have completed structural engineering assignments under general engineering services contracts for the SFWMD. **RJ Behar** has provided project management, civil, electrical, mechanical, and structural engineering inspection services for 31 culverts, 13 pump stations, 13 spillways and 2 weirs. The inspection reports also included estimates of costs for the repairs. We have designed and inspected numerous water control structures for the SFWMD including pump stations, automated gates, levees, and canals.

- ❖ *SR-5 and SR811 Pedestrian Bridge Replacement, FDOT*
- ❖ *Stormwater Implementation NW 29th, City of Doral*
- ❖ *S-151 Structure Replacement, SFWMD*
- ❖ *C-44 Reservoir and STA project, SFWMD*
- ❖ *Tobie Wilson Seawall, Town of Medley*



GRANT MANAGEMENT SERVICES

RJ Behar has helped several municipalities with the acquisition of grant funding, managing the grants and all the documentation, certifying the municipality to obtain FDOT Local Agency Program (LAP) certification as well as designing projects funded by grant money. Our Team is fully aware of the importance of submitting the required documentation to meet the schedule guidelines and ensure grant compliance is upheld. A grant proposal must also be written in such a way as to convince potential funders of the value and impact of the proposed project. It should meet the goals/requirements of the type of grant. For example, a Florida Department of Environmental Protection Water Quality Grant application must demonstrate that the project will improve the quality of the waters that are not attaining nutrient standards, have an established TMDL or are located with a basin management plan. The grant application needs to clearly establish the need for the project, the project description, the estimated costs, schedules, and provide all the documentation required by the granting agency. Grant programs have different closing dates, so it is important to review the closing date posted for each grant program. It is also wise to apply to all grant programs for which the project may be eligible.

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

During implementation, our Team can also review the contract documents to ensure that all necessary processes, language, and documentation are contained within the documentation.

Some recent completed grant funded projects include:

- *Lyons Park Neighborhood Construction Inspection, City of Pompano Beach*
- *Hook Square Pump House Replacement, City of Miami Springs*
- *43 Year CDBG Improvements Design Services, City of Hallandale Beach*
- *45 Year CDBG, NW 7th Avenue and 3rd Court Drainage, City of Hallandale Beach*
- *SW 25th Street Complete Streetscape Improvements, City of West Park*
- *48 Year CDBG Improvements, NW 9th Street between NW 2nd Avenue and N. Dixie Highway, City of Hallandale Beach*



Our recent experience with Broward County Mobility Advancement Program (MAP) includes:

- *Pine Island Road from Griffin Road to Nova Drive, Broward County*
- *Citywide Mast Arm Traffic Signals (Surtax Project #OAKL-023), City of Oakland Park*
- *SW 21st Street Complete Street Improvement from SR 7 to SW 40th Avenue, City of West Park*
- *Stirling Road Improvements from Flamingo Road to Palm Avenue, City of Cooper City*

The experience **RJ Behar** has gained on previous projects, as shown above, demonstrates our ability to satisfy all minimum qualifications and scope of service requirements for this contract.

CITY MEETINGS/PUBLIC PRESENTATIONS

In many of our projects, we interact with the public. We make ourselves available to meet in the public's best schedule hours and at their preferred locations. We have performed public information programs for the FDOT on our highway projects. We can prepare materials for presentations including digital presentations, boards, handouts, etc. and have scheduled public meetings, workshops, and meetings with officials, politicians, and the general public. In our previous projects, we have worked with staff members from different departments, service centers, constructions, operations, etc. and have successfully completed tasks in close coordination with staff.



We have prepared Community Awareness Plans and Public Involvement Plans for sensitive projects. These plans identify the project stakeholders, community representatives, and City, County, and local officials. The plan also identifies the need for meetings, whether individually, in groups, or public meetings/workshops and the action plan. These meetings then should be included as part of the project schedule.

TIME AND BUDGET

For cost control and budget management, **RJ Behar** utilizes a job cost accounting program that tracks all project charges as they come. The name of the program is Deltek, customized specifically for Architectural/Engineering firms. This format is then translated into our accounting system and reflected in our progress reports supplied to our clients and summarized in the project tracking spreadsheet, which is then reviewed with the City's Staff monthly. We will be able to closely track the financial status of the contract at any point in time and notify the City when the work is nearing completion and when the assignment funds or time is expiring. While **RJ Behar's** CEI Team promotes strict compliance with contract documents, every effort will be made throughout the construction to provide input on value engineering to reduce time, cost, and valuable resources.

Cost Tracking & Reporting

- | | |
|--------------------------|-------------------------|
| ▪ Original Budget | ▪ Total Forecast |
| ▪ Approved Scope Changes | ▪ Variances |
| ▪ Budget Transfers | ▪ Contingency |
| ▪ Current Budget | ▪ Earned Value To-Date |
| ▪ Commitments | ▪ Expended To-Date |
| ▪ Authorized Expenditure | ▪ Cash Flow Projections |
| ▪ Extra Work Allowance | |
| ▪ Forecast to complete | |



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



R.J.Behar

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

MINIMIZING CHANGE ORDERS

RJ Behar proactively makes every effort to review the plans and field conditions to identify any potential issues that can become a potential claim. We communicate with the Engineer of Record these potential issues to address them before they become claims. **RJ Behar** is adept at managing and implementing contract change in keeping with the provisions defining the steps and procedures required by the City to approve and implement the proposal. **RJ Behar** will strictly adhere to the process, from contract change request (issued by either party) through to claim, if necessary. **RJ Behar's** pro-active management and reporting style will assist the City to implement only the changes it requests or reduces the cost, construction impacts, or delays.

RJ Behar will manage the process for swift and low impact implementation. If properly managed, change can provide a good opportunity to alter or improve a project. **RJ Behar** strictly adheres to the rigorous requirements of the change control procedures spelled out in the contract. We can keep track as well as report contract change information in a format consistent with the City's financial and procurement policies, including:

- Request for Information (RFI),
- Request for Change (RFC),
- Change Notice (CN),
- Approved Change Orders,
- Record of Negotiation, and
- Design/Construction Change Implementation.

SUBCONSULTANTS

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

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

We are also enhancing our team with the services of **Zeman Consulting Group, LLC (ZCG)** who was envisioned by four Professional Land Surveyors that bring their vast survey experience into a client-focused arena of collaboration and problem-solving skills that deliver a superior product. They focus on the utilization of the latest in technology and trained staff who embrace the efficiency of these tools. They have experience on contracts with FDOT, SFWMMD and continue to provide services to a wide variety of public and private sector clients. Their capabilities and qualifications include the following:

Staffing:

- 16 Full-Time Staff with 4 Professional Surveyors and Mappers and 3 Survey Technicians
- 5-Field Crews (3-Survey Crews and 2 Subsurface Utility Engineering (SUE) Crews)
- 4 UAS Pilots

Qualifications Include:

- FDOT Prequalified SBE in Categories 8.1, 8.2, 8.3, and 8.4 including in-house mobile lidar capabilities.
- Palm Beach County SBE Qualified in Land Surveying, Engineering Surveying and Remote Sensing
- SFWMMD Certified SBE prequalified in Survey & Mapping, Subsurface Utility Engineering (SUE), 3D Laser Scanning.



COLBERT ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL CITY OF HOLLYWOOD, FLORIDA

Tab C. Project Experience

CLIENT:

City of Hollywood
Mr. Frank Leon, PE
Project Manager
City of Hollywood

RJ BEHAR'S ROLE:

Project Administrator, Contract Support, and Senior Resident Compliance Specialist

PROJECT START: 4/30/2019

PROJECT COMPLETE: 2/28/2021

COST/FEES PAID: \$34,944.80

CONSTRUCTION COST: \$674,827

FDOT NO.: 436921-1-58

PROJECT #: EN 16-030

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

Nestor Santana, PE
Senior Project Engineer

Zugeil Velez
Resident Compliance Specialist

R.J. Behar & Company, Inc. (RJ Behar) provided a Project Administration, a Contract Support Specialist, and a Resident Compliance Specialist to the City of Hollywood for the installation of new 5 foot-wide sidewalks in the areas around **Colbert Elementary School**. This was a federally funded Local Agency Program (LAP) Project.

RJ Behar's Resident Compliance Specialist assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they applied to this project, including the provisions of the U.S. Department of Transportation, the Federal Highway Administration, and the U.S. Department of Labor.

Services included:

- Verifying wage rates
- Running progress meetings
- Attending compliance audits, meetings, and training
- Submitting monthly compliance checklists to FDOT
- Conducting EEO labor reviews
- Maintaining project documentation
- Verifying DBE goals
- Verifying all compliance documentation





SE 15TH AVENUE BRIDGE REPLACEMENT FORT LAUDERDALE, FLORIDA

CLIENT:

City of Fort Lauderdale
Public Works Department

Mr. Dane Esdelle
Project Manager
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301
Tel: (954) 828-6885
Fax: (954) 828-5074
Email: DEsdelle@fortlauderdale.gov

RJ BEHAR'S ROLE:

Construction Engineering and
Inspection Services

Subconsultants:

Keith & Associates, Inc.
(Surveying)
Tierra South Florida, Inc.
(Geotechnical)
Eisman & Russo
(CEI Services Support)

PROJECT STARTED: 9/5/2012

PROJECT COMPLETED: 10/17/2013

COST/FEES PAID: \$534,190.00

CONSTRUCTION COST:

\$3,814,743.00

CITY PROJECT NO.: P-10737

CITY CONTRACT NO.: AQ-813

FM NO.: 230734-1-58-01

F.A.P. NO.: 0084-034-B

PROJECT LENGTH: 0.2 miles

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

David Romano, PE
Project Manager

Rafael Urdaneta, CCM
Project Administrator/CSS

Stacy Sookdew-Sing
RCS/Public Information Officer

Michael Owensby
Senior Roadway/Bridge Inspector

Dalton Polanco, EI
Senior Roadway/Inspector

Perry Taborn
Inspector

This was a **Local Agency Program (LAP)**, federally-funded, construction project between the City of Fort Lauderdale and the Florida Department of Transportation, District 4. The project scope included the complete replacement of the SE 15th Avenue Bridges that cross over the Marchetta River Bridge (Bridge No. 865766) and Carlotta River Bridge (Bridge No. 865767) in Fort Lauderdale, Florida.

The Marchetta River Bridge is a concrete Tee-Beam bridge that provides access along SE 15th Avenue between SE 12th Court and SE 13th Street finger islands in the Lauderdale Harbors waterfront residential community. Similarly, the Carlotta River Bridge provides access on SE 15th Avenue between SE 13th Street and SE 14th Street.

The proposed improvements included full bridge demolition and replacement, including a class 5 concrete finish coating on all exposed concrete surfaces, new traffic railing barrier with aluminum pedestrian-bicycle railings along both sides, bridge deck grooving, minor roadway reconstruction, milling and resurfacing, pavement marking and signage, slope stabilization, new utility relocations, lighting, and landscaping modifications.

R.J. Behar & Company, Inc. (RJ Behar) provided full construction engineering and inspection services including monitoring and review of all the federally required documentation.





US-1 / FEDERAL HIGHWAY BEAUTIFICATION PROJECT DELRAY BEACH, FLORIDA

CLIENT:

City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444

Timothy Tack, PE
Project Manager
Tel: (561) 790-0221

RJ BEHAR'S ROLE:

Construction Engineering and
Inspection Services

PROJECT STARTED: 2/25/2013
PROJECT COMPLETED: 2/28/2016
COST/FEES PAID: \$1,443,471.25
CHANGE ORDERS: 3=\$240,052.00
CONSTRUCTION COST:
\$12,486,967.77
FM NOS.: 420412-1-58-01 &
420412-2-58-01
FDOT LAP CONTRACT NO.: AQM-22
CITY PROJECT: 2009-009
PROJECT LENGTH: 2.4 miles

RJ BEHAR'S KEY PERSONNEL:

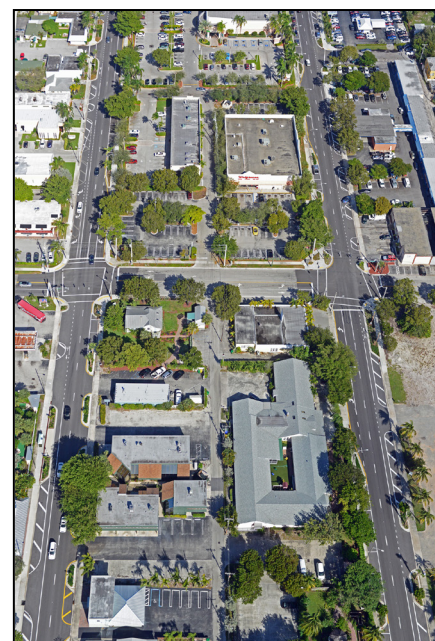
Robert J. Behar, PE
Principal in Charge
David Romano, PE
Project Manager
Rafael Urdaneta, CCM
Project Administrator
Stacy Sookdew-Sing
Resident Compliance Specialist
Michael Owensby
Senior Roadway Inspector
Dalton Polanco, EI
Senior Roadway/Inspector
Mauricio Pinzon
Contract Support Specialist/
Senior Inspector

This was a **Local Agency Program (LAP)** construction project between the City of Delray Beach and the Florida Department of Transportation, (FDOT), District 4. The project limits began approximately 1,600' south of SE 10th Street to about 1,300' north of George Bush Boulevard and total 2.4 miles in length. The scope of the work along US-1 comprised complete reconstruction in the areas between SE 2nd Street and NE 2nd Street, including widening for a street parking area, and the addition of a 4' bike lane, and a new left turn lane. Also, within the reconstruction areas, the project called for new sidewalks, curbs and gutters, decorative lighting, and sod placement. Construction also included water main upgrades. The water main improvements were done as a JPA with the City of Delray Beach for the construction of approximately 3,500 ft of 8-inch water main improvements including the connection fittings, abandoning existing lines, valves, air release, bends, and fire hydrants.

The remainder of the US-1 project consisted of milling and resurfacing, including some overbuild areas, pavement markings, drainage modifications, construction of bulb-outs in the radius returns of the side streets, sidewalks, curbs, and gutters (Type F and Type D).

Landscaping and irrigation were located in the "Bump-Outs" within the milling and resurfacing portion of the project, and in the reconstruction area between SE 2nd Street and NE 2nd Street.

R.J. Behar & Company, Inc. (RJ Behar) was responsible for construction management, preparing daily inspection reports, ensuring the contractor followed the maintenance of traffic plans, attending all progress meetings, inspecting all construction performed on this project; responsible for the progress and final estimates, processing contract changes, EEO compliance, and finalizing all paper work for the project.





W. 28TH AVENUE SIDEWALK/GUARDRAIL IMPROVEMENTS CITY OF HIALEAH, FLORIDA

CLIENT:

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

RJ BEHAR'S ROLE: Construction Engineering Inspection services

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

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

Nestor Santana, PE
Senior Project Engineer

Zugeil Velez
Resident Compliance Specialist

Alejandro Medina
Senior Inspector

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

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

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





GULFSTREAM ELEMENTARY COMPLETE STREETS PROJECT TOWN OF CUTLER BAY, FLORIDA

CLIENT:

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

Mr. Alfredo Quintero, EI, CFM,
CGC, CCC, ISA CA
Public Works Director
Tel: (305) 234-4262
Fax: (305) 234-4251
Mobile: (305) 878-8601
E-mail: aquintero@cutlerbay-fl.gov

RJ BEHAR'S ROLE: Construction
Engineering Inspection Services

PROJECT STARTED: 4/18/2019
PROJECT COMPLETED: 2/29/2020
COST/FEES PAID: \$63,734.00
CONSTRUCTION COST:
\$397,615.87
FPN #: 441644-1-58-01
FEDERAL NO (FAIN): D618-083-B
CONTRACT #: G1672
ITB #: 19-03
PROJECT LENGTH: 0.6 miles

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

David G. Romano, PE
Senior Project Engineer

Michael Owensby
Senior Inspector

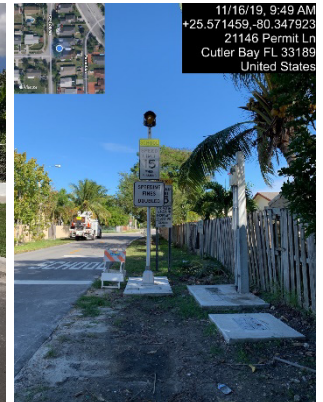
George Guerrero
Roadway Inspector

Zugeil Velez
Resident Compliance Specialist

The Town of Cutler Bay contracted *R.J. Behar & Company, Inc. (RJ Behar)* to provide construction engineering construction services for the Gulfstream Elementary Complete Streets Project, which was a Local Agency Program (LAP) Project. This project was a Florida Department of Transportation (FDOT), District 6 project in conjunction with the Town.

As part of the CEI inspection duties, *RJ Behar* performed daily inspections, produced weekly reports, monitored contractor pay items, held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, and MOT devices, documenting field changes from utility conflicts; carried out the stormwater pollution prevention plan site reviews per NPDES requirements, conducted the material sample reviews and approval, reviewed the Contractor & Subcontractor's payrolls, uploaded project documents in FDOT Lap-It, Full Contract Compliance Required, Meeting Federal Aid EEO/DBE/Wages Construction Contract Compliance Requirements and performed final closeout.

The project limits on Gulfstream Road were from Caribbean Boulevard to SW 211th Street. The project consisted of repairing the existing damaged concrete sidewalks, milling and resurfacing of existing asphalt, ADA ramp repairs/replaced with detectable warning surfaces, select curb and gutter installation to control rutting, pavement marking and signing, high emphasis crosswalks at select intersections, bicycle sharrows, and installation of one flashing sign beacon.





MIRAMAR PARKWAY STREETSCAPE
SW 68TH AVENUE TO SW 64TH AVENUE CEI SERVICES
MIRAMAR, FLORIDA

CLIENT:

*The City of Miramar
2200 Civic Center Place
Miramar, FL 33025*

*Alexander Shershevsky
Project Manager - Retired*

RJ BEHAR'S ROLE:

CEI Services

PROJECT STARTED: 02/2019

PROJECT COMPLETED: 4/2020

COST/FEES PAID: \$130,000.00

CONSTRUCTION COST:

\$1,529,154.87

RJ BEHAR'S KEY PERSONNEL:

*Robert J. Behar, PE
Principal in Charge*

*Nestor Santana, PE
Senior Project Engineer*

*Mary Cardenas
Senior Inspector*

*Zugeil Velez
Resident Compliance Specialist*

R.J. Behar & Company, Inc. (RJ Behar) was hired to perform CEI services for this Local Agency Program (LAP) project. The limits of the project are from SW 68th Avenue to SW 64th Avenue, with a project length of approximately 0.58 miles. The project area is primarily urbanized residential with some commercial and shopping plazas. As part of the project scope, Miramar Parkway is being widened to accommodate new 4-foot wide bicycle lanes on both sides of the corridor, along with new sidewalks, curb & gutter, double-faced guardrail with end treatments along the curve between Sta. 788+00 and Sta. 791+50, stamped concrete along the median, milling & resurfacing, minor drainage modifications, new roadway lighting, new concrete bus stops with new pads, roadway signing and pavement markings, landscaping, and irrigation.

The services included:

- *Reviewing the contractors work to ensure compliance with contract documents.*
- *Verifying wage rates*
- *Attending progress meetings*
- *Attending compliance audits, meetings and training*
- *Submitting monthly compliance checklists to FDOT*
- *Conducting EEO labor reviews*
- *Maintaining project documentation*
- *Verifying DBE goals*
- *Verifying all compliance documentation*





SRTS MIAMI LAKES ELEMENTARY SCHOOL PROJECT/LAP TOWN OF MIAMI LAKES, FLORIDA

CLIENT:

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Mr. Omar Santos Baez
Public Works Engineer
Tel: (305)364-6100 ext. 1182
Email: santoso@miamilakes-fl.gov

RJ BEHAR'S ROLE:

Construction Engineering Inspection
(CEI) Services

PROJECT STARTED: 4/18/2019
PROJECT COMPLETED: 2/10/2022
COST/FEES PAID: \$71,056.40
CONSTRUCTION COST: \$710,100
FDOT FM #: 425857-2-58-01

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

Nestor Santana, PE
Senior Project Engineer

Mary Cardenas
Senior Inspector

Zugeil Velez
Resident Compliance Specialist

R.J. Behar & Company, Inc. (RJ Behar) provided Construction Engineering Inspection (CEI) services, on a part-time basis as requested by the Town, for contract administration, inspection, and materials sampling and testing for the Safe Routes to Schools Infrastructure Improvements Project.

This project received Federal Highway Administration Funding via the Florida Department of Transportation (FDOT) Local Agency Program (LAP). This project was designated as an "Off the State Highway (Off-System) LAP Project.

RJ Behar performed the necessary services to coordinate the activities of all parties involved in completing the project, which included maintaining complete and accurate records of the project; documenting all significant project changes; assisting the Town with interpreting plans, specifications, and construction contract provisions; making recommendations to the Town to resolve disputes; and coordinating with FDOT for LAP requirement compliance.

The Resident Compliance Specialist's duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, and review and file certified payrolls. RJ Behar performed daily inspections, produced weekly reports, monitored the contractor's pay items, attended progress meetings, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, and conducted the material sample reviews.





NW 60TH AVE BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT TOWN OF MIAMI LAKES, FLORIDA

CLIENT:

Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, FL 33014

Ms. Carmen Olazabal, PE
Tel: 305-364-6100 Ext. 1133
Email: olazabalc@miamilakes-fl.gov

RJ BEHAR'S ROLE:

Part Time Construction Engineering
and Inspection (CEI)

PROJECT STARTED: 8/19/19
PROJECT COMPLETED: 7/31/20
COST/FEES PAID: \$72,850
CONSTRUCTION COST:
\$1,059,176
FDOT FM#: 435509-1-58-01
FEDERAL ID (FAIN) #:
D618-080-B
TOWN OF MIAMI LAKES ITB No.:
2016-06
CONTRACT #: G1505

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

Nestor Santana, PE
Project Engineer

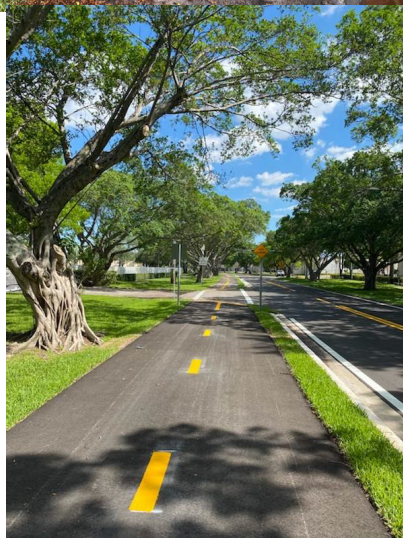
Mike Owensby
Senior Inspector

Zugeil Velez
Resident Compliance Specialist

This was a grant-funded project administered in coordination with the Florida Department of Transportation (FDOT) District 6 Local Agency Program, consisting of construction of the shared use path, roadway milling and resurfacing, and installation of roadway signage and pavement markings.

The work included, but was not limited to, the realignment of NW 60th Avenue from north of NW 138th Street to 150 ft. south of Miami Lakes Drive/NW 154th Street to accommodate new curb and gutter and a 10-foot wide shared-use path along the west side of the corridor, milling, resurfacing and overbuilding of the roadway, and the installation of new upgraded signing and pavement markings as required in the project plans. Porous flexible pavement was proposed at specific locations on the shared-use path to minimize tree removal. Swales, mostly behind the shared-use path, were provided to accommodate the runoff.

RJ Behar was responsible for documenting, reviewing, and inspecting daily construction activities as well as conducting meetings with the contractor, informing the public about construction progress; and monitoring the Contractor's work. RJ Behar maintained records of the project, documented any changes, assisted the Town with plan interpretations, specifications, and contract provisions, made recommendations to the Town to resolve disputes and coordinated with FDOT for LAP requirement compliance.





NW 35TH AVENUE GREENWAY ENHANCEMENT CITY OF LAUDERHILL, FLORIDA

CLIENT:

City of Lauderdale
Ms. Tamica Dennis
Administrative Operations Manager
5581 W. Oakland Park Boulevard
Lauderhill, Florida 33313
Tel: (954) 730-4224
Fax: (954) 730-8082
Email: tdennis@lauderdale-fl.gov

RJ BEHAR'S ROLE:

Construction Engineering Inspection
Services

PROJECT STARTED: 11/2016
PROJECT COMPLETED: 8/2018
COST/FEES PAID: \$106,989.00
CONSTRUCTION COST:
\$599,982.00
PROJECT LENGTH: .569 miles
FINANCIAL PROJECT ID NO.:
431710-1-58-01

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

David Romano, PE
Project Manager

Stacy Sookdew- Sing
Project Administrator/Contract
Support/Field Inspector

Michelle Leon
Inspector

The intent of this project was for the conversion of a jogging path to a Greenway from NW 35th Avenue from North Broward Boulevard to NW 5th Place within the City of Lauderdale.

This is a FDOT Local Agency Program (LAP) Project. The proposed Greenway Enhancement project included decorative elements to the existing asphalt jogging path/trail on the east side of the corridor, along three sections of NW 35th Avenue. As part of the community enhancement features project, there were pedestrian and bicycle improvements, decorative lighting, ADA compliant sidewalks and curb ramps, landscaping, irrigation, roadway signage, pavement markings, including bicycle lane striping, and street furniture. These project attributes are promoting multimodal transportation for the businesses and residences in the area as well as the students and faculty.

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





NW 50TH STREET BICYCLE/PEDESTRIAN TRAIL CITY OF DORAL, FLORIDA

CLIENT:

City of Doral
8401 NW 53rd Terrace, 2nd Floor
Doral, Florida 33166

Mr. Jorge A. Gomez, PE
Chief of Engineering
Tel: (305)593-6740 Ext. 6017
Fax: (305)593-6617
E-mail: Jorge.Gomez@CityofDoral.com

RJ BEHAR'S ROLE:

Construction Engineering Inspection

PROJECT STARTED: 9/11/2014
PROJECT COMPLETED: 9/11/2015
COST/FEES PAID: \$39,994.00
CONSTR. COST: \$532,440.94

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

Javier Rodriguez, PE
Project Manager

Yulet Miguel, PE
Project Engineer

Stacy Sookdew Sing
Project Administrator,
Contractor Support Specialist,
Inspector

The scope of work consisted of inspecting the construction of 0.5 miles of a 10' divided asphalt path along the south side of NW 50th Street from NW 112th Avenue to NW 107th Avenue as part of the City of Doral's Bikeway Network Plan. This tied into a recently constructed path west of NW 112th Avenue and created a pedestrian and bicycle friendly connection from NW 107th Avenue to Trails & Tails Park. This was a federally funded project.

The scope of services included inspection of the a newly formed asphalt bike path, new curb and gutter, American Disabilities Act (ADA) curb ramps, signing, and pavement markings, and the installation of modern solar pedestrian lighting. As part of the inspection duties, RJ Behar & Company, Inc. (RJ Behar) performed daily inspections, produced weekly reports, monitored contractor pay items, held progress meetings, prepared the agendas, processed payment applications, coordinated with the County on the closeout of the tree permit, coordinated with the contractor and subcontractors on behalf of the City for tree placement, monitored shop drawings and RFIs, and performed final closeout.





SW 212TH STREET DRAINAGE LAP PROJECT CUTLER BAY, FLORIDA

CLIENT:

Town of Cutler Bay
10720 Caribbean Blvd, Suite 105
Town of Cutler Bay, Florida 33189

Mr. Alfredo Quintero
Public Works Director
Tel: (305) 234-4262
Fax: (305) 234-4251
E-mail: aquintero@cutlerbay-fl.gov

RJ BEHAR'S ROLE:

Construction Engineering Inspection

PROJECT STARTED: 4/27/2015

PROJECT COMPLETED:

12/10/2015

COST/FEES PAID: \$70,514.80

CONSTR. COST: \$727,590.87

CHANGE ORDERS: 3 due to
conditions and additional work

TIME EXTENSIONS: 1 due to
weather days

PROJECT LENGTH: 0.34 miles

PROJECT NO.: 436608-1-58-01

LAP

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

David Romano, PE
Senior Project Engineer

Michael Owensby
Project Administrator/
Senior Inspector

Stacy Sookdew Sing
Assistant Project Administrator/
Resident Compliance Specialist

Humberto Soterias
Senior Inspector

Logan Fasanella
Inspector Aide

The project consisted of roadway and drainage improvements at the Cutler Bay Academy of the Advanced Studies, Centennial Campus, located along SW 212th Street. The scope elements included installation of several new storm drainage structures, 15-inch HDPE storm drain pipes, 18-inch HDPE exfiltration trench, outfall pipe with headwall, and a manatee canal gate. Additionally, the work included milling and resurfacing, new curb and gutters, ADA compliant curb ramps, signing, and pavement markings, replacement of damaged sidewalk flags, and the installation of a solar-powered pedestrian beacon (rapid-flashing).

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





BIKE/PEDESTRIAN FACILITIES IMPROVEMENTS PROJECT – LAP TOWN OF CUTLER BAY, FLORIDA

CLIENT:

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

Mr. Alfredo Quintero, EI, CFM,
CGC, CCC, ISA CA
Public Works Director
Tel: (305) 234-4262
Fax: (305) 234-4251
Mobile: (305) 878-8601
E-mail: aquintero@cutlerbay-fl.gov

RJ BEHAR'S ROLE:

Construction Engineering Inspection

PROJECT STARTED: 12/03/2019
PROJECT COMPLETED: 3/31/2021
COST/FEES PAID: \$65,942.00
CONSTRUCTION COST:
\$381,488.97
FM: 438669-1-58-01
FAP: D619-049-B
FDOT CONTRACT: G1G13
TOWN: ITB-19-12

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

Nestor Santana, PE
Senior Project Engineer

Zugeil Velez
Resident Compliance Specialist

Mary Cardenas
Senior Inspector

Michael Owensby
Senior Inspector

*R.J. Behar & Company, Inc. (RJ Behar) was contracted by the Town of Cutler Bay to perform construction engineering inspection services for this **Local Agency Program (LAP) Project**. This project was a Florida Department of Transportation (FDOT), District 6 project in conjunction with the Town.*

The overall goal of this project was to ensure that the most highly used roadways have sidewalks connecting residents to parks, schools and other generators of potential pedestrian and bicycle traffic. The project strived to improve public safety, enhance pedestrian mobility, and provide a healthier community by:

- Upgrading pedestrian facilities (crosswalks, bus stops, sidewalks),
- Installing ADA Accessible crosswalks,
- Removing obstacles in the Right-of-Way,
- Filling in sidewalk sections that are incomplete; and Installing High Visibility Crosswalks, and
- Adding Striping.

RJ Behar was responsible for overseeing that the Contractor followed the requirements of plans and specifications required by FDOT Standards, Town of Cutler Bay Building Specifications, and Miami-Dade County Specifications. RJ Behar was responsible for daily inspections, maintaining general correspondence, performed Traffic Control Plans (TCP); Project Documentation including: Tracking Logs for all RFIs, Shop Drawings, Action Items, Change Orders, Progress Meetings, carry out the Erosion Control and Stormwater Pollution Prevention Plan (SWPPP), conducted the material sample reviews and approval, review the Contractor's payroll, uploaded project documents in FDOT Lap-It, and performed final closeout.





DAVIE ROAD PHASE II - LOCAL AGENCY PROGRAM CONSTRUCTION ENGINEERING AND INSPECTION SERVICES TOWN OF DAVIE, FLORIDA

CLIENT:

Town of Davie
6591 Orange Drive
Davie, Florida 33314

Mr. Jonathan M. Vogt

Town Engineer

Tel: (954) 797-1082

Fax: (954) 797-1142

E-mail:

Jonathan_Vogt@davie-fl.gov

RJ BEHAR'S ROLE:

Construction Engineering and
Inspection (CEI) Services

PROJECT STARTED: 2/22/2017

PROJECT COMPLETED: 1/2019

COST/FEES PAID: \$297,438.25

CONSTRUCTION COST:

\$2,433,873.04

PROJECT LENGTH: 0.89 miles

PROJECT #: FM433456-1-58-01

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE

Principal in Charge

David Romano, PE

Project Manager/Senior Project
Engineer

Stacy Sookdew-Sing

Project Administrator/Contract
Support & Senior Resident
Compliance Specialist

Zugeil Velez

Assistant Resident Compliance
Specialist

Logan Fasanella

Inspector

The project corridor is within the South Florida Educational Center (SFEC) and consists of a conglomerate of educational institutions, including Broward College, Nova Southeastern University, Florida Atlantic University, University of Florida, and McFatter Technical Center. This was a Local Agency Program (LAP) Project.

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

The scope of the project included the construction of a new landscape median dividing the northbound and southbound traffic movements, demolition work; the addition of bicycle lanes, milling and resurfacing, overbuild, widening the existing sidewalks, drainage modifications and connections, new roadway lighting, a new bus shelter, signalization upgrades, which included new mast arms, video detection, pedestrian detectors, school zone flashers, overhead mounted sign panels, and internally illuminated guide signs, roadway signing and pavement markings.





CLIENT:

City of West Palm Beach
401 Clematis St, 5th Floor
West Palm Beach, Florida 33401

Valerio Oricchio, PE, PTOE
City Transportation Engineer
Engineering Services Department
Tel: 561-494-1092
Email: voricchio@wpb.org

RJ BEHAR'S ROLE:

Construction Management

PROJECT STARTED: 3/4/2022
PROJECT COMPLETED: 6/2023
COST/FEES PAID: \$17,400
CONSTRUCTION COST: \$613,898

RJ BEHAR'S KEY PERSONNEL:

Robert Behar, PE
Principal in Charge

Stacy Sookdew-Sing
Project Administrator



The City requested a Project Administrator to assist with the Florida Department of Transportation (FDOT) Local Agency Program (LAP) closeout documents, which included the preparation of various forms required by FDOT, which facilitated achieving full reimbursement for the project.

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

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





CLIENT:

City of Miami
Office of Capital Improvements
(OCI)
444 S.W. 2nd Avenue, 8th Floor
Miami, Florida 33130
Mr. Hector Badia
Assistant Director
Tel: (305) 416-1280
E-mail: hbadia@miamigov.com

RJ BEHAR'S ROLE:

Grant Assistance

PROJECT STARTED: 9/08/2022

PROJECT COMPLETED: Ongoing

COST/FEES PAID: \$79,257

CONSTRUCTION COST: N/A

CHANGE ORDERS: N/A

TIME EXTENSIONS: N/A

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

Stacy Sookdew-Sing
Project Manager

R.J. Behar & Company, Inc. (RJB) was contracted under the Miscellaneous Engineering services to provide Grants Project Manager assistance for the City of Miami's Grant Program. The support includes Community Development Block Grants (CDBG), State of Florida Local Programs, American Rescue Plan Act (ARPA), Federal Emergency Management Agency (FEMA) and State Resilience Grants along with the various reporting requirements associated with these Grants. The City requested a proposal for professional services support for the City's various grant projects to fulfill the requirements under the respective programs, which will facilitate achieving full reimbursement.

The scope of work includes the following:

- Professional services support for the City's various grant projects, including the preparation of various forms, review of documents and submittals required by Federal and State agencies to fulfill the City's requirements under the respective programs.
- **RJB** provides a Grant Project Manager to assist the City's various departments with achieving compliance on the numerous grants the City has either obtained or is in the process of obtaining funds from multiple agencies and their programs.
- **RJB** conducts research and compiles data for and prepares monthly, annual, and special reports.
- Assists with the coordination of the various phases of work for the grant being monitored.
- Reviews the processes or supporting documentation for accuracy before transmitting the submittals to the benefactor.
- Assists with the preparation, formulation, and justification of all material necessary for the grant programs.
- Conducts complex and detailed reviews and analyses of the grant funds budgeted and allocation of those funds against the funds expended by the City during the construction phase ensuring that reimbursement funds are received from the corresponding agency.
- Assists in establishing and monitoring performance measures to be utilized to strategically identify and achieve desired outcomes.
- Researches and responds to special funding opportunities requiring adherence to strict guidelines.
- Establishes a reporting process to monitor and maintain accountability to all funding sources, ensuring the City is following and complies with all requirements of its respective grants.
- Assists in representing the City before the various funding sources, when called upon, to achieve compliance with the Federal requirements when it comes to bid packages, request for proposals (RFPs), executed contracts, and monthly or quarterly reporting.
- Performs other related duties as requested and/or required.



Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

TAB C. LICENSES & CERTIFICATIONS

State of Florida Department of State Document
Corporation No.: P99000088184 – Expire: 12/31/2023

State of Florida Department of State

I certify from the records of this office that R.J. BEHAR & COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on October 4, 1999.

The document number of this corporation is P99000088184.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 5, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2023*



[Signature]
Secretary of State

Tracking Number: 0574712441CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Professional License No: 8365 – Expires: 02/28/2025

Licensee

Name:	R.J. BEHAR & COMPANY, INC.	License Number:	8365
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	10/22/1999

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
21755	Current, Active	BEHAR, ROBERT JOSE	Registry	02/19/2005	Professional Engineer	02/28/2025

FDOT Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 13, 2023

Robert Behar, President
R.J. BEHAR & COMPANY, INC.
6861 SW 196th Avenue, Suite 302
Pembroke Pines, Florida 33332

Dear Mr. Behar:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates						
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
179.76%	141.49%	0.790%	Excluded	No	1.73%	0.49%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

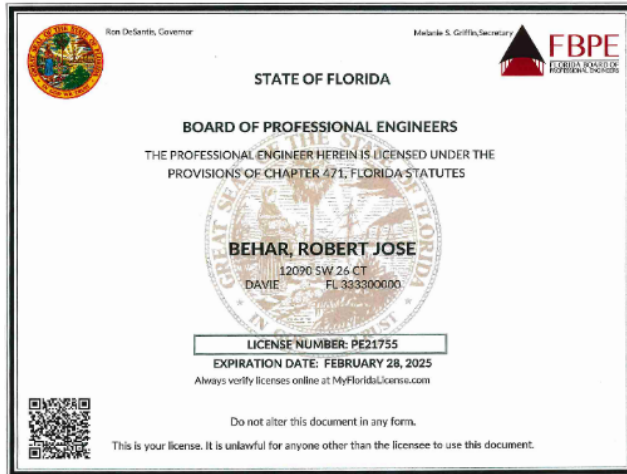


R.J. Behar

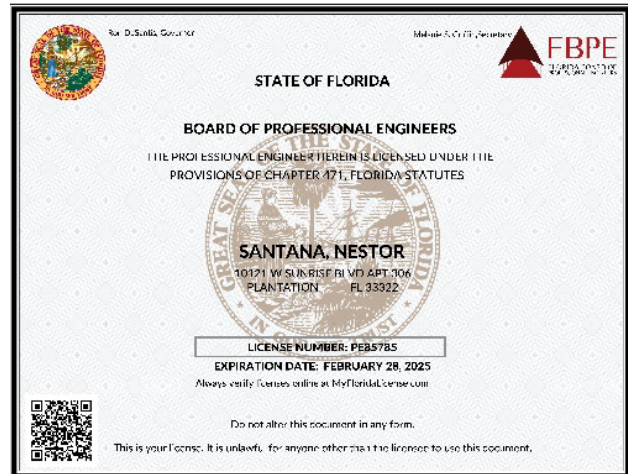
Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

Robert J. Behar, PE
Lic. No. PE21755 – 2/28/2025



Nestor Santana, PE
Lic. No. PE85785 – 2/28/2025



Stacy Sookdew-Sing TIN: S23278171

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

Nestor Santana TIN: S53563668

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

Valid Qualifications Logan Fasanella TIN: F25453388

Qualification Name	Number	Valid from	Expires on
Asphalt Paving - Level 1	2005214	10/22/2020	10/22/2025
Asphalt Paving - Level 2	2004919	10/22/2020	10/22/2025
Concrete Field Technician - Level 1	3022683	11/12/2023	08/19/2025
Concrete Field Technician - Level 1	2004812	08/19/2020	11/12/2023
Drilled Shaft Inspection	3013901	08/16/2022	08/16/2027
Earthwork Construction Inspection - Level 1	2005683	09/29/2020	09/29/2025
Earthwork Construction Inspection - Level 2	2005743	11/11/2020	11/11/2025
FDOT Concrete Field Inspector Specification	N/A	08/19/2020	08/19/2025
Final Estimates - Level 1	3025374	02/13/2024	10/24/2028
Final Estimates - Level 1	N/A	02/13/2019	02/13/2024
Final Estimates - Level 2	3025208	10/24/2023	10/24/2028
Pile Driving Inspection	3004539	06/11/2021	06/11/2026
QC Manager	3006679	09/17/2021	01/01/2099



Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

AREHNA Engineering, Inc. – State of Florida
Corporation Document No.: P08000110763; 12/31/2023

AREHNA – State of Florida – Registry
Professional License No.: 28410 – Expire: 02/28/2025

State of Florida Department of State

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

The document number of this corporation is P08000110763.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

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

AREHNA Engineering, Inc.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2023*



[Signature]
Secretary of State

Tracking Number: 1780403757CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.smbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Licensee

Name:	AREHNA ENGINEERING, INC.	License Number:	28410
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	02/19/2009

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
68440	Current, Active	MCRORY, JESSICA ANN	Registry	02/19/2009	Professional Engineer	02/28/2025

AREHNA – FDOT Prequalification Letter – Expire: 08/10/2024

FDOT
Florida Department of Transportation
605 SEMINOLE STREET
TALLAHASSEE, FL 32399-0450
JARED W. PERDUE, P.E.
SECRETARY
August 10, 2023

Jessica McRory, President
AREHNA ENGINEERING, INC.
5012 West Lemon Street
Tampa, Florida 33609

Dear Ms. McRory:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates							
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
170.43%*	125.09%*	2.057%	Reimbursed	No	5.14%	4.01%**	Yes

*Interim Rates

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

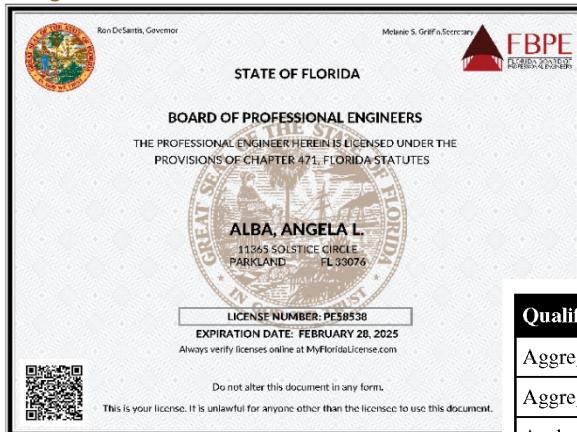
Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

[Signature]
Carliayn Kell
Professional Services
Qualification Administrator

Angela L. Alba, PE – Lic. No. PE58538 – 2/28/2025



Winston Orellana – CTQP

Qualification Name	Certificate Number	Valid from	Expires on
Aggregate Base Testing Technician	3023697	07/14/2023	05/14/2026
Aggregate Testing Technician	3023696	07/14/2023	04/28/2028
Asphalt Plant - Level 1	3012736	07/12/2022	07/12/2027
Concrete Field Technician - Level 1	3007161	09/25/2021	08/04/2026
Concrete Lab Technician - Level 1	3023695	07/14/2023	03/31/2028
Earthwork Construction Inspection - Level 1	3019396	04/06/2023	04/06/2028
Earthwork Construction Inspection - Level 2	3004738	03/26/2021	03/26/2026
LBR Technician	3019068	03/09/2023	03/09/2028



R.J. Behar

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

ZEMAN CONSULTING GROUP, LLC

State of Florida Department of State

I certify from the records of this office that ZEMAN CONSULTING GROUP LLC is a limited liability company organized under the laws of the State of Florida, filed on February 12, 2021, effective February 12, 2021.

The document number of this limited liability company is L21000075067.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 28, 2023, and that its status is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of August, 2023



Secretary of State

Tracking Number: 4896201941CU

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follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuth>

Lee Powers, PSM
Lic. No. LS6805- 2/28/2025



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

License No.: LS6805
Expiration Date February 28, 2025

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

LEE POWERS
8895 SPRING VALLEY DR
BOYNTON BEACH, FL 33472-2438



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

License No.: LS6622
Expiration Date February 28, 2025

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

MICHAEL EVAN ROSS
220 ROCK SPRING LOOP
SAINT AUGUSTINE, FL 32095-0017

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Survanco Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 24, 2023

Derek Zeman, President
ZEMAN CONSULTING GROUP LLC
3970 RCA Boulevard, Suite 7750
Palm Beach Gardens, Florida 33410

Dear Mr. Zeman:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.3 - Photogrammetric Mapping
- 8.4 - Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates			
Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses
175.59%	2.899%	Reimbursed	No
			Home Direct Expense 14.38%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

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

License No.: LB8431
Expiration Date February 28, 2025

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

ZEMAN CONSULTING GROUP, LLC
3970 RCA BOULEVARD, SUITE 7750
PALM BEACH GARDENS, FL 33478-4780

Nicole Bried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



R.J. Behar

TAB D.

ORGANIZATIONAL PROFILE AND PROJECT TEAM QUALIFICATIONS

Organization Chart

Project Team Resumes

Experience & Qualifications of Project Manager



D. Organizational Chart

CITY OF HOLLYWOOD

Robert Behar, PE – RJB
PRINCIPAL IN CHARGE

R.J. BEHAR & COMPANY, INC.

Nestor Santana, PE – RJB
SENIOR PROJECT ENGINEER

Stacy Sookdew-Sing – RJB
PROJECT ADMINISTRATOR/PIO

Logan Fasanella – RJB
SENIOR INSPECTOR

Zugeil Velez – RJB
RESIDENT COMPLIANCE SPECIALIST

Dereth Behar – RJB
PUBLIC INVOLVEMENT

SURVEY

Lee Powers, PSM
Michael Ross, PSM

GEOTECHNICAL

Angela Alba, PE – AE
Winston Orellana – AE

TEAM

R.J. BEHAR & COMPANY, INC. {RJB}
AREHNA ENGINEERING, INC. {AE}
ZEMAN CONSULTING GROUP, LLC (ZCG)

**EDUCATION**

M.S. Structural Engineering, University of Florida, 1975
B.S. Civil Engineering, University of Florida, 1974

YEARS OF EXPERIENCE

46 Years

YEARS WITH RJ BEHAR

1999 – Present

OFFICE LOCATION

Pembroke Pines

PROFESSIONAL REGISTRATIONS

- P. E. Florida License No. 21755/1980
- P. E. Kentucky License No. 19836/1997
- P. E. Indiana License No. 19800047/1997
- P. E. Michigan License No. 6201043655/1997
- P. E. Ohio License No. E-6264

ENGINEERING EXPERIENCE

He began his engineering career in 1977 with the Florida Department of Transportation and has over 46 years of experience in the planning, design and management of transportation projects nationwide. He has worked on projects for many municipalities throughout South Florida. He has been very active member of various engineering societies where he has served as president of the South Florida Section and Miami-Dade Branch of the American Society of Civil Engineers, Chair of the American Society of Civil Engineers Highway Division, Chair of Florida Institute of Consulting Engineers Transportation Production Committee, and member of the Transportation Research Board's Geometric Design Committee. Mr. Behar was awarded the Ben Watts Partnership Award in 2010. He is a voting member of the Florida Greenbook Committee. Mr. Behar was an original member and helped develop the American Society of Civil Engineers (ASCE) publication "Context Sensitive Highway Design Principles" and he is currently a member of the Subcommittee for the development of the Complete Streets Chapter in the Florida Greenbook.

RELEVANT EXPERIENCE

Safe Routes to School CEI Services Local Agency Program (LAP) Project, Miami-Dade County, Florida – Town of Cutler Bay/FDOT, District 6

Reference: Mr. Alfredo Quintero, Public Works Director Town of Cutler Bay, (305) 234-4262; aquintero@cutlerbay-fl.gov

Role: Principal in Charge for a project to install of 5' wide concrete sidewalks, the repair and replacement of damaged concrete sidewalks, the installation of detectable warnings on existing sidewalks, roadway striping improvements, signing upgrades along the corridor, milling and resurfacing of the existing asphalt in locations noted on the plans, and site restoration. **Cost/Fees Paid:** \$59,641 **Construction Cost:** \$392,521 **Project #:** 436939-1-58-01 **Project Start:** 4/2017 **Project Complete:** 10/2017 **Project Length:** 0.89 miles **Company:** R.J. Behar & Company, Inc.

W. 36th Avenue from West 76th Street to West 84th Street, Miami-Dade County, Florida – City of Hialeah/FDOT American Recovery & Reinvestment Act (ARRA)

Reference: Mr. Jose Sanchez, Director Streets Division; (305) 687-2611; josanchez@hialeahfl.gov

Role: Principal in Charge of complete reconstruction of West 36th Avenue, including new sidewalks, curbs, gutters, and drainage improvements - new drainage inlets, 18" storm sewer cross drainage pipe, 1,271 LF of 18" exfiltration trench (French drain). The project also included pavement milling and resurfacing, signing and pavement markings, street lighting, tree removal, grading of adjacent swale areas and sod restoration with Performance Turf. **Cost/Fees Paid:** \$126,263.09 **Construction Cost:** \$559,334.45 **Project #:** 42760425801 **Project Start:** 06/28/2010 **Project Complete:** 08/31/2011 **Project length:** 0.5 miles **Company:** R.J. Behar & Company, Inc.

Pines Boulevard and I-75 Interchange, CEI Services LAP Project, Broward County, Florida – City of Pembroke Pines/FDOT District 4

Reference: Mr. George Wrvs, Public Services; (954) 435-6511; gwrves@ppines.com

Role: Principal in Charge on this \$11.2 million Local Agency Program (LAP) project between the City of Pembroke Pines and FDOT, District 4. This was a federally funded project consisting of urbanized improvements at the I-75 (SR-93) and Pines Boulevard (SR-820) Interchange. The project includes modifying the existing interstate overpass, entrance and exit ramps from a rural configuration to an urban configuration, as well as widening, signalization, landscaping, and access management improvements along Pines Boulevard. A "No-excuse Bonus" (250K) and "Incentive/Disincentive" contracting method utilized. **Cost/Fees Paid:** \$1,592,490 **Construction Cost:** \$11,200,000 **Project #:** 415152-2-58-01 **Project Start:**



10/20/2008 **Project Complete:** 04/30/2010 **Project Length:** 1.27 miles **Company:** R.J. Behar & Company, Inc.
W. 53rd Street from W. 4th Avenue to W. 8th Avenue American Recovery & Reinvestment Act (ARRA), Miami-Dade County, Florida – City of Hialeah/FDOT District 6

Reference: Mr. Jose Sanchez, Director Streets Division; (305) 687-2611; josanchez@hialeahfl.gov

Role: Principal in Charge of the CEI team who inspected and completed project closeout for new sidewalks, curb and gutters, drainage improvements with new drainage inlets, an 18" storm sewer cross drainage pipe, and an 18" exfiltration trench (French drain); pavement milling and resurfacing, signing and pavement markings, and grading of the adjacent swale areas and sod restoration with Performance Turf were included. **Cost/Fees Paid:** \$252,000 **Construction Cost:** \$1,691,260.20

Project #: 426196-1-58-01 **Project Start:** 12/2009 **Project Complete:** 8/2010 **Company:** R.J. Behar & Company, Inc.
Davie Road Phase II Local Agency Program (LAP), Broward County, Florida - Town of Davie/Florida Department of Transportation (FDOT), District 4

Reference: Mr. Jonathan M. Vogt, Town Engineer; (954) 797-1082; Jonathan.Vogt@davie-fl.gov

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

Cost/Fees Paid: \$297,438.25 **Construction Cost:** \$2,433,873.04 **Project #:** 433456-1-58-01 **Project Start:** 02/22/2017
Project Complete: 1/2019 **Project Length:** 0.89 miles **Company:** R.J. Behar & Company, Inc.

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

Reference: Mr. Rene Idarraga, PE, Chief Construction Division; (305) 375-4818; Rene.idarraga@miamidade.gov

Role: Principal-in-charge responsible for overseeing the personnel who participated in this CEI assignment. The staff was responsible for maintaining complete and accurate records of all activities and events related to the project; keeping the daily project journal, including maintaining accurate records of the contractor's operations, quantities installed, sampling and testing data, project photo and video documentation; they reviewed Work Zone traffic control plan implementation, and inspection of maintenance of traffic schemes and devices in work zones to assure they were in accordance with the County's requirements; properly documented all significant Project changes; interpreted plans, specifications, and construction contract provisions; reviewed and kept project as-builts current and up to date, made recommendations to the County to resolve disputes; and assisted with the project closeout. RJ Behar provided Miami-Dade County Department of Transportation and Public Works with consulting inspection services associated with multiple drainage improvement sites throughout the county.

Cost/Fees Paid: \$327,153 **Construction Cost:** Varied per assignment **Project #:** E19-DTPW-09 **Project Start:** 3/18/2021 **Project Complete:** Ongoing **Project Length:** Varied sites

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

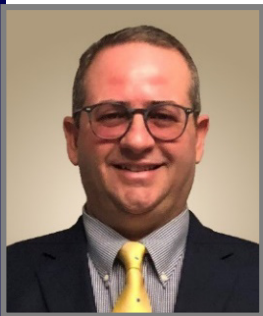
Riverwalk South Regional Park Resident Project Representative, Broward County, Florida – City of Fort Lauderdale "City of Fort Lauderdale Community Appearance Award – May 2008"

Reference: Ms. Irina Tokar, Project Manager; (954) 828-6891; ITokar@fortlauderdale.gov

Role: Project Manager for the reconstruction and improvements of a portion of Riverwalk Regional Park between SE 3rd Avenue and Andrews Avenue, which includes: new fire line, new vacuum sewer line, replace overhead utilities to underground, install 14 new marine power station and evacuation pedestals, replace existing two way road with one way pavers road, coordinate seawall repair, new tropical landscaping and new lighting system.

Cost/Fees Paid: \$164,000 **Construction Cost:** \$3,000,000 **Project Start:** 05/2007 **Project Complete:** 02/2008





NESTOR SANTANA, PE SENIOR PROJECT ENGINEER

EDUCATION

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

YEARS OF EXPERIENCE

28 YEARS

YEARS WITH RJ BEHAR

2014 – PRESENT

OFFICE LOCATION

PEMBROKE PINES

PROFESSIONAL REGISTRATIONS

P.E. Florida License No. 85785, 2018

CERTIFICATIONS:

Final Estimates I & II
QC Manager
Earthwork I & II
Asphalt I & II

TIN#: S535636684490

FDOT Critical Structures Construction Issues
Radiation Safety Officer
Nuclear Gauge Hazmat Training
Advanced Temporary Traffic Control Plans

ENGINEERING EXPERIENCE

Mr. Santana has years of experience in construction management for new construction and remedial projects of existing structures for the educational, pharmaceutical, sports and recreation, commercial sectors, roadway, and water/wastewater modernization programs. He has been responsible for the coordination, supervision, and inspection of a variety of public and private projects from budgeting to completion. He has been accountable for ensuring quality, safety, and schedules according to specifications, reviewing contract plans/specifications covering all building construction and mechanical and electrical installations, and developing preliminary findings on specifications, estimates, and recommendations for contract change orders. He brings specific relevant experience in civil work projects related to construction of concrete, steel, pumping stations, spillways, culverts, bridges, as well as site preparation to find technical solutions under difficult soil, foundation, and climatic conditions. His structural engineering experience includes design of steel frame structures, concrete and masonry.

RELEVANT EXPERIENCE:

W. 28th Avenue Sidewalk/Guardrail Improvements CEI Services Local Agency Program (LAP) Project, Miami-Dade County, Florida – City of Hialeah/Florida Department of Transportation (FDOT), District 6/Federal Highway Administration (FHWA)

Reference: Jose Sanchez, Director Streets Department City of Hialeah; 305-687-2611; josanchez@hialeahfl.gov; Yamil Alquizar, Project Manager Streets Department; 305-687-2615; yalquizar@hialeah.gov

Role: Senior Project Engineer/Project Administrator who administered the contract, budget, contract time, and inspection staff. He was responsible for the contractor's performance and progress in conformance with the plans and specifications, reviewing and keeping track of contractor submittals – shop drawings, requests for information (RFIs), project schedule analysis and implementation in a challenging 60-day project, which was completed on time and on budget without change orders. He approved and reviewed project daily reports; contractor's monthly progress estimates; managed and directed progress meetings, meeting agendas and minutes; coordinated with stakeholders, including the various agencies, the City of Hialeah, utility companies, and neighboring businesses; performed final inspection with FDOT, prepared the punch list, issued substantial and final completion certificates to the contractor; reviewed and approved project final as-builts, material certifications, and prepared and submitted the closeout package as per LAP Project requirements. **Costs/Fees Paid:** \$39,960 **Construction Cost:** \$396,519 **Project FM#:** 427604-5-58-01 **Project Start:** 1/08/2020 **Project Complete:** 2/28/2021 **Project Length:** 1.73 miles **Company:** R.J. Behar & Company, Inc.

Dillman Trail from Forest Hill Boulevard to Dillman Road Local Agency Program (LAP) Project, Palm Beach County, Florida – City of Greenacres/Florida Department of Transportation (FDOT), District 4

Reference: Carlos Cedeño, Director, Public Works Department; (561) 642-2071; ccedeno@greenacresfl.gov

Role: Senior Project Engineer responsible for overseeing construction operations, administration, management, quality control, monthly and final estimates (close-out package). His responsibilities include oversight of construction operations, administration, public relations, quality control, final estimates and claims analysis. He ensures the safety, schedule, cost tracking, estimating, and forecasting on the project. This project includes clearing and grubbing with tree removal for the construction of a proposed pathway between Forest Hill Boulevard and Dillman Road. The construction includes a 12' wide



meandering asphalt pathway, 12' wide swale, construction of an irrigation pump system, electrical service for the system, installation of irrigation, landscaping, and sod installation. **Cost/Fees Paid:** \$139,573 **Construction Cost:** \$747,924 **Project #:** 444359-1-58-01 **FDOT LAP:** G2266 **City #:** No. 22-001 **Project Start:** 5/20/2022 **Project Complete:** 10/2023

NW 60th Avenue Bicycle/Pedestrian Improvement Project, Miami-Dade County, Florida – Town of Miami Lakes/FDOT, District 6/FHWA

Reference: Ms. Carmen Olazabal, Project Manager/Chief of CIP; (305) 364-6100 x 1133; olazabalc@miamilakes-fl.gov

Role: Senior Project Engineer who coordinated and provided FDOT with all the required information to ensure compliance with all LAP requirements, oversaw the inspection team and the resident compliance specialist, kept the construction contract time established, and performed final construction close-out. The scope included new curb and gutter and a 10' wide shared-use path along the west side of the corridor; milling, resurfacing and overbuilding of the roadway; and installation of new upgraded signing and pavement markings. Porous Flexible Pavement was proposed at specific locations on the shared-use path to minimize tree removal. Swales, mostly behind the shared-use path, were provided to accommodate the runoff.

Cost/Fees Paid: \$72,850 **Construction Cost:** \$1,059,176 **Project #:** 435509-1-58-01 **Project Start:** 7/11/2019 **Project Complete:** 5/31/2021 **Project Length:** 0.78 miles **Company:** R.J. Behar & Company, Inc.

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

Reference: Mr. Omar Santos Baez, Public Works Engineer; (305) 364-6100 ext. 1182; santoso@miamilakes-fl.gov

Role: Senior Project Engineer/Project Administrator which included maintaining complete and accurate records of the Project; documenting all significant Project changes; assisting the Town with interpreting plans, specifications, and construction contract provisions; making recommendations to the Town to resolve disputes; and coordinating with FDOT for LAP requirement compliance. He also oversaw the Resident Compliance Specialist. R.J. Behar performed daily inspections, produced weekly reports, monitored the contractor's pay items, attended progress meetings, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, and conducted the material sample reviews. **Cost/Fees Paid:** \$71,056 **Construction Cost:** \$710,100 **Project #:** 425857-2-58-01 **Project Start:** 4/18/2019 **Project Complete:** 2/10/2022 **Company:** R.J. Behar & Company, Inc.

Miramar Parkway Streetscape from 68th Avenue to 64th Avenue, Construction Inspection Services, Broward County, Florida – City of Miramar/Florida Department of Transportation (FDOT), District 4/Federal Highway Administration

Reference: Mr. Alex Shershevsky, Project Manager; 954-602.3315; ashershevsky@ci.miramar.fl.us

Role: Senior Project Engineer who assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they apply to this project, including the provisions of the U.S. Department of Transportation, the Federal Highway Administration, and the U.S. Department of Labor. He was responsible for all construction inspections, overseeing the resident compliance specialist, and performing project close-out. **Cost/Fees Paid:** \$130,000 **Construction Cost:** \$1,529,154 **Project #:** 438124-1-58-01 **Project Start:** 6/6/2018 **Project Complete:** 4/30/2021 **Project Length:** 0.58 miles **Company:** R.J. Behar & Company, Inc.

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

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

Role: Senior Project Engineer who coordinated with and provided FDOT with all the required information to ensure compliance with all LAP requirements, oversaw the inspection team and the resident compliance specialist, kept the construction contract time established, and performed Final Construction Close-out. **Costs/Fees Paid:** \$90,887

Construction Costs: \$459,199 **Project Length:** Multiple Sites **Project #:** 438282-1-58-01 **Project Start:** 10/08/2019 **Project Complete:** 1/31/2021 **Time Extensions:** COVID-19 Delay of two weeks **Company:** R.J. Behar & Company, Inc.

Nova Drive, Broward County, Florida – Town of Davie

Reference: Jonathan M. Vogt, Town Engineer, (954) 797-1082; jonathan_vogt@davie-fl.gov

Role: Senior Project Engineer who was responsible for managing the contract, budget, contract time, and inspection staff; ensuring the contractor's conformance with the plans and project specifications, reviewing and keeping track of contractor submittals – shop drawings, requests for information (RFIs), project baseline schedule and monthly updates; Review project daily reports, monthly progress estimates, conduct progress meetings, preparation of minutes; Coordination with all stakeholders, including the various agencies, utility companies, the public, school, businesses, and neighboring homeowners associations; review project final as-builts, material certifications, and preparation and submittal of the closeout package.

Cost/Fees Paid: \$496,280 **Construction Cost:** \$6,425,430 **Project #:** B-17-151 **Project Start:** 10/20/2017 **Project Complete:** 1/31/2021 **Project Length:** 1.29 miles **Company:** R.J. Behar & Company, Inc.



STACY SOOKDEW-SING

PROJECT ADMINISTRATOR & SENIOR COMPLIANCE SPECIALIST

EDUCATION

High School Graduate, North Miami Senior High School

YEARS OF EXPERIENCE

19 Years

YEARS WITH RJ BEHAR

2008 – 2019 / 2021 – Present

OFFICE LOCATION

Pembroke Pines

CERTIFICATIONS:

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

TIN #: S23278171664

ENGINEERING EXPERIENCE

Ms. Sookdew-Sing has more than 19 years of experience as a Project Administrator, Contract Support Specialist, Senior Resident Compliance Specialist, as well as a Public Information Officer and Inspector on a variety of projects throughout Miami-Dade, Broward, and Palm Beach Counties for the Florida Department of Transportation (FDOT) and local agencies. She received the “Professional Manager of the Year” award for stormwater projects from the American Public Works Association (South Florida Chapter) in recognition of her professionalism and performance in the management of the Manta Drive Roadway Improvements project for the Town of Cutler Bay. She has experience with site-management entries, monthly and final estimates, preparing and processing weekly reports, progress reports, and standard weather letters, as well as review quantities and as-builts. Ms. Sookdew-Sing has prepared close-out packages, attended and managed meeting minutes, performed document control, data entries and monthly invoicing utilizing the appropriate electronic data management system for each task.

REVELANT EXPERIENCE:

Davie Road Phase II Local Agency Program (LAP), Broward County, Florida - Town of Davie/Florida Department of Transportation (FDOT), District 4

Reference: Mr. Jonathan M. Vogt, Town Engineer; (954) 797-1082; Jonathan.Vogt@davie-fl.gov

Role: Project Administrator/Contract Support Specialist/Resident Compliance Specialist: She was responsible for reviewing and submitting daily work reports to the FDOT, reviewing and processing the monthly payment applications, reviewing monthly CPM schedules, processing any change orders, scanning and uploading all project documentation into LAPIT, maintains and organizes contract documentation such as RFI's and shop drawings; reviewing and processing RFI's, preparing progress meeting agenda's and minutes, attending all FDOT project audits, preparing and completing the project documents upon closeout of the project, providing the agency with all project documents for FDOT reimbursement. As the Resident Compliance Specialist her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, and review and file certified payrolls. **Cost/Fees Paid:** \$297,438.25 **Construction Cost:** \$2,433,873.04 **Project #:** 433456-1-58-01 **Project Start:** 02/22/2017 **Project Complete:** 1/2019 **Project Length:** 0.89 miles **Company:** R.J. Behar & Company, Inc.

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

Reference: Carlos Cedeño, Director, Public Works Department; (561) 642-2071; ccedeno@greenacresfl.gov

Role: Project Administrator responsible general instructions regarding assignments and exercising initiative and independent judgment in the solution of work problems, directing and assigning specific tasks to administrative and field staff and assisting in all phases of the construction project, and performing progress estimates and final estimates throughout the construction project duration. This project includes clearing and grubbing and tree removal for the construction of a proposed pathway between Forest Hill Boulevard and Dillman Road. Construction of a 12' wide meandering asphalt pathway and adjacent proposed 12' wide swale, including the construction of an irrigation pump system, electrical service for the system, installation of irrigation, landscaping, and sod installation. **Cost/Fees Paid:**



R.J. Behar

\$139,573 Construction Cost: \$747,924 Project #: 444359-1-58-01 FDOT LAP: G2266 City #: No. 22-001 Project Start: 5/20/2022 Project Complete: 10/2023 Company: R.J. Behar & Company, Inc.

Local Agency Program Contract Management Project, Multiple Counties, Florida – FDOT, District 4

Reference: Jim Lewis, PE, Palm Beach Ops LAP Coordinator - Retired

Role: Project Administrator on the Districtwide LAP oversight contract. This task-work-order (TWO) driven continuing services contract provided construction oversight for projects in Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties. These projects usually included federally funded non-vehicular improvements such as sidewalks, pedestrian signals, bicycle lanes and other related activities such as resurfacing, curbing, signage, and striping. As the oversight consultant, she ensured that local agencies complied with applicable construction standards and the compliance requirements of the Federal Highway Authority (FHWA). Under this contract, 51 TWOs were issued for oversight of construction projects managed by 22 different local programs. **Contract Value: \$5,000,000 Contract #: C9S22 Project Start: 2/2019 Project Complete: 12/2022 Company: Metric Engineering, Inc.**

Safe Routes to School LAP Project, Miami-Dade County, Florida – Town of Cutler Bay/FDOT, District 6

Reference: Mr. Alfredo Quintero, Public Works Director Town of Cutler Bay, 305-234-4262; aquintero@cutlerbay-fl.gov

Role: Project Administrator/Contract Support Specialist/Resident Compliance Specialist: She performed daily inspections, produced weekly reports, monitored contractor pay items, held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews per NPDES requirements, conducted the material sample reviews and approval, reviewed the Contractor & Subcontractor's payrolls, uploaded project documents in FDOT Lap-It, and performed final closeout. **Cost/Fees Paid: \$59,641 Construction Cost: \$392,521 Project #: 436939-1-58-01 Project Start: 4/2017 Project Complete: 10/2017 Project Length: 0.89 miles Company: R.J. Behar & Company, Inc.**

US-1 Federal Highway Beautification LAP Project, Palm Beach County, Florida – City of Delray Beach/FDOT, District 4/FHWA

Reference: Jim Lewis, FDOT LAP Coordinator - Retired

Role: Resident Compliance Specialist who was responsible for reviewing weekly certified payrolls, maintaining compliance files and spreadsheets, and making certain the contractor conforms to all project EEO/AA requirements. Her responsibilities also included uploading all documentation into the LAP-IT program for FDOT as well as checking the DBE contractor's payments into the EOC system. There were 30 subcontractors as part of this project. **Cost/Fees Paid: \$1,443,471 Construction Cost: \$12,486,967 Project #: 4204121581 & 42041225801 Project Start: 5/20/2013 Project Complete: 11/7/2015 Project Length: 2.4 miles Company: R.J. Behar & Company, Inc.**

SE 15th Avenue Bridge Replacement Local Agency Program Project, Broward County, Florida – City of Fort Lauderdale, FDOT D4

Reference: Mr. Dane Esdelle, Project Manager; (954) 828-6885; DEsdelle@fortlauderdale.gov

Role: Resident Compliance Specialist who provided reviews of the Davis-Bacon wage documentation. She was responsible for reviewing weekly certified payrolls, issuing payroll violations when necessary, and ensuring the contractor was in compliance per the FDOT and USDOL requirements. Her other duties included maintaining the compliance files and spreadsheets, conducting interviews, performing a monthly inspection of the bulletin board, and making certain the contractor conformed to all the project EEO/AA requirements. She reviewed the DBE contractor's payments entered and made sure that all documents were uploaded into the EOC system. She also uploaded project documents into the LAPIT database and attended the weekly progress meetings, as well as all audits conducted for the project. **Cost/Fees Paid: \$534,190 Construction Cost: \$3,814,743 Project #: 230734-1-58-01 City Project No.: P-10737 Project Start: 9/5/2012 Project Complete: 10/17/2013 Project Length: 0.2 miles Company: R.J. Behar & Company, Inc.**

SR-820/Pines Boulevard and I-75/SR-93 Interchange Construction Engineering Inspection, Broward County, Florida – City of Pembroke Pines/FDOT, District 4/FHWA

Reference: Mr. George Wrves – Public Services; (954) 435-6511; gwrves@ppines.com

Role: Resident Compliance Specialist responsible for a \$11.2 million Local Agency Program (LAP) between the City of Pembroke Pines and FDOT, District 4. She ensured all compliance with the FDOT/FHWA requirements. Her duties as an RCS included monitoring DBE participation, EEO/AA compliance, and reviewing all certified payrolls for the prime contractor and the subcontractors. This was a federally funded project involving improvements to the I-75/Pines Boulevard Interchange, including updated modifications to the existing interstate overpass, entrance and exit ramps, from a rural configuration to an urban configuration, as well as widening and signalization improvements along Pines Boulevard.

Cost/Fees Paid: \$1,592,490 Construction Cost: \$11,200,000 Project #: 415152-2-58-01 Project Start: 10/20/2008 Project Complete: 04/30/2010 Project Length: 1.27 miles Company: R.J. Behar & Company, Inc.



ZUGEIL VELEZ

RESIDENT COMPLIANCE SPECIALIST

EDUCATION

A.A. English for Speakers of Other Languages, Inter American University of Puerto Rico-San German, 2010

YEARS OF EXPERIENCE

5

YEARS WITH RJ BEHAR

2018 - Present

CERTIFICATIONS

Final Estimates I & II

FDOT Resident Compliance Specialist CBT Training

FDOT Equal Opportunity Compliance Training

FDOT SCAT Certification

TIN#: V425980826260

FDOT FHWA Emergency Relief Program Training for Local Agencies

FDOT LAP Construction Checklist, Specifications & Greenbook Training

ENGINEERING EXPERIENCE

Ms. Velez is involved in ensuring the goals of the anticipated Disadvantage Business Enterprise (DBE) statement are achieved per established Federal and State regulations, which necessitates monthly examining of payments to the prime contractor and/or subcontractors. She aids the Office Support Specialist with Site-management entries, as well as monthly progress estimates. Ms. Velez assists the Project Engineer by preparing and processing weekly reports, monthly progress reports, standard weather letters, data entries and monthly invoicing and uploading all documentation into the GAP system for FDOT. She also serves as a Public Information Officer on multiple projects, assisting with fliers, community awareness, and public meetings. She monitors all DBE payments in the Equal Opportunity Compliance System (EOC).

RELEVANT EXPERIENCE

Colbert Elementary School Safe Routes to School Local Agency Program (LAP) Project, Broward County, Florida – City of Hollywood/Florida Department of Transportation (FDOT), District 4/Federal Highway Administration (FHWA)

Reference: Mr. Frank Leon, PE, Project Manager – No longer with the City

Role: Resident Compliance Specialist who assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they apply to this project, including the provisions of the U.S. Department of Transportation, the Federal Highway Administration, and the U.S. Department of Labor. Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. **Cost/Fees Paid:** \$34,944 **Construction Cost:** \$674,827 **Project #:** 436921-1-58-01 **Project Start:** 4/30/2019 **Project Complete:** 2/28/2021 **Company:** R.J. Behar & Company, Inc.

Construction Engineering Inspection for Various Department of Transportation & Public Works Pavement Marking Installation – WO#2, Miami-Dade County, Florida – Miami-Dade Department of Transportation & Public Works

Reference: Mr. Joaquin Rabassa, PE; Project Manager; (305) 375-4338

Role: Construction Administrative Assistant: Ms. Velez is currently reviewing service requests, creating work orders, creating revisions to Work Orders, reviewing payment requisitions, submitting payment requisitions to finance, and closing project budgets or recommending time extensions. **Cost/Fees Paid:** \$144,317 **Construction Cost:** Varies **Project #:** 20190190/E19-DTPW-19 **Project Start:** 3/1/2021 **Project Complete:** Ongoing **Company:** R.J. Behar & Company, Inc.

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

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

Role: Resident Compliance Specialist: She assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they applied to this project, including the provisions of the U.S. Department of Transportation (USDOT), the FHWA and the U.S. Department of Labor (DOL). Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, reviewing and filing certified payrolls as well as loading all documentation into FDOT LapIT. **Cost/Fees Paid:** \$90,887 **Construction Cost:** \$459,199 **Project #:** 438282-1-58-01 **Project Start:** 10/8/2019 **Project Complete:** 1/31/2021 **Time Extensions:** COVID-19 Delay of two weeks **Project Length:** Multiple Sites **Company:** R.J. Behar & Company, Inc.

NW 60th Avenue Bicycle/Pedestrian Improvement LAP Project, Miami-Dade County, Florida – Town of Miami Lakes/FDOT, District 6/FHWA

Reference: Ms. Carmen Olazabal, Project Manager/Chief of CIP and Special Services; (305) 364-6100 x 1133;



olazabalc@miamilakes-fl.gov

Role: Resident Compliance Specialist who assisted the Town in complying with all State and EEO requirements as they applied to this project, including the provisions of the USDOT and the FHWA. Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. **Cost/Fees Paid:** \$72,850 **Construction Cost:** \$1,059,176 **Project #:** 435509-1-58-01 **Project Start:** 7/11/2019 **Project Complete:** 07/2020 **Project Length:** 0.78 Miles **Company:** R.J. Behar & Company, Inc.

Gulfstream Elementary Complete Streets LAP Project, Miami-Dade County, Florida – Town of Cutler Bay/FDOT, District 6/FHWA

Reference: Mr. Alfredo Quintero, Public Works Director; 305-234-4262; aquintero@cutlerbay-fl.gov

Role: Resident Compliance Specialist who assisted the Town in complying with all State and Federal Equal Employment Opportunity requirements as they apply to this project, including the provisions of the U.S. Department of Transportation, the Federal Highway Administration, and the U.S. Department of Labor. Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. **Cost/Fees Paid:** \$63,734 **Construction Cost:** \$397,615 **Project #:** 441644-1-58-01 **Project Start:** 4/18/2019 **Project Complete:** 2/29/2020 **Company:** R.J. Behar & Company, Inc.

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

Reference: Mr. Omar Santos Baez, Public Works Engineer; 305-364-6100 ext. 1182; santoso@miamilakes-fl.gov

Role: Resident Compliance Specialist who assisted the Town in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they apply to this project, including the provisions of the U.S. Department of Transportation, the FHWA, and the U.S. Department of Labor. Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT. **Cost/Fees Paid:** \$71,056 **Construction Cost:** \$710,100 **Project #:** 425857-2-58-01 **Project Start:** 4/18/2019 **Project Complete:** 2/10/2022 **Project Length:** 1.28 miles +/-

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

Miramar Parkway Streetscape from 68th Avenue to 64th Avenue LAP Project, Broward County, Florida – City of Miramar/FDOT, District 4/FHWA

Reference: Mr. Alex Shershevsky, Project Manager – Retired

Role: Resident Compliance Specialist who assisted the City in complying with all State and Federal Equal Employment Opportunity (EEO) requirements as they apply to this project, including the provisions of the U.S. Department of Transportation, the FHWA, and the U.S. Department of Labor. Her duties included conducting labor interviews, performing monthly jobsite Bulletin Board inspections, reviewing sublets, and subcontracts, July Reports, review and file certified payrolls as well as loading all documentation into FDOT LapIT.

Cost/Fees Paid: \$130,000 **Construction Cost:** \$1,529,154 **Project #:** 438124-1-58-01 **Project Start:** 6/2018 **Project Complete:** 4/2020 **Project Length:** 0.58 miles **Company:** R.J. Behar & Company, Inc.

Overhead Flashing School Zone Signs LAP Project for CEI Services, Palm Beach County, Florida – Palm Beach County Roadway Division/FDOT, District 4

Reference: Mr. Fattoush Jafar, PE, Ph.D., Traffic Signal & Lighting; (561) 684-4168; fjafar@pbcgov.org

Role: Resident Compliance Specialist: She was responsible for reviewing weekly certified payrolls, maintaining compliance files and spreadsheets, and making certain the contractor conforms to all project EEO/AA requirements. Her responsibilities also include uploading all documentation into the LAP-IT program for FDOT as well as checking the DBE contractor's payments into the EOC system. **Cost/Fees Paid:** \$89,814 **Construction Cost:** \$532,222 **Project #:** FM# 436930-1 **Project Start:** 4/17/2018 **Project Complete:** 4/6/2020 **Project Length:** Multiple Sites **Company:** R.J. Behar & Company, Inc.

Saga Bay Sub-Basin, Miami-Dade County, Florida – Town of Cutler Bay

Reference: Mr. Alfredo Quintero, Public Works Director; 305-234-4262; aquintero@cutlerbay-fl.gov

Role: Administrative Assistant who monitored contractor pay items, held progress meetings, prepared the meeting agendas, processed payment applications, monitored shop drawings and RFIs, performed Temporary Traffic Control Plan Reviews including the coordination of lane closures, carried out the stormwater pollution prevention plan site reviews, per NPDES requirements. She also completed the final close-out of the project. **Costs/Fees Paid:** \$62,394 **Construction Cost:** \$494,300 **Project #:** 01728 **Project Start:** 6/25/2018 **Project Complete:** 2/2019 **Project Length:**

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



EDUCATION

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

YEARS OF EXPERIENCE

11 Years

YEARS WITH RJ BEHAR

2015 – Present / 2006 – 2010

OFFICE LOCATION

Pembroke Pines

CERTIFICATIONS

TIN #: F254533883350

- Advanced Maintenance of Traffic
- Earthwork Level I & II
- Asphalt Paving Level I & II
- ACI Concrete Field Inspector I
- ACI Concrete Transportation Construction Inspector II
- ACI Concrete Field Testing Technician
- Final Estimates I & II
- FDOT Concrete Field Technician Level 1
- Pile Driving
- Drilled Shaft
- QC Manager
- PTI Grouting Technician I
- PTI Post Tensioning Technician
- IMSA Traffic Signal Inspector
- IMSA Traffic Signal Technician Level I
- Stormwater Erosion Sedimentation Control Inspector
- Hazmat/Nuclear Radiation
- FDOT MSE Walls Certification
- FDOT Critical Structures
- FDOT Wage and Labor Training
- CSX Railroad Worker Protection
- FDOT MAC Training

ENGINEERING EXPERIENCE

Mr. Fasanella obtained his CTQP certifications, worked as an inspector aide shadowing senior inspectors and is currently working as an Inspector. He observes and inspects ongoing construction work, reviews plans and specifications to ensure that work complies, conducts laboratory sampling, maintains a daily activity of work in progress and status of completion and discusses construction related problems with his supervisor, records and reports observations including video and digital pictures, and performs other job responsibilities as assigned. He started his career in the traffic/transportation department of R.J. Behar & Company, Inc. He was responsible for performing numerous turning movement counts. He set up automatic traffic recorders (ATRs) for volume counts, speed studies, etc.

RELEVANT EXPERIENCE

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

Reference: Mr. Jonathan M. Vogt, Town Engineer, (954) 797-1082; jonathan_vogt@davie-fl.gov

Role: Inspector: He performed daily inspections, producing weekly reports, monitoring the contractor's pay items, attending progress meetings, monitoring shop drawings and RFIs, performing Temporary Traffic Control Plan Reviews including the coordination of lane closures, and conducting the material sample reviews. **Cost/Fees Paid:** \$297,438

Construction Cost: \$2,433,873 **Project #:** 433456-1-58-01; **Project Start:** 2/22/2017 **Project Complete:** 12/31/2018 **Project Length:** 0.89 miles **Company:** R.J. Behar & Company, Inc.

Lyons Park Neighborhood Improvement Project, Construction Management Services, Broward County, Florida – City of Pompano Beach

Reference: Mr. Matthew Kudrna, PMP, Engineering Project Manager II; (954)786-4023; Matthew.Kudrna@copbfl.com

Role: Senior Inspector providing full time construction inspection and material testing for on-site construction inspection services, approval of submittal reviews, coordinating construction material testing services, public involvement, document control and will provide record drawings. This project includes the design for the relocation of the sewers to the street's right-of-way and new lateral services. The project also includes design of water line relocations in areas where there are conflicts with other improvements. All the streets will be reconstructed, with new pavement markings, and completely new stormsewer system, sanitary sewer system, and regraded swales. The design included structural design of seawall repairs for new outfalls. **Cost/Fees Paid:** \$327,700 **Construction Cost:** \$17,659,000 **Project Start:** 8/3/2021 **Project Complete:** 10/2023 **Project Length:** Neighborhood **Company:** R.J. Behar & Company, Inc.

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

Reference: Juan V Gonzalez, Project Manager; (305) 608-9702; Juan.Gonzalez2@miamidade.gov

Role: Senior Inspector responsible for overseeing the maintenance of traffic; monitoring the Contractor's work and assuring that the Contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution

prevention measures associated with the project; reviewing and monitoring compliance with drawings, contract documents, and technical specifications; maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant project changes; interpreting plans, specifications, and construction contract provisions; and maintaining an adequate level of surveillance of the Contractor's activities. **Cost/Fees Paid:** \$144,317 **Construction Cost:** Varied **Project #:** MDC- E19-DTPW-09 - WO1 **Project Start:** 3/3/2021 **Project Complete:** Ongoing **Project Length:** Varied per project **Company:** R.J. Behar & Company, Inc.

Nova Drive Construction Engineering and Inspection (CEI) Services, Broward County, Florida – Town of Davie

Reference: Mr. Jonathan M. Vogt, Town Engineer, (954) 797-1082; jonathan_vogt@davie-fl.gov

Role: Senior Inspector responsible for overseeing the maintenance of traffic schemes and devices in work zones; monitoring the Contractor's work and assuring that the Contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project; reviewing and monitoring compliance with drawings, contract documents, and technical specifications; maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant Project changes; interpreting plans, specifications, and construction contract provisions; and maintaining an adequate level of surveillance of the Contractor's activities. **Cost/Fees Paid:** \$496,280 **Construction Cost:** \$6,425,430 **Project #:** R-2017-309 **Project Start:** 11/2017 **Project Complete:** 01/2021 **Project Length:** 1.29 miles **Company:** R.J. Behar & Company, Inc.

SW 212th Street Drainage LAP Project, Miami-Dade County, Florida – Town of Cutler Bay

Reference: Mr. Alfredo Quintero, Public Works Director, 305-234-4262; aquintero@cutlerbay-fl.gov

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

US-1/Federal Highway Beautification LAP Project, Palm Beach County, Florida – City of Delray Beach/FDOT/Federal Highway Administration (FHWA)

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

Role: Inspector Aide: He was responsible for checking the dimensions of the sign panels to make sure they comply with the MUTCD and FDOT Design Standards, pre and post installation. This project includes widening for a street parking area, the addition of a 4-foot bike lane, new turn left turn lane, new sidewalks, curb and gutter, decorative lighting, milling and resurfacing, including some overbuild areas, pavement markings, drainage modifications, construction of bulb-outs in the radius returns of the side streets, sidewalks, new traffic signal loops at all intersections, new underground traffic signal interconnect system, irrigation, and landscaping. **Cost/Fees Paid:** \$1,443,471 **Construction Cost:** \$12,486,967 **Project #:** 4204121581 & 4204122581 **Project Start:** 2/25/2013 **Project Complete:** 2/28/2016 **Project Length:** 2.4 miles **Company:** R.J. Behar & Company, Inc.

Broward Boulevard from Pine Island Road to I-95, Broward County, Florida – FDOT, District 4

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

Role: Inspector responsible for overseeing the paving, concrete, drainage, and signalization work operations on the project. The project scope consists of providing transit infrastructure elements to support initiatives for a new express bus service. Six intersections along SR-842 were improved with new sidewalk, ADA improvements, crosswalks, curb ramps, bus pad improvements, signing and pavement markings, minor drainage improvements, guardrail replacement, pedestrian detector signals, installation of a new GPS system in all existing controller cabinets at all signalized intersections, milling and resurfacing, and median modification to provide a bus-only left turn at SW 22nd Avenue. **Cost/Fees Paid:** \$70,845 **Construction Cost:** \$713,287 **Project #:** 428024-1-62-01 **Project Start:** 3/2016 **Project Complete:** 3/2017 **Project Length:** 5.75 miles **Company:** R.J. Behar & Company, Inc.

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

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

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



DERETH BEHAR PUBLIC INFORMATION OFFICER

EDUCATION: A.A. Broward Community College

YEARS OF EXPERIENCE
45 Years

YEARS WITH RJ BEHAR
1999 – Present

OFFICE LOCATION
Pembroke Pines

PROFESSIONAL EXPERIENCE

Ms. Behar serves as Office Manager, Human Resource Director, Social Media Specialist, Public Involvement Assistant, and Marketing Director. She also serves as the Corporate Secretary for R. J. Behar & Company, Inc. and is responsible for maintaining and updating the corporate records of the Company. Ms. Behar has over 35 years of technical writing experience. Prior to and while working part-time for RJ Behar, she owned a medical transcription business for 18 years.

RELEVANT EXPERIENCE

Pine Island Road Improvements from Griffin Road to Nova Drive, Broward County, Florida – Broward County Highway Construction and Engineering

Reference: Carolina Bustamante, PE, Broward County Project Manager; (954) 577-4603; abustamante@Broward.org

Role: Public Information Officer who assisted with compiling data for the homeowner's associations within the project area, scheduling public meetings (virtual and in-person), assisting with flyers, responding to requests for information, and facilitating the public meeting. **Project #:** 106002 **Project Start:** 11/03/21 **Project Complete:** Ongoing **Project Length:** 2 miles **Company:** R.J. Behar & Company, Inc.

Lyons Park Neighborhood Improvement Project, Broward County, Florida

Reference: Mr. Matthew Kudrna, PMP, Engineering Project Manager II; (954)786-4023; Matthew.Kudrna@copbfl.com

Role: Assistant Public Information Officer: An extensive public outreach effort was conducted including presentations, workshops, and one-on-one meetings. She obtained all the mailing addresses for the neighborhood, created flyers, acted as a liaison between the City and the firm on requests for information from the residents, prepared boards for presentations, etc. **Cost/Fees Paid:** \$327,700 **Construction Cost:** \$17,659,000 **Project Start:** 8/3/2021 **Project Complete:** 10/2023 **Project Length:** Neighborhood **Company:** R.J. Behar & Company, Inc.

Sidewalk Master Plan, Miami-Dade County, Florida – Town of Medley

Reference: Ms. Mary Cardenas-Aldir, CIP Director; (786) 316-9590; mcardenas@townofmedley.com

Role: Public Information Officer: She was responsible for sending mailing notifications to all residents and business, preparing boards for the presentation, and attending the meetings. The scope of this study included developing a sidewalk master plan to serve as a long-term planning document that would improve pedestrian connectivity, address American with Disabilities Act (ADA) requirements, and identify sidewalk repairs, prioritize projects, while accommodating population growth, future land use, and enhancing multimodal regional connectivity. The sidewalk master plan was developed based on research of existing sidewalk conditions, public input, planning and engineering analysis, and socio-economic conditions of the Town of Medley.

Project #: CIP 0343-1 **Project Start:** 10/28/2022 **Project Complete:** Ongoing **Cost/Fees Paid:** \$104,904.80

Construction Cost: TBD **Company:** R.J. Behar & Company, Inc.

Historic Miramar Drainage System Evaluation, Broward County, Florida – City of Miramar

Role: Public Information Officer: She was responsible for scheduling the meeting, preparing boards for the presentation, and compiling all question and answer surveys from the residents. The scope included hydraulic evaluation, cost estimating physical evaluations, grant evaluations, and a public workshop to present the findings to the residents.

Project Start: 5/2012 **Project Complete:** 12/2012 **Company:** R.J. Behar & Company, Inc.

SR-A1A, Palm Beach County, Florida – Florida Department of Transportation (FDOT), District 4

Reference: Ms. Bing Wang, PE, FDOT PM; (954) 777-4406; bing.wang@dot.state.fl.us

Role: Public Information officer for four community workshops for four city officials, one county official and the public. She prepared the notifications as well as the boards for presentation, prepared the power point slides to demonstrate the decorative lighting options, landscape concepts and the proposed bike lanes; prepared the questionnaires, brochures, and comment sheets; compiled all collected data; prepared meeting minutes and assisted with the final Community Awareness Plan III. The project proposed a major detour, which had to be presented to the public.

Project #: 40361013201 **Project Start:** 04/2003 **Project Complete:** 03/2009 **Project Length:** 5 miles **Company:** R.J. Behar & Company, Inc.



Lee Powers, PSM

Vice-President Sr. Survey Project Manager/ Mobile LiDAR Manager



lpowers@zemangroup.com

Years of Experience: 18

Professional Registrations:

Florida Professional Surveyor and
Mapper #6805

Education:

BS of Land Surveying & Geomatics
Engineering, Purdue University, West
Lafayette, Indiana 2005

Professional Affiliations:

Florida Society of Professional
Surveyors & Mappers
(Palm Beach County Chapter
President July 2021-Present Palm
Beach County Chapter Vice President
2019-2021)

Software Aptitude:

MicroStation \ Open Roads
Trimble Business Center
AutoCAD Civil 3D
TopoDOT
ArcGIS
Cloudworx
CAiCE Visual Transportation
Electronic Field Book
GeoPAK
Hector Vector FDOT GPS Processing

Lee Powers has practiced Land Surveying in South Florida since 2005 and earned his licensure in 2010. Lee has spent the last 18 years producing boundary (both acreage and coastal), topographic and geodetic surveys, recovering rights-of-way, and preparing right-of-way maps and plats for both public and private sector clients. Lee also mentors staff with LiDAR point cloud extraction and laser scanning techniques. He has a proven record of meeting schedules and budgets while exceeding client's expectations. Lee currently serves as a Senior Survey Project Manager and Co-Owner/Vice President of Zeman Consulting Group. In addition to his day-to-day responsibilities, he serves as President of the Florida Survey and Mapping Society, Palm Beach Chapter.

Relevant Experience:

FDOT District 1 – State Road 60, Polk County, FL – FM 449276-1-32-01 (Feb. 2023 – May 2023): Mr. Powers served as a Senior Project Manager for the design survey for approximately 6 miles of State Road 60. Mobile LiDAR was utilized to capture all pavement data. The project tasks included horizontal and vertical control, right-of-way and baseline alignment, topographic survey, DTM, drainage survey, and subsurface utility designation.

FDOT District 2 – State Road 47, Columbia County, FL – Contract #E20X8 (May 2023 – Present): Mr. Powers served as a Senior Survey Project Manager for the design survey for approximately 9 miles of State Road 47 Design-Build project. Mobile LiDAR was utilized to capture all pavement data and preparation of digital terrain model (DTM).

FDOT District 4 Districtwide Survey Contract, Broward, Indian River, Martin, Palm Beach, and St. Lucie County, FL – FM 423447-4-32-01 (Sept. 2011 - Sept. 2016): Mr. Powers served as Senior Project Surveyor for this General Services Districtwide Contract. Typical project types included right-of-way recovery, stakeout of the existing right-of-way, control surveys, right-of-way mapping, boundary surveys, topographic surveys, Digital Terrain Modeling, and setting of aerial targets in support of aerial photogrammetry. Over 81 task work orders were successfully completed under this contract.

FDOT District 4- Boynton Beach Boulevard, Palm Beach County, FL – FM 429258-6-32-01 (Nov. 2021 – Mar. 2022): Mr. Powers served as Senior Project Surveyor for this full-design topographic and control survey. This was a TWO under a Continuing Services contract for Minor Engineering Design. The project was for the design of a new turn lane that included cross sections, a Digital Terrain Model (DTM), baseline recovery, and establishing horizontal and vertical control monumentation.

Florida Turnpike Enterprise – Turnpike Spur, Miami-Dade County, FL – FM 423373-5-32-01 (April 2020 – Mar. 2021): Mr. Powers served as Senior Project Surveyor for this 3.75-mile off-system roadway project was a design survey for mobility. Overall project included a new survey baseline and right of way establishment, setting mobile LiDAR Targets, Mobile LiDAR 3D laser scanning and mapping, PNC sheets, drainage survey, sectional survey, utility designates and above ground (aerial) utilities.

FDOT District 4 – Bayview Drive, Fort Lauderdale, Broward County, FL – FM 438118-1-32-01 (Nov. 2019 – April 2021): Mr. Powers served as Senior Project Surveyor for this 3.75-mile off-system roadway project was a design survey for mobility. Overall project included a new survey baseline and right of way establishment, setting mobile LiDAR Targets, Mobile LiDAR 3D laser scanning and mapping, PNC sheets, drainage survey, sectional survey, utility designates and above ground (aerial) utilities.

FDOT District 1 I-75 West of Toll Plaza, Naples, FL – FM 446344-1-32-01 (Dec. 2020 – Mar. 2021): Mr. Powers served as Senior Project Surveyor for this 2-mile design survey in support of the milling and resurfacing of I-75. The survey included topography, horizontal and vertical control, laser scanning, and right-of-way mapping.

FDOT District 4 - SR 76, Martin County, FL - FM 446256-1-32-01 (July 2022 – Oct. 2022): Mr. Powers served Senior Project Surveyor for this full-design topographic and control survey. This was a TWO under a Continuing Services contract for Minor Engineering Design. The project was for the design of a new turn lane that included cross sections, a Digital Terrain Model (DTM), baseline recovery, and establishing horizontal and vertical control monumentation.

FDOT District 4 Lake Ave and Lucerne Ave, Palm Beach County, FL – FM 446104-1-32-01 (Aug. 2020 – Mar. 2021): Mr. Powers served as Senior Project Manager for the design survey for the milling and resurfacing of both roadways from A Street to west of the bridge over the Intracoastal, 2.0-miles within downtown Lake Worth. The project included horizontal and vertical control, right-of-way and baseline alignment, topographic survey, DTM, and subsurface utility designation. In addition, 20 Intersections were laser scanned and improvements were extracted from the point cloud.

FDOT District 4 SR A1A in Fort Lauderdale, Broward County, FL - FM 423447-4-32-01 (Aug 2012 – Dec 2012): Mr. Powers served as Project Surveyor for this 6.3-mile control, design, right-of-way and construction surveying project. The baseline of survey was recovered from the 17th Street Causeway to NE 20th Street. Significant scope was added to this TWO as a fast-track task in this project which included a topographic survey of the beach from Sunrise to NE 18th Street.

FDOT District 4 I-95 in Indian River County from County Road 512 to Brevard County Line, Indian River County - FM 423447-4-32-01 (Nov 2009 – Apr 2010): As the Project Surveyor for this 4.0-mile surveying and mapping project, Mr. Powers was responsible for all field survey activities, control survey maps and design surveys to support a planned RRR Project. This project required a detailed sectional and subdivision survey through the rough scrub brush to recover original monuments for baseline and right-of-way determination. This survey also required an extensive control survey to support the topographic survey and aerial photogrammetry that was combined into a single DTM.

FDOT District 4 County Road 68/Orange Avenue, St. Lucie County - FM 423447-4-32-01 (Jan. 2014 – June 2014): Mr. Powers served as Project Surveyor in support of the design- portion of the 5.8-mile project from Grave Road to Kings Highway. New primary and secondary control points were set per FDOT District IV guidelines as needed to support the survey and construction needs of the project. This project included developing the historical baseline of survey as well as numerous cross-sections to support this shoulder re-design project. The team was also required to perform the necessary utility locates.

FDOT District 4 State Road 816 / Oakland Park Blvd from NW 30th Ave to Interstate 95, Broward County, FL - FM 439990-1-32-01 (Nov. 2019 – Mar. 2020): Mr. Powers served as Project Surveyor on this 1.83-mile Topographic Drainage Survey including Cross Sections at 500-foot intervals, DTM at intersections for Mast Arms and Drainage As-Builts. The team was also required to perform the necessary utility locates. Survey baseline and right-of-way were provided by District.

FDOT District 4 State Road 814 / Atlantic Boulevard, Broward County, FL - FM 423447-4-32-01 (March 2013 – Oct 2013): Mr. Powers served as the Project Surveyor on this 1.0-mile control survey and right-of-way mapping project including baseline and right-of-way determination along this township line roadway. Lee was the signing surveyor of the right-of-way control surveys. He planned the GPS sessions and oversaw the technicians in the processing of the primary and secondary survey data and performed calculations for the right-of-way map, reviewed title searches for the length of the corridor and supervised the technicians who completed the final drafting.

Michael Ross, PSM, PLS

Senior Project Surveyor



mross@zemangroup.com

Years of Experience: 38

Professional Registrations:

Florida Professional Surveyor and Mapper #6622

North Carolina Professional Land Surveyor #L-5322

New Jersey Professional Land Surveyor #36756

Massachusetts Professional Land Surveyor #46864

Rhode Island Professional Land Surveyor #2517

Connecticut Professional Land Surveyor #70456

Professional Affiliations:

Florida Surveying and Mapping Society (FSMS)

Software Aptitude:

MicroStation\Open Roads
AutoCAD Civil3D
Trimble Business Center
Geopak
Leica Cyclone
ArcGIS

Michael Ross brings over 38 years of experience in all facets of professional surveying and mapping operations which include project management, new business development, financial oversight, and operational management. Michael's professional experience includes transportation design surveys, boundary surveys, topographic surveys, right-of-way mapping, utility locating and mapping, and construction survey support for various DOT Districts and public and private sector clients throughout Florida, North Carolina, and the Northeast.

Relevant Experience:

FDOT Florida's Turnpike Enterprise, Misc. Survey Services Contract, South System.

Michael served as Senior Project Surveyor for this contract that included establishment of project network control (PNC), topographic design surveys, right-of-way mapping, utility designations, drainage surveys and baseline determination.

FDOT Florida's Turnpike Enterprise - Veterans Expressway from Gunn to Van Dyke.

Served as Senior Project Surveyor for a project that included the recovery of existing Primary Network Control and placement of 139 aerial targets for the photogrammetric survey over approximately 6.1 miles. Control sheets (CTL) were prepared depicting the results of the control survey. 3D laser scanning was performed for nine bridges and hydrographic surveys were performed for 12 retention ponds. This effort also included detailing all outfall structures within each pond. Approximately two miles of flagged wetlands were located and stored in the database.

FDOT District 4 - Districtwide Miscellaneous Surveying and Mapping Services

Contract. As Senior Survey Manager for this contract, Michael successfully managed over 85 task work orders that included establishment of project network control (PNC), topographic design surveys, right-of-way mapping, utility designations, drainage surveys and baseline determination. All work was performed in accordance with criteria established by the Department's Highway Field Specifications, D.O.T. Survey Handbook, District 4 Survey Guidelines, CADD Production Criteria Handbook and complied with the minimum technical standards for land surveyors rule 5J-17.

FDOT District 7 - Districtwide Miscellaneous Surveying and Mapping Services

Contract. As Senior Survey Manager for this contract, Michael successfully managed over 15 task work orders that included establishment of project network control (PNC), topographic design surveys, right-of-way mapping, utility designations, drainage surveys and baseline determination. All work was performed in accordance with criteria established by the Department's Highway Field Specifications, D.O.T. Survey Handbook, District 7 Survey Guidelines, CADD Production Criteria Handbook and complied with the minimum technical standards for land surveyors rule 5J-17.

FDOT Florida's Turnpike Enterprise, HEFT from Kendall Drive to SR836, Miami-Dade

County, FL. Michael served as Senior Project Surveyor for a design survey that included bridge scanning, topographic survey, hydrographic surveys and establishment of historical baseline and right-of-way for a PD&E study.

FDOT District 4 - SR820 (Pines Boulevard). Served as Senior Survey Manager for the coordination and development of a right of way control survey, right of way (Genesis) maps and right of way monumentation maps for a fourteen (14) mile portion of SR 820 (Pines Blvd.). Right of way stakeout, establishment of primary and secondary control to locate existing features, section corners, and right of way points using Global Positioning System (GPS) surveys was also completed for the project.

FDOT Florida's Turnpike Enterprise, HEFT from Campbell Road to US 1, Miami-Dade County, FL. Michael served as Senior Project Surveyor for a design survey that included bridge scanning, topographic survey, hydrographic surveys and establishment of historical baseline and right-of-way for a PD&E study.

FDOT District 4 - SR 811 (Northlake Boulevard). Served as Senior Survey Manager for a design and aerial survey for a 1.3-mile section of SR 811/Northlake Boulevard through an urban and commercial downtown area of Palm Beach Gardens. Established primary and secondary control to locate existing features, aerial targets, section corners, and right of way points and completed detailed DTM surveys of two bridge locations along the project corridor.

FDOT District 7 - SR 580 (Main Street) from Enterprise to Countryside. Served as Senior Survey Manager for a project that included a topographic survey, determination of historical baseline and right-of-way and preparation of a digital terrain model (DTM), 3D laser scanning at intersections, establishment of horizontal and vertical control, placement of aerial targets for fixed wing photography, drainage survey and preparation of a right-of-way map.

FDOT District 4 - I-95 (State Road 9). Served as Senior Survey Manager for a design survey for a 3.2-mile section of SR 9/I-95. Work efforts included establishment of historical baseline of survey and existing R/W lines, setting of primary and secondary control to locate existing features, aerial targets, section corners, and right-of-way points, and numerous DTM surveys within the project corridor.

FDOT District 7 - SR685 (Henderson Blvd) from SR600 to SR60. Served as Senior Survey Manager for project tasks that included a topographic survey, determination of historical baseline and right-of-way and preparation of a digital terrain model (DTM), 3D laser scanning of the project corridor, establishment of horizontal and vertical control, placement of aerial targets for fixed wing photography and a drainage survey.

FDOT District 4 - I-75. Served as Senior Survey Manager for a project that included obtaining vertical data for over 950 LAMP targets along I-75, Florida's Turnpike, and multiple cross streets. A drainage survey was performed for locating and detailing over 150 structures within the project corridor. XYZ data, pipe sizes, type, condition, and flow line data was acquired for each drainage structure.

FDOT District 4 - SR A1A. Served as Senior Survey Manager for a design and aerial survey for a 0.9-mile section of SR A1A Avenue through an urban and commercial area leading to Fort Lauderdale Beach. Coordinated development of the right-of-way control survey and right of way (Genesis) maps. Established primary and secondary control to locate existing features, aerial targets, section corners, and right of way points and completed detailed DTM surveys of two (2) drainage outfall areas.

South Florida Water Management District - General Surveying and Mapping Services Contract. Michael served as Senior Survey Manager for this contract that covered a wide range of general surveying tasks, including construction stakeout, ground control for the Vertical Datum Upgrade Program, boundary surveys, right-of-way surveys, topographic surveys to create digital terrain models, cross-section surveys, wetland location surveys, GPS surveys, Geodetic control surveys, photo control surveys. All work was performed in accordance with applicable Minimum Technical Standards and procedures, SFWMD standards and providing plan deliverables in requested CADD and/or ARC/INFO GIS formats.

Contact Information

954.417.8412
aalba@arehna.com

12296 Wiles Road
Coral Springs, Florida 33076

Licenses

Professional Engineer
Florida Registration No. 58538, 2002

Experience

24 years total
8 years at AREHNA

Education

Master of Science, Civil Engineering
(Geotechnical)
Massachusetts Institute of
Technology, 1998

Bachelor of Science,
Civil Engineering
University of Puerto Rico, 1995

Career Summary

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

Project Experience

District-Wide Geotechnical and Materials Testing, District Six, Miami-Dade County, Florida Ms. Alba serves as a Senior Geotechnical Engineer for this task-order contract. Scope of work has included pavement coring and geotechnical support of in-house design projects.

General Engineering Consultant Program Management, Miami-Dade Expressway Authority, Miami-Dade County, Florida Ms. Alba served as the Project Manager/Senior Geotechnical Engineer responsible for providing geotechnical engineering and construction materials testing quality assurance verification services. She performed reviews of the geotechnical engineering reports for the associated new structures and roadway improvements for the new SR 826 and SR 836 interchange, which includes the construction of a four-level interchange with construction costs anticipated to be in the range of \$500 million.

SR 826 and SR 836 Interchange (Design Build), District Six, Miami, Florida Ms. Alba provided QA reviews on behalf of the owner for the geotechnical engineering reports for the associated new structures and roadway improvements for the new SR 826 and SR 836 interchange, which includes the construction of a four-level interchange with

construction costs in the range of \$500 M.

Soils, Foundation, and Materials Testing Services Miami-Dade County, Florida Ms. Alba served as the Project Manager/Senior Geotechnical Engineer for the contract, which included geotechnical, construction materials testing and inspection services for the construction of various improvement projects, including water main extensions, intersection improvements, and sidewalks, for various Miami-Dade County departments, including Miami-Dade Water and Sewer, Public Works, Dade Aviation Consultants, and Parks and Recreation.

Continuing CEI and Design Services for Roadway and Traffic, Broward County, Florida Ms. Alba provides geotechnical engineering and materials testing services for this design and roadway improvements continuing services contract. Projects consists of roadway improvements, bridge design and replacement, miscellaneous structures, traffic safety, signing, subarea/corridor planning, signalization and drainage systems.

5th Street Bascule Bridge Replacement, FDOT District Six, Miami, Florida Ms. Alba served as the Senior Geotechnical Engineer responsible of preparing geotechnical reports for the new replacement 4-lane Bascule Bridge over Miami River, including the approach roadways and bulkheads. Performed engineering analysis that included evaluation of pier mat foundation alternative, evaluation of the static tension and lateral load tests results for 24-inch square concrete piles. She performed evaluation of additional pile capacity and reviewed the PDA and CAPWAP results regarding evaluation of cofferdam concrete seal.

Winston Orellana

SENIOR ENGINEERING TECHNICIAN/LAB MANAGER



Contact Information

954.417.8412

worellana@arehna.com

12296 Wiles Road
Coral Springs, Florida 33076

Licenses

TIN: 064588169

FDOT CTQP Certifications

Concrete Lab Technician Level I
Aggregate Base Testing Technician
Aggregate Testing Technician
Qualified Sampler Technician
LBR Technician
Asphalt Plant Technician Level I
Earthwork Construction Inspection –
Level I & II
Concrete Field Technician

ACI Certifications

ACI Concrete Strength Testing
Technician
ACI Aggregate Base Testing
Technician
ACI Aggregate Field Testing
Technician
ACI Aggregate Laboratory
Testing Technician Level I Certified
Nuclear Safety and
Transportation of Hazmat
Emergency Action Plan
FEMA IS-00800.b (National
Response Framework)

Experience

20 years total
4 year with AREHNA

Education

Vicente Rocafuerte University
Ecuador, 1992

Career Summary

Mr. Winston Orellana is a Senior Engineering Technician responsible for running soil compaction tests (Proctors) and assists in overseeing the production of the Proctors, LBR, and other soil laboratory procedures. Mr. Orellana's experience also includes Wash 200s, liquid limit, plastic limit, organic content, and pH of soils. He also verifies calculations run by other technicians and reports laboratory data. Mr. Orellana has had technical training and hands-on experience in concrete laboratories and is familiar with field testing, such as soil density using the nuclear gauge method, drive sleeve or sand cone, and concrete sampling, slump, air content, and cylinder forming. In addition, he performs maintenance and calibration of laboratory equipment.

Project Experience

District-Wide Geotechnical and Materials Testing, District Six, Miami-Dade County, Florida Mr. Orellana coordinates field and laboratory testing for this task-order contract. Scope of work has included pavement coring and geotechnical support of in-house design projects.

District-Wide Materials Lab Testing and Construction Support, District Four & Six, Davie, Florida Mr. Orellana served as a Laboratory Engineering Technician and was responsible for lab verification testing for soils, density and compaction testing, concrete compressive strength, sieve analysis, concrete mix designs, and organic impurities. Also assisted with recording and documentation of records for projects.

Construction Materials Testing and Inspection, City of Miami Beach, Miami Beach, Florida Mr. Orellana served as the Senior Engineering Technician responsible for LBR testing, maximum dry density and optimum moisture determination of soil samples and concrete compressive strength testing. Project included demucking and backfilling observation and soil and concrete testing for a golf course cart storage facility.

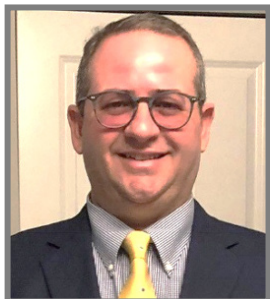
North Bayshore Drive Testing Services, City of Miami, Florida Mr. Orellana served as the Laboratory Engineering Technician responsible for LBR testing, maximum dry density and optimum moisture determination of soil samples and concrete compressive strength testing. Project included performing earthwork testing services, density tests, laboratory proctor, sieve analysis, and concrete strength tests.

I-595 Design Build, District Four, Fort Lauderdale, Florida Mr. Orellana served as Laboratory Engineering Technician/QA/QC for this design-build project consisted of roadway improvements for approximately 10.3 miles of multi-lane, east-west connector between I-75 from the west to just shy of I-95 to the east; including addition of three new reversible toll lanes in effort to alleviate traffic congestion, 65 new and existing bridge widening and upgrades, and improvements to existing roadways and ramps. Services include geotechnical exploration consisting of about 2,700 supplemental soil borings and/or testing and monitoring of varying depths for an approximate total 71,000 linear feet of depth and supported laboratory testing.

Continuing CEI and Design Services for Roadway and Traffic, Broward County, Florida Mr. Orellana coordinates field and laboratory testing for this design and roadway improvements continuing services contract. Projects consists of roadway improvements, bridge design and replacement, miscellaneous structures, traffic safety, signing, subarea/corridor planning, signalization and drainage systems.

Broward Mobility - SW 21st Street Complete Streetscape Improvement, City of West Park, Broward County, Florida Mr. Orellana served as Laboratory Engineering Technician for this project which consisted of milling and resurfacing the existing roadway lanes, roadway widening to provide more parking and swales. The site is located within a commercial and residential area and is approximately 1.5 miles long.

TAB D. PROJECT TEAM QUALIFICATIONS



NESTOR SANTANA, PE, SENIOR PROJECT ENGINEER, has 28 years of experience in civil, construction management for new construction and remedial projects of water/wastewater modernization programs of existing structures for the educational, pharmaceutical, sports and recreation, commercial sectors, and roadway. He has been the Senior Project Engineer on 25 office-system LAP projects for numerous municipalities. Mr. Santana brings specific relevant experience in civil work projects related to construction of roadways, structures (concrete and steel), pumping stations, spillways, culverts, bridges, as well as site preparation to find technical solutions under difficult soil, foundation, and climatic conditions. He possess the FDOT Advanced Temporary Traffic Control Plans and several other FDOT Construction Training & Qualification Program (CTQP) certifications. He will be responsible for overseeing the project and ensuring all deliverables are met.



STACY SOOKDEW-SING, PROJECT ADMINISTRATOR, has more than 19 years of experience as a Project Administrator, Grants Manager, Contract Support Specialist, Senior Resident Compliance Specialist, as well as a Public Information Officer, and Inspector on a variety of projects throughout Miami-Dade, Broward, and Palm Beach Counties for the FDOT and local agencies. Her experience includes working on and closing out over 147 Local Agency Program/Federal Funded projects. Her expertise in this area includes performing as the Oversight Construction Engineering and Inspection (OCEI) services for the FDOT, District 4.

ZUGEIL VELEZ, RESIDENT COMPLIANCE SPECIALIST, is involved in ensuring the goals of the anticipated Disadvantage Business Enterprise (DBE) statement are achieved per established Federal and State regulations, which necessitates monthly examining of payments to the prime contractor and/or subcontractors. She aids the Office Support Specialist with Site-management entries, as well as monthly progress estimates. Ms. Velez assists the Project Engineer by preparing and processing weekly reports, monthly progress reports, standard weather letters, data entries and monthly invoicing and uploading all documentation into the GAP system for FDOT. She also serves a Public Information Officer on multiple projects, assisting with fliers, community awareness, and public meetings. She monitors all DBE payments in the EOC system. She has previously worked for the City of Hollywood before on the Colbert Elementary School CEI LAP Project.



LOGAN FASANELLA, SENIOR INSPECTOR brings over **11 years of experience** working as an inspector on projects for **FDOT, District 4 Broward Ops, Broward County, Miami-Dade County, and numerous municipalities**. He has obtained numerous certifications and experience including running the City of Pompano Beach Neighborhood Improvement Project with a **project cost of \$18 million** and Nova Drive Improvements Project for the Town of Davie with a **project cost of \$6 million**, where he performed as the **Assistant Project Administrator, Contract Support Specialist, and Senior Inspector**. He has been accountable for reviewing and monitoring compliance with contract documents; maintaining complete and accurate records of all activities and events relating to the project; verifying quantities and performing final closeout of projects. Mr. Fasanella brings recent and relevant signalization, lighting, drainage,

roadway widening, very specialized sidewalk spread footer work and pavement resurfacing experience and exceeds all required qualifications and certifications.

The **RJ Behar Team** includes two subconsultant firms to provide the City with professional services under this request for qualifications. We can perform all the functional areas of interest listed under the scope of services for which the City wishes to complete this construction engineering inspection project. We have worked with our subconsultants on numerous municipal projects, so there is no learning curve. We are all ready to perform each of the functional areas of services.

Tab E.

APPROACH TO SCOPE OF WORK



Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

TAB E. APPROACH TO SCOPE OF WORK

UNDERSTANDING OF THE CITY'S NEEDS FOR BEVERLY PARK SIDEWALK NETWORK

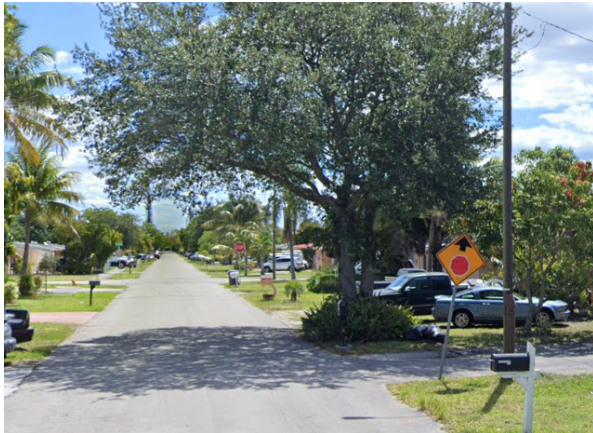
The City of Hollywood needs to replace and construct a new sidewalk network in the area known as Beverly Park, in accordance with plans and specifications prepared by Kimley Horn and Associates, Inc. The project is funded through the Florida Department of Transportation (FDOT) Local Agency Program (LAP) and will require that the selected contractor comply with all FDOT and Federal contract conditions. At **RJ Behar**, this is our “bread and butter,” as we specialize in working with LAP Funded Projects with various cities and towns throughout South Florida. We are also FDOT Certified for Work Type 10.1 – Roadway Construction Engineering Inspection, another requisite for this project and all our inspectors are CTQP Certified.

GOALS AND OBJECTIVES

Our goals and objectives in this project will begin with providing qualified and certified staffing to the project, in a timely manner, and ensuring that the contractor adheres to all LAP Federal Aid Contract Compliance Requirements. We will maintain and update project monthly status reports, record daily activities on daily work reports (DWR) with descriptive photographs; ensure effective Maintenance of Traffic (MOT); oversee and ensure safety and protection at the worksite, minimizing impacts to residents, businesses, and commuters; be proactive with public involvement information and project coordination, ensuring a seamless integration between the City, the contractor, and all interested stakeholders. We will provide effective and timely coordination with the utility owners and agencies, ensure ADA compliance, ensure adherence with all contract compliance requirements, quality control/quality assurance program, establish a material certification process at project start, and perform timely and accurate submittal of final estimates and the close-out package, ensuring the project is completed on time and within budget.

AWARENESS OF PROJECT ISSUES:

In preparation for this proposal, the **RJ Behar Team** reviewed the request of qualifications and scope, reviewed the provided construction plans, conducted site visits, reviewed available web-based information with the objective of obtaining a comprehensive understanding of the proposed scope of work. During this process, our team identified some of the major challenges and observations to be aware of during the construction of this project, such as:

LOCATION	OBSERVATION	RESOLUTION
Flagler Street from SW 66 Avenue to SR-7	Mailboxes are very close to the roadway to be protected. Multiple driveways with large trees to be removed along the road to install the proposed sidewalks. 	We will continuously communicate with property owners when tree removal is required near their driveways and during sidewalk installation activities. We will ensure the contractor installs the required root barrier system in the locations required to protect the newly installed sidewalks from lifting in the future. We will ensure the contractor maintains driveway access, if possible, and always complies with sidewalk closures to maintain pedestrian access. RJ Behar will ensure mailbox protection and work with the postal service, if needed. Should there be a possible need of relocation of the mailboxes, we will work with the contractor for proper location.

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

LOCATION	OBSERVATION	RESOLUTION
Fletcher St. from SW 66 Ave. to SR-7	KIA Dealership employee and customer parking on both sides of Fletcher Street (south side has existing sidewalk, however cars parked on both side of roadway). 	We will coordinate with the Car Dealership's Management, to facilitate a location for additional parking during construction and the installation of sidewalk. We will work with the city to remove any obstructions and prevent any delays the contractor might encounter due cars parking in the area during the construction.
Mayo Street from SW 66 Avenue to SR 7	Daycare center at 6010 Mayo Street, parking issue, large trees, driveway elevations, hedges to street. 	RJ Behar will coordinate with the Daycare Center's management to avoid cars being parked during construction. We will work with the affected residents on hedge removal in their front yards. Also, we will coordinate and list any hedge not accounted for in the plans to be remove before the bidding process and avoid change orders.
Wiley Street from Pines Parkway to SR-7	Driveways with drainage issues. 	The plans in this area require milling, regrading, and resurfacing the driveways. RJ Behar will ensure that all the water ponding is redirected to the proper swales, ending the current ponding issue, avoiding any potential hazard on the road.

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

LOCATION	OBSERVATION	RESOLUTION
Plunkett Street from Pines Parkway to SR-7	Multiple driveway issues, stamped concrete, pavers, and tree canopy. 	RJ Behar will work with the contractor in this area to ensure tree protection is placed to preserve the trees which are to remain. Close coordination will be made with property owners and the contractor to ensure driveway restoration is done correctly to minimize complaints to the City.
Rodman Street from SW 66 Avenue to SR-7	Mailboxes, utility poles, large and small trees in ROW 	RJ Behar will be in constant communication with the homeowners in this area and with the contractor to ensure driveway access, compliance with sidewalk closures, and with the required root barrier to protect the trees and the new sidewalk and roadway, as necessary. There will be constant interaction with the owners on the protection and relocation of the mailboxes.

Other issues that will be addressed throughout the project include:

- Sidewalk elevation control issues can create ponding water situations in the area. We will be on top of the contractor verifying the proposed elevations to avoid this.
- The plans call for 111 trees to be removed and a large percentage of them are more than 40 ft. tall with 6 ft. trunk diameter.
- There are some properties with sprinklers systems and the pay item list shows the item as a lump sum. **RJ Behar** will recommend quantifying the pay item to avoid change orders or claims from the contractor.
- There are several pay items without quantities, which will be addressed before the bidding process to eliminate them from the list and avoid any claims or confusion.
- Pay Item Number 20 states the removal of existing asphalt with 5,500 SF, however, there is no legend or location in the plans for this. Our team has worked with the Engineer of Record (EOR), Mr. Viola, from Kimley Horn, on numerous LAP projects before with a similar scope of work, and we work with him to identify the precise location of this pay item.
- Water meter impacts: There are 41 water meter boxes listed to be adjusted throughout the project and we will review the quantity and feasibility of the adjustment to mitigate any claim, such as relocation or broken water meter steel cages, and protection of the meter itself. We will strictly coordinate with the City's Project Manager and Water Department's Project Manager that all the related activities are in the best interest of the City.

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

- **RJ Behar** will assume that the EOR tested the swales for percolation, but we will independently test some of them randomly to ensure we have good drainage after we finish the reconstruction and regrading of the swales in the project. If we notice any anomalies, we will notify the City and EOR to search for a solution that resolves the problem of flooding and ponding water.
- Regarding the thermoplastic material, **RJ Behar** will ensure that the contractor and subcontractor comply with materials specifications, all products are on the FDOT APL Products List and with the required testing to be approved by Broward County Traffic Engineering Division. We currently have CEI projects with the City of Pembroke Pines and have been collaborating with Mr. Carmelo Caratozzolo, PE and Mr. Paul Yang, PE on the final inspections of these projects.
- For the new sidewalk and Detectable Warning Systems (DWS), we will ensure compliance with ADA standards for 2% maximum cross slope, and that ramps comply with the minimal requirements of slope.
- All incorporated materials will comply with Buy America – Build America certification process as per Federal Funds Project requirements. We have recently encountered contractors are having difficulties complying with this creating an issue that could cause delays on the material procurement and delivery, penalizing the Local Agency on their reimbursements affecting the financial status of the Agency. Our staff is experienced with these possible issues and will work with the contractor to ensure the City receives timely reimbursements.
- There are numerous driveways along the corridor needing reconstruction. **RJ Behar** will be very vigilant beginning with the demolition and finalizing with the compaction and proper elevations to eradicate any ponding of water and that those slopes are redirected to the newly regraded swales.
- Matching Existing Concrete: **RJ Behar** will be cognizant of the concrete, as the existing concrete must match the proper elevation relative to the new concrete sidewalk installation. There could also be obstructions that need to be addressed, which our field staff will identify and ensure the contractor maintains the required elevation for ADA compliance. For the existing elevation issues, we will investigate and take spot elevation checks to verify the actual problems before the contractor tries to submit a claim. We are committed to this project and to keeping the City's budget within the best possible percentage related to the original contract cost.
- The tree removal and high voltage power lines in the area are challenging tasks. **RJ Behar** will conduct a meeting with all the stakeholders, starting with FP&L and the contractor to establish lines of communication and safety guidelines before performing the activities.
- Existing signs to be protected: The plans indicate that the contractor needs to protect "stop and other type of traffic signs." We recently encountered, on similar projects, that some of these signs have been removed or do not exist, which will require a change order from the contractor. **RJ Behar** will provide an inventory of these signs and recommend to the City how to address the missing signs to avoid any change to the contract before construction.

OVERALL APPROACH TO ACCOMPLISHING THE PROJECT

As proficient and trained CEI Consultants, the City of Hollywood can be confident that the **RJ BEHAR TEAM** will perform to the highest of standards and be proactive in all project aspects. Our experience has raised our awareness and overall approach to follow these key project issues:

- Provide qualified and certified staffing for the project in a timely manner
- Ensure adherence with all LAP federal aid contract compliance requirements
- Maintain and update project monthly status reports
- Ensure effective MOT and project safety
- Ensure safety and protection at the worksite
- Minimize impacts to residents, businesses, and commuters
- Provide proactive public involvement and project coordination
- Ensure seamless integration between the City of Hollywood and FDOT
- Effective and timely coordination with utility agencies
- Ensure ADA compliance
- Environmental awareness
- Permits
- Ensure adherence with EEO/AA wages and payroll contract compliance requirements
- Quality Control/Quality Assurance Program
- Maintain complete and accurate project records
- Establish material certification process at project start
- Timely and accurate submittal of final estimates and close-out package
- Ensure the project is completed on time and within budget



R.J. Behar

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

PUBLIC OUTREACH EFFORT DURING CONSTRUCTION

We understand that the work will take place in a community with an active and vocal organization. Communication with residents is extremely important in all projects in residential areas. Informing the public of the upcoming improvements, issuing informative bulletins, etc. is part of this process. We will provide any assistance, as requested, with these efforts. **RJ Behar** could, through the City, coordinate with the private stakeholders involved. We will organize public meetings, one-on-one meetings, conference calls; prepare presentations, brochures, renderings, project graphics, project website, respond to comments, and newsletters. At all public meetings, we will keep minutes or recordings as needed to document these meetings. We have used these services in many of our projects in the past. We performed these on the Lyons Park Improvement Project for the City of Pompano Beach and in Little Country Estates Drainage Improvement Project in the Town of Davie.



COMMUNITY CONSTRUCTION IMPACTS TO BE ADDRESSED/MINIMIZED:

Safety/MOT: Safety is of great importance during the construction project. The **RJ Behar Team** will be dedicated to minimizing the disruption of traffic and exercising extreme care to prevent damage to and interference with the existing utilities, future improvements, and public safety throughout the neighborhood. MOT requires proper installation and key components, assuring the safety of the workers and the traveling public, and keeping everyone aware of scheduled work. We will create a safe environment and assist in maintaining an adequate traffic flow. **RJ Behar** places the utmost importance on MOT prior to and during the entire duration of the project. We will monitor all related operations for strict compliance with the Traffic Control Plan (TCP), FDOT's Design Standard's INDEX 600 and the current MUTCD. Other important features of the MOT include:

- **RJ Behar** will check MOT throughout the day-to-day operations and conduct on-site meetings no less than once per week.
- All flagmen working on the project must be certified and utilize hand-held radio communication. **RJ Behar** will check for valid certifications as part of our quality control program.
- All construction signs, arrow boards, VMS boards, temporary signals, and traffic control devices will be inspected daily.
- **RJ Behar's** Staff will ensure that the pedestrian passage is clean, safe, and free of obstructions. The minimum travel path will be 4 ft.
- All drop-offs will be protected, as per the Standard Index 600.
- Property access will always be maintained.

Noise/Dust Control: Consideration for neighbors regarding noise and dust control are important. The necessary precautions will be enforced during construction. Noise ordinance restrictions will be strictly adhered to, especially during vibratory operations, such as during earthwork and paving compaction and demolition efforts. The use of vacuum broom trucks along with water trucks may be required to keep dust control down to acceptable levels.

Driveway and Street Access Maintenance: Construction work will be planned and executed to minimize any inconvenience to residents and businesses regarding access to sidewalks, driveways, and alleys. The contractor will give written notice of at least 3-5 days to residents and businesses prior to removal of access. On-street parking removal creates a hardship for residents and businesses. The contractor will also provide written notice of at least 3-5 days for the removal of any fences, landscaping, or trees in addition to any other encumbrances in the ROW that is a part of the scope of the work. Parking removal time span starts when "no parking" signs are installed prior to sidewalk removal and ends when the signs have been removed after the backfill and/or seeding has been completed. Driveway and roadway access trenches will be covered each night to ensure access to driveways and parking.

U.S. Postal Service: Postal Service should not be interrupted during construction. Mailboxes that are in the ROW and are to be protected will be monitored to ensure the Postal Service can deliver daily. Some mailboxes might need to be removed and



R.J. Behar

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

replaced by the contractor during the construction process, which are not called for in the plans, we will ensure this is a necessity prior to the work being done.

Emergency Service: The contractor will ensure that there is no interruption to neighborhood emergency services (i.e., police, ambulance, fire rescue). Advanced notification to the various emergency response agencies, including fire rescue and police, of any lane closures will be part of **RJ Behar's** ongoing public involvement response task.

Utility Coordination: One of the greatest challenges on any project is the coordination and relocation of utilities. **RJ Behar's Team** will ensure that the contractor coordinates with all existing utility owners throughout the construction of the project and coordinates the utility locators with Sunshine 811 before any construction begins. To identify and resolve any conflicts that may affect the critical path, pre-utility meetings will be taking place with the participation of the EOR, utility representatives and the contractor. The contractor's proposed construction phasing plan will be thoroughly discussed so that all required utility work is performed within time, and within the allowable schedule. The biggest problem we encounter all the time is that the utilities are not located where the utility owner had indicated. The most difficult to deal with are normally gas lines. We would recommend including some more information and notes in the plans to allow the contractor to understand the City's expectations and include that in their bids. Working within the neighborhood streets, only one block should be closed at a time, and temporary signals should be used, pedestrian traffic must be detoured around the work zone, driveway access will always be maintained.



Environmental/Stormwater and Erosion Control: The contractor will provide an Erosion Control Plan for maintaining all erosion and sediment controls throughout construction. The contractor will install proper stabilization measures to minimize erosion, retain sediment, and prevent discharging pollutants. Controls may include installation of filter fabric for inlet protection, litter control and waste collection, controlling offsite vehicle tracking of sediments, dust control, covering trucks with tarps, use of roadway sweepers, and removal of excess dirt from roadways daily. Our team will ensure that all construction activities are performed in compliance with the NPDES permit requirements, within the allowable methods outlined in the approved stormwater pollution prevention plan, and that the contractor implement best management practices (BMP's) to avoid environmental impacts. The contractor's staging area will be carefully reviewed and coordinated with the City's Project Manager to ensure that the proposed location and construction activities do not pose environmental risks or threats to the surrounding areas.

Work will consist of the construction, removal and repair of sidewalk surfaces and appurtenances, including tree removal, and MOT at various locations in the City of Hollywood. Work will vary by location. All locations are subject to change, and the contractor will not proceed at any location without first receiving permission from the Project Manager. Locations may be modified, added, or subtracted, throughout the contract period. Quantities in this bid are approximate only and have been assumed for the purpose of obtaining unit prices. The City of Hollywood expressly reserves the right to increase or reduce quantities as it deems necessary. Any such increases will include an extension of time to the contractor to complete the work. The contractor will, upon receipt of notice to proceed, perform such sidewalk and related work, and will receive compensation for same at the unit prices establish.

VISION, IDEAS AND METHODOLOGY

Cooperation and Coordination with City Staff: Coordination of a multi-member team requires regular attention. All matters related to the project will be coordinated with the City's Staff. We will minimize the City's day-to-day involvement by keeping the City informed electronically. **RJ Behar's** Senior Project Engineer will serve as our focal point of coordination and for providing timely responses and prompt follow-up. Mr. Santana will be the link with the project team. We will always keep the City's Staff well-informed of all project issues. Recognizing that City's Staff may be assigned numerous activities at any given time, we will update the City's Staff by maximizing electronic information transfer (e-mail), utilizing a dedicated project **SHAREPOINT SITE**, with different access permissions depending on the user. All information is timely, archived, and

localized. We will also communicate with video calls and provide prompt meeting minutes. We will schedule progress meetings as often as the project requires.

Partnering: RJ Behar's Team believes and practices a proactive approach to manage and oversee all construction activities, to be able to provide immediate field engineering solutions to resolve critical items or conflicts, prior to issues escalating and causing delays and affecting the overall project schedule and money goals. Our team's experience and training has increased our awareness of potential problems and allows us to be in control and ahead of "the game". We will schedule separate "hand-off" meetings with Kimley Horn (Design Team) prior to having the preconstruction conference, and begin setting up an environment of cooperation, trust, and commitment to the project. It is important to have a clear understanding from the design team as to what commitments have been made to the stakeholders/community and what are the activities that they foresee as potential conflicts during construction. The Partnering approach helps to anticipate, identify, and resolve problems before they impact the project - safety, time, and cost goals, by eliminating or at least reducing conflicts, litigation, and claims. It also enhances the effectiveness of the team, establishes common expectations, understanding, and the means of communicating effectively and resolving issues as they arise. Some of the opportunities that will be created are:

- Effective and Efficient Resolution of Issues
- A Successful Project Closeout
- Higher Performance Rating
- Enhanced Safety
- Increased Collaboration between all Stakeholders

Up-To-Date Technology: The **RJ Behar** Inspection Staff Team will be equipped with laptop computers and high-speed internet air cards, which enables them to have full remote access to their emails, daily document reports, project tracking spreadsheets, etc. These features help to expedite communication with the office staff and City Staff at a moment's notice, as well as entering sample and test information on-the-spot from the project site without having to be physically in the office. Additionally, our inspectors utilize smart phones and tablets that have scanning capabilities, which allows them to transmit any marked up field documentation, plan sheets, etc. to the appropriate parties, which in turn can be resolved in the field without any further delay. Our field inspectors use [Bluebeam Revu](#) to markup and redline their plan drawings and sheets, insert photos and other annotations onto the document page, making it easy, versatile, and an efficient way of sending RFIs and report any project issues to the team. **RJ Behar** understands that availability of fast and reliable information from our inspection team and communication with the City is key in ensuring favorable project quality results. Our staff is capable of video conferencing from the jobsite via web-based meetings to quickly disseminate project issues by having direct communication with the project management team and the Engineer of Record for immediate resolution of issues. Our inspectors obtain the contractors' schedules and ensure that an inspector is always on the site.

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

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

Material Testing and Acceptance: Our CEI Team will review the contractor's Quality Control Plan prior to project commencement for adequacy. It is important that all materials brought to the project come from an FDOT approved source (concrete, steel, asphalt, etc.), be certified, and/or be on the FDOT Approved Products List (APL). The contractor must provide a quality control laboratory to sample and test the materials, as required by the project specifications. The CEI Team will perform the required verification testing. It is also very important that all manufacturing processes take place domestically, according to the "Buy America / Build America" provisions that are required on all Federal (LAP) Funded Projects. The **RJB Team** is very familiar with the LAP Final Close-Out procedures with FDOT Broward Operations and FDOT District Office. Our Team will utilize a tracking and documentation system for pay items and materials sampling to set up logs and spreadsheets. **RJB** will request and schedule courtesy field reviews during the progress of the job (30%-60%-90%) from FDOT Broward



Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

Operations, Final Estimates Administrator. Some of the key highlights for preparing and submitting a zero-error Final Close-Out and Material Certification package include:

- ◆ Final estimate checklist, time folder; quantity overrun-under run summary; weather and holidays extensions
- ◆ RFIs, supplemental agreements; work orders; fuel and diesel adjustments
- ◆ Signed and sealed as built plans, correspondence folder
- ◆ Project documentation is in order and all documents uploaded on GAP.
- ◆ Material certification package; approved quality control plan; monthly & final construction compliance certifications
- ◆ Material test sampling records closed out prior to project acceptance.
- ◆ All contractors' warranty documentation submitted by final acceptance

PROJECT ADMINISTRATION

Schedule Control: **RJ Behar** is completely familiar with the logic involved in scheduling projects. We utilize Primavera software for scheduling, with the Claim Digger application for tracking changes from the original baseline schedule. **RJ Behar** will request and review the contractor's two week look-ahead schedules to forecast upcoming work, and coordinate/monitor the field operations to assist in achieving anticipated target dates. With each progress application for payment, the contractor will be required to submit an updated and revised monthly CPM schedule clearly showing the progress of the construction work and impacts to work activities, if any. **RJ Behar** will closely monitor daily work activities, paying special attention to crew's production rates, which in our experience, serves as another tool and barometer for measuring work performance and forecasting problems and project setbacks.

- ✓ Our Team will review and analyze the contractor's work breakdown structure and compare schedule logic with required construction activities.
- ✓ The contractor's original baseline schedule will be received at the preconstruction meeting, and reviewed by our CEI Team for activities logic, sequencing, duration, milestones, submittals, material procurement, and overall compliance with the contract documents.
- ✓ The CEI Team will monitor the construction phase and compare the contractor's progress schedule to the actual work completed to verify progress payments.
- ✓ Any delays or deviations from the approved project baseline will immediately be brought to the attention of City Staff for remedies to the contractor including but not limited to acceleration, increase manpower and equipment, and authorization of additional workdays/hours.
- ✓ Regarding extensions of time, the CEI Team will verify that any affected activities are on the critical path for the project, and have no float, prior to recommending any approval of time extensions.

RFI's/Shop Drawings Submittals Reviews: **RJ Behar** is aware of the time sensitivity factor in reviewing project submittals from the contractor, such as RFIs and Shop Drawings. We will keep a tracking log for each project submittal, documenting all the major milestones from when date received all the way to the date approved and submitted back to the contractor. Although the FDOT Standard Specifications allows up to 45 days for the review of shop drawing submittals and up to 14 days for RFI's, we will coordinate closely with the EOR and ensure they perform expeditious reviews - within 3 to 5 business days for RFIs, and within 5 to 7 business days for shop drawings.

As-Built Records: The **RJB Team** will maintain, daily, a complete and accurate record of all activities and events related to each project operation and confirm the verification process of all work completed including pay item quantities. Our Project Administrator/Contract Support Specialist will document any significant event or change performed to ensure an accurate As-Built is submitted by the contractor at the end of the project for closeout.

Change Management: In case a contract requires change, the **RJ Behar Team** is adept at managing and implementing contract change in keeping with the provisions defining the steps and procedures required by the City to approve and implement the proposal. **RJB** will strictly adhere to the process, from contract change request (issued by either party) through to claim, if necessary. **RJB's** pro-active management and reporting style will allow the city to implement only the changes it requests or reduces the cost; construction impacts or delays.



Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

Documentation/Records Retention: Keeping accurate day to day records of the project activities, logging, and tracking RFIs and Shop Drawings, and monitoring the construction schedule will be part of **RJB's** ongoing task to ensure that the project is delivered on time. It is extremely important that all project documentation and records be maintained not only throughout the construction period, but for a period of up to five years, as per the LAP Agreement. Our team will ensure that project files contain all required documentation, agency coordination letters, checklists, State LAP Agreements, permits, change orders, preliminary engineering reports, construction records, diaries, field books, material test reports, certified payrolls, labor compliance reviews, EEO reviews, etc., and these are all submitted to the City of Hollywood at the Final Project Close-Out Package. Our CEI Team will make certain that these project documents are received and submitted in a timely manner. Below are some of the guidelines that the **RJ Behar's** Team will implement, so that the City of Hollywood remains in compliance.



- Ensure the Contractors has Equal Opportunity Compliance System (EOC) Access.
- Verify the contractor submitted their bidder opportunity into EOC along with their DBE participation commitment.
- The Job-Site Bulletin Board needs to be in place prior to the first day of work and inspected monthly.
- Attend the initial meeting with the FDOT oversight compliance specialist to review the contract and all the contract provisions.
- Prepare, maintain, and organize the compliance records for the City.
- Submit any payroll violations to the FDOT Oversight Compliance specialist at the end of each month.
- Monitor all DBE activity to ensure the FDOT Commercially Useful Function Forms are filled out at the start of any DBE on the project, and for the First three months they are active.
- Ensure that all DBE payments are entered into GAP System prior to the closeout of the project, to ensure the city gets reimbursed by FDOT.
- Conduct and review Employee EEO labor interviews with Contractor's employees, as per FDOT LAP requirements for contractors to ensure that all DBE and EEO/AA subcontractors are paid timely, and payments are verified.
- Review and Maintain Sub-Contracts in the compliance files as required.

Quality Control: Our CEI Team will review the contractors Quality Control Plan for verification that it meets the overall intent of the contract documents, perform in-house and laboratory verification testing of materials as required, verify that all materials installed at the site meet or exceed the specifications, monitor the delivery and placement of steel, Limerock, asphalt, concrete and all associated materials for adherence to the specifications, perform any and all inspections as required/requested by the engineer for conformance. Periodic Quality Assurance Reviews (QARs) are conducted by FDOT to measure adherence to the established LAP quality assurance procedures. **RJ Behar** will ensure that the City and contractor are in full compliance with all LAP Federal mandates and receives successful QARs from FDOT's District Lap Administrator.

As previously stated, **RJ Behar** has completed over 100 projects administrated under the LAP Program for several municipalities. Many of these projects underwent comprehensive national and state reviews with USDOT, USDOL, FHWA, and FDOT. **RJ Behar** received excellent commendations for each of these successful reviews. The Team proposed for this contract possesses the experience required under the LAP requirements to bring this project to a successful completion.

FINAL PROJECT CLOSE-OUT

The following steps must be taken before the project can be considered finalized:

City Requirements

- Final Inspection has been done, and all outstanding punch-list items completed
- Final payment request submitted with consent of Surety for Final payment
- Receipt of Contractor's Certification of Final Completion
- Submittal of warranty title, releases or waivers of liens from subcontractors, suppliers, others
- Contractor to submit affidavit of payment of debts and claims

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

- Submittal of signed and sealed As-Built Drawings
- Submit to the Engineer all warranties, bonds, certifications, licenses, maintenance agreements, and affidavits for work and equipment.

FDOT LAP Requirements

- Complete Final Cost Estimates
- Final Acceptance must take place
- Final Invoicing to be paid
- Perform Post Construction and Compliance Audits
- District LAP Administrator/Project Manager will perform final inspection of site and complete
- "Local Agency Program Final Inspection & Acceptance of the Federal-Aid Project" form
- Notify the District Work Program Office that the final invoice has been paid.
- Attend the Final evaluation meeting with the district office.
- The Department must now balance and close the Federal project in the fiscal systems for both the Department and FHWA. Excess encumbrances, if any, must be removed
- Contract is closed by District Financial Services Office and Work Program Office

Understanding the City of Hollywood's Vulnerability to the Effects of Climate Change and Sea Level Rise

The City of Hollywood is actively working to adapt its infrastructure to the challenges of climate change and its implications, including sea level rise. The City is recognized as a leader in environmental sustainability and its engagement in sustainability efforts throughout the South Florida region. In May of 2020, the City of Hollywood completed a Citywide Vulnerability Assessment and Adaptation Plan. The report included a climatological impact analysis and preliminary adaptation planning efforts for critical citywide assets. The four threat categories of climate impact analyzed included:

- Sea Level Rise (SLR)
- Storm Surge (SS)
- Extreme Precipitation (EP), and
- Extreme Heat (EH)

Goals to Address Resiliency Through the Project: The main function of the CEI Team is contract administration, inspection, and materials sampling and testing for the construction of the proposed sidewalk network to ensure the construction meets the intent of the design and contract documents. Although there are limited measures that can be taken by the CEI team regarding the selection of materials for the sidewalk construction, there are measures that can be taken to ensure a more resilient project.

- The tree canopy cover is a natural method of mitigation used to address some of the vulnerability aspects related to climate change. Our Team will be paying special attention to contractor's operations to avoid unnecessary impacts to the existing tree canopy.
- The plans call for thicker sidewalks (6-inch) at driveway locations. Our inspectors will verify that this thickened sidewalk is provided by the contractor.
- There are details to address tree roots (root barriers). Our CEI team will verify all the locations where this treatment is needed and identify early if additional areas, besides the ones called for in the contract, are needed.
- Sidewalks will last longer when they are constructed over a stable base and have the proper joint spacing. This will require the CEI team to be vigilant of the grading and compaction efforts of the sidewalk base. The base construction will also require proper testing to ensure the required 98% compaction density.
- The sidewalk's cross slope should ensure efficient drainage without being too steep. A 2% cross slope is called for in the plans. Our team will be using smart levels to verify proper slopes are provided.
- Proper drainage is another measure that can address vulnerability against these threats. Green infrastructure techniques like retention swales used in the project will also help to reduce the volume of runoff and take pressure off the drainage system. Our team will be verifying proper grading of the swale areas next to the sidewalks.
- Better sidewalks require a combination of stable, slip and flood-resistant materials based on site needs. A 3000 psi



R.J.Behar

Construction Engineering Inspection Services for Beverly Park Sidewalk Network

RFQ# 136-24-WV

concrete with a broom finish has been selected for this project. In future projects, the City may also consider the use of porous concrete to reduce runoff potential.

Conclusion: Our Team believes that the key issues for this project include maintaining close coordination and communication with City Staff; coordinating with the residents and utility companies; incorporating pedestrian friendly features; cost and schedule control, and most importantly being responsive to the City. **RJ Behar** is committed to addressing these issues and providing the highest possible quality of CEI service. We pledge personalized service and will assure the overall successful completion, in terms of quality, timeliness, and budget. The City can always expect the following from the **RJB Team**:

1. Undivided attention to quality control,
2. Sensitivity to schedules and budgets,
3. Priority service, and
4. A team with local and relevant experience.

Having worked with several local agencies as well as FDOT, we offer the City of Hollywood our experience and knowledge on the particulars and essentials of these LAP Federal Funded projects. We look forward to the possibility of working for the City on the upcoming CEI Services for Hollywood Beverly Park Sidewalk Network Project.

TAB F.

REFERENCES



REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: R.J. Behar & Company, Inc.

Firm giving Reference: City of Dania Beach Public Services Department

Address: 1201 Stirling Road Dania Beach, FL 33004

Phone: 954-924-6808 x3618

Fax: 954-923-1109

Email: cdonnelly@daniabeachfl.gov

1. **Q:** What was the dollar value of the contract?

A: Cost/Fees Paid: \$90,887.20 / Construction Cost: \$459,199.40

2. Have there been any change orders, and if so, how many?

A: Time Extensions: COVID-19 delay of two weeks

3. **Q:** Did they perform on a timely basis as required by the agreement?

A: Yes.

4. **Q:** Was the project manager easy to get in contact with?

A: The project manager and the support staff were very responsive to time lines and queries.

5. **Q:** Would you use them again?

A: Yes.

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. **Q:** Is there anything else we should know, that we have not asked?

A: The firm worked well with the contractor and with FDOT.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Mr. Colin Donnelly Title: CIP & Grants Administrator

Signature: Colin Donnelly  Digitally signed by Colin Donnelly
Date: 2023.11.07 12:10:34 -05'00' Date: November 17, 2023



CITYWIDE PEDESTRIAN SAFETY PROJECT – BROWARD COUNTY, FLORIDA CITY OF DANIA BEACH

CLIENT:

City of Dania Beach
Public Services Department
1201 Stirling Road
Dania Beach, FL 33004

Mr. Colin Donnelly

CIP & Grants Administrator

Phone: 954-924-6808 x3618

Fax: 954-923-1109

E-mail: cdonnelly@daniabeachfl.gov

RJ BEHAR'S ROLE:

Construction Engineering Inspection
(CEI) services

PROJECT STARTED: 10/08/2019

PROJECT COMPLETED: 1/31/2021

COST/FEES PAID: \$90,887.20

CONSTRUCTION COST:

\$459,199.40

TIME EXTENSIONS: COVID-19

Delay of two weeks

CITY PROJECT ITB No.: 19-004

FEDERAL AID PROJECT # D418-
112-B

FM No.: 438282-1-58-01

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE

Principal in Charge

Nestor Santana, PE

Project Manager

Michael Owensby

Senior Inspector/P.A. Assistant

Logan Fasanella

Field Inspector

Zugeil Velez

Resident Compliance Specialist

R.J. Behar & Company, Inc. (RJ Behar) provided Construction Engineering Inspection (CEI) services for the Citywide Pedestrian Safety Project. This project received Federal Highway Administration Funding via the Florida Department of Transportation (FDOT) LAP Program. The project was designated as an "Off the State Highway (Off-System) LAP Project".

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

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



REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: R.J. Behar & Company, Inc.

Firm giving Reference: City of Greenacres

Address: 5800 Melaleuca Lane Mayor, Greenacres, FL 33463

Phone: (561) 642-2071

Fax: N/A

Email: ccedeno@greenacresfl.gov

1. Q: What was the dollar value of the contract?

A: Cost/Fees Paid: \$139,573.00 Construction Cost: \$747,900

2. Have there been any change orders, and if so, how many?

A: Change orders were not directly related or caused by RJ Behar. Change orders were managed well; RJ Behar was attentive to the City of Greenacres' best interest through out the project.

3. Q: Did they perform on a timely basis as required by the agreement?

A: Yes, they were very responsive and were proactive in completing assigned tasks.

4. Q: Was the project manager easy to get in contact with?

A: The project manager was always available. She was responsive to emails, office calls and cell phone calls.

5. Q: Would you use them again?

A: Absolutely

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

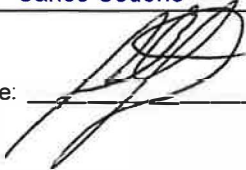
A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Carlos Cedeño Title: Director, Public Works Department

Signature:  Date: November 14, 2023



CLIENT:

Carlos Cedeño
Director, Public Works Department
City of Greenacres
Planning & Engineering
5800 Melaleuca Lane Mayor
Greenacres, FL 33463
Tel: (561) 642-2071
Email: ccedeno@greenacresfl.gov

RJ BEHAR'S ROLE: Construction
Engineering and Inspection Services

PROJECT STARTED: 5/16/2022
PROJECT COMPLETED: Ongoing
COST/FEES PAID: \$139,573.00
CONSTRUCTION COST: \$747,900
CHANGE ORDERS: x
TIME EXTENSIONS: x

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal In Charge

Nestor Santana, PE
Construction Manager

Stacy Sookdew-Sing
Project Administrator

Renzo Sookdew-Sing
Inspector

The city of Greenacres contracted RJ Behar to provide Construction Engineering and Inspection Services for the construction of Dillman Trail from Forest Hill Blvd. to Dillman Road.

This project is receiving FHWA Federal Funding via the Florida Department of Transportation (FDOT) LAP Program. The overall goal of this project is to perform clearing and grubbing and tree removal for a proposed pathway between Forest Hill Boulevard and Dillman Road. Construction of a 12'wide meandering asphalt pathway and adjacent proposed 12'wide swale, including the construction of an irrigation pump system, electrical service for the system, installation of irrigation, landscaping and sod.

RJ Behar's scope of services include providing the CEI services, on a fulltime basis as requested by the City, required for contract administration, inspection, and managing the materials sampling and testing. RJ Behar shall perform the services necessary to coordinate the activities of all parties involved in completing the Project, which includes maintaining complete and accurate records of the Project; documenting all significant Project changes; assisting the City with interpreting plans, specifications, and construction contract provisions; making recommendations to the City to resolve disputes; and coordinating with FDOT for LAP requirement compliance.

RJ Behar's scope of services include:

1. LAP Monitoring
2. Maintaining the Project Journal
3. Project Meetings
4. Review Traffic Control
5. Environmental Controls monitoring
6. Review and Process Contractor's Applications for Payment
7. Contract Interpretations and Modifications
8. Administration of Changed Work
9. Project Closeout



REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: R. J. Behar & Company, Inc.

Firm giving Reference: Town of Cutler Bay

Address: 10720 Caribbean Boulevard, Suite 105 Town of Cutler Bay, Florida 33189

Phone: (305) 234-4262

Fax: (305) 234-4251

Email: aquintero@cutlerbay-fl.gov

1. Q: What was the dollar value of the contract?

A: Cost/Fees Paid: \$59,641.00 Construction Cost: \$392,521.50

2. Have there been any change orders, and if so, how many?

A: 2 Change Orders for additional work sidewalk & curb and gutter; Time Extension: 1 day

3. Q: Did they perform on a timely basis as required by the agreement?

A: YES

4. Q: Was the project manager easy to get in contact with?

A: YES

5. Q: Would you use them again?

A: YES

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Mr. Alfredo Quintero Title: Public Works Director

Signature:  Date: 11/8/2023



SAFE ROUTES TO SCHOOL CEI SERVICES TOWN OF CUTLER BAY, FLORIDA

CLIENT:

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

Mr. Alfredo Quintero
Public Works Director
Tel: (305) 234-4262
Fax: (305) 234-4251
E-mail: aquintero@cutlerbay-fl.gov

RJ BEHAR'S ROLE:

Construction Engineering Inspection

PROJECT STARTED: 4/2017

PROJECT COMPLETED: 10/2017

COST/FEES PAID: \$59,641.00

CONSTR. COST: \$392,521.50

CHANGE ORDERS: 2 for
additional work sidewalk & curb and
gutter

TIME EXTENSIONS: 1 day

RJ BEHAR'S KEY PERSONNEL:

Robert J. Behar, PE
Principal in Charge

David Romano, PE
Senior Project Engineer

Stacy Sookdew Sing
Project Administrator

Sugeily Patxot
Inspector

R.J. Behar & Company, Inc. (RJ Behar) was contracted by the Town of Cutler Bay to perform construction engineering inspection services for this Local Agency Program (LAP) Project. This project was a Florida Department of Transportation (FDOT), District 6, and Federal Highway Administration (FHWA) project in conjunction with the Town.

The scope of the work consisted of installation of 5' wide concrete sidewalks, the repair and replacement of damaged concrete sidewalks, the installation of detectable warnings on existing sidewalks, roadway striping improvements, signing upgrades along the corridor, milling and resurfacing of the existing asphalt in locations noted on the plans, and site restoration.

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



TAB G.

FINANCIAL RESOURCES



TAB G. FINANCIAL RESOURCES

R.J. Behar & Company, Inc. (RJ Behar) has a sound financial base, has demonstrated financial stability, and possesses adequate physical resources to support our mission and the scope of our services we provide. The financial base and stability of the company and our ability to provide adequate physical resources is reflected in RJ Behar's financial statements. Our "current ratio" is approximately 2.15.

Our growth is 25% over the past 3 years. Over the past year it is about 15% growth over last year's revenue at this time. **RJ Behar's** revenue is generated from providing professional consulting services to the State of Florida, Municipalities, Counties, as well as private clients. These funding sources are adequate to provide financial stability for our company. The stability of

RJ Behar depends greatly on the CEO's ability to keep accurate records of past and current financial conditions.

RJ Behar is a financially stable company with an impeccable track record since its inception in 1999.

RJ Behar has never been involved in any prior or current bankruptcy proceedings.

Sincerely,

R.J. Behar & Company, Inc.



Robert J. Behar, PE
President



R.J. Behar

TAB H.

LEGAL PROCEEDINGS AND PERFORMANCE



R.J.Behar



TAB H. Legal Proceedings and Performance

R.J. Behar & Company, Inc. (RJ Behar) has had the following litigation issues in the past five years, all of which were dismissed or ended in summary judgement in **RJ Behar's** favor:

RJ Behar was served a summons on 9/21/2021 by Carol Needleman, Plaintiff V. City of Delray Beach, Edwards Intracoastal, LLC., Sealand Contractors Corp., R.J. Behar & Company, Inc., Urban5 Constructors, LLC., and Florida Department of Transportation, CASE NO.: 50-2021-CA-005688-XXXXMB. **RJ Behar** was given a notice of voluntary dismissal on 6/17/2022.

RJ Behar was served a summons on 10/12/2017 by the City of Delray Beach, Case #502017CA008953XXXXMB-AO, accusing breach of contract to the contractor, Foster Marine. R.J. Behar & Company, Inc. performed the construction inspection on the project. There was a dispute regarding materials used. **RJ Behar** filed a Motion to Dismiss on 11/7/2017. On April 26, 2021, the City of Delray Beach settled in **RJ Behar's** favor, paying the outstanding invoices, and removing us from the lawsuit.

RJ Behar was involved in a civil lawsuit case #10-20071CA (11), filed in July of 2010 in Miami-Dade County. This case was dismissed by Summary Judgment in **RJ Behar's** favor by the governing judge in March of 2015 and by the Supreme Court in 2019.

RJ Behar has never been involved in construction arbitration, administrative proceedings or hearings initiated by the National Labor Relations Board or similar State agency.

RJ Behar has never filed for bankruptcy involuntarily or voluntarily.

RJ Behar has not had a contract terminated.

RJ Behar has never used bonding moneys to complete a project or pay a subconsultant or supplier.

Sincerely,

R.J. Behar & Company, Inc

Robert J. Behar, PE
President

TAB I.

REQUIRED FORMS/EXHIBITS (FDOT FORMS)

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of proposal/response opening.

R.J. Behar &
Legal Company Name (include d/b/a if applicable): Company, Inc. Federal Tax Identification Number: 65-0954070

If Corporation - Date Incorporated/Organized: October 4, 1999

State Incorporated/Organized: Florida

Company Operating Address: 6861 SW 196th Avenue, Suite 302

City Pembroke Pines State Florida Zip Code 33332

Remittance Address (if different from ordering address): _____

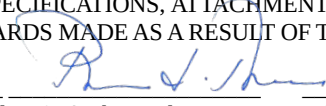
City _____ State _____ Zip Code _____

Company Contact Person: Robert J. Behar, PE Email Address: bbeh@rjbehar.com

Phone Number (include area code): (954) 680-7771 Fax Number (include area code): (954) 680-7781

Company's Internet Web Address: www.rjbehar.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER/RESPONDENT/CONSULTANT CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE PROPOSER/RESPONDENT/CONSULTANT SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION.

R.J. Behar & Company, Inc.  November 16, 2023

Proposer/Respondent/Consultant's Authorized Representative's Signature: _____ Date

Type or Print Name: Robert J. Behar, PE

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER/RESPONDENT/CONSULTANT TO BE BOUND BY THE TERMS OF ITS PROPOSAL/STATEMENT OF QUALIFICATIONS (SOQ). FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL/RESPONSE NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL/RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER/RESPONDENT/CONSULTANT TO THE TERMS OF ITS OFFER.

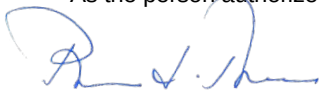
ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE PROPOSAL/RESPONSE BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FROM THE AWARD PROCESS

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: **NOT APPLICABLE TO FEDERALLY FUNDED PROJECT 287.087 F.S.**

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Robert J. Behar, PE

SIGNATURE

PRINTED NAME

R.J. Behar & Company, Inc.

NAME OF COMPANY

RFQ Number: 140-24-WV Title: Construction Engineering Inspection Services for Beverly Park Sidewalk Network

Form 14

LIST OF SUBCONTRACTORS

The Respondent shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Submittals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

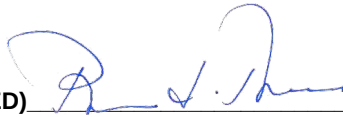
	Work to be Performed	Subcontractor's Name / Address
1.	<u>Survey, ROW,</u>	<u>Zeman Consulting Group, LLC</u> 3970 RCA Blvd Suite 7750 Palm Beach Gardens, FL 33410
2.	<u>Material Testing</u>	<u>Arehna Engineering, Inc.</u> 12296 Wiles Rd, Coral Springs, FL 33076
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

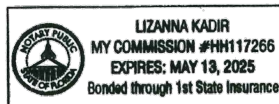
- END OF SECTION -

NON-COLLUSION AFFIDAVITSTATE OF: FloridaCOUNTY OF: Broward, being first duly sworn, deposes and says that:

- (1) He/she is Owner/President of R.J. Behar & Company, Inc., the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)  President
Title

Subscribed and sworn to before me this
14 day of November, 2023




My commission expires: May 13, 2025

RFQ Number: 140-24-WV Title: CEI Services for Beverly Park Sidewalk Network

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) R.J. Behar & Company, Inc.

Name/Principal/Project Manager: Robert J. Behar, PE

Address: 6861 SW 196 Avenue, Suite 302

City: Pembroke Pines State: FL Zip: 33332

Telephone No. 954-680-7771 FEIN/Tax ID No. 65-0954070 Email: bbehar@rjbehar.com

Does your firm qualify for DBE : YES ☒ NO ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through OPENGov you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of five hundred dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

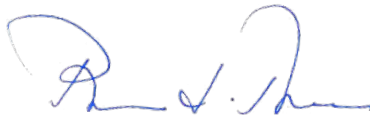
Submitted by:

Robert J. Behar, PE

Name (printed)

11/16/2023

Date:



Signature

President

Title

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to City of Hollywood
by Robert J. Behar, PE - President for R.J. Behar & Company, Inc.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 6861 SW 196th Avenue, Suite 302, Pembroke Pines, Florida 33332
and if applicable its Federal Employer Identification Number (FEIN) is 65-0954070 If the entity has no FEIN, include the
Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

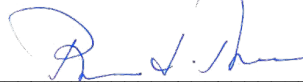
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

Sworn to and subscribed before me this 16th day of November, 2023.

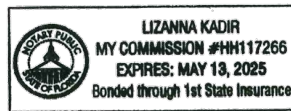
Personally known _____

Or produced identification _____ Notary Public-State of Florida

(Type of identification) my commission expires May 13, 2025

Lizanna Kadir

(Printed, typed or stamped commissioned name of notary public)





RFQ Number: 140-24-WV Title: CEI Services for Beverly Park Sidewalk Network

HOLD HARMLESS AND INDEMNITY CLAUSE

R.J. Behar & Company, Inc. / Robert J. Behar, PE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

FDOT LANGUAGE – IT IS REQUIRED PER LAP AGREEMENT

"To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT. The foregoing indemnification shall not constitute a waiver of the Department's or the City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."



SIGNATURE

Robert J. Behar, PE

PRINTED NAME

R.J. Behar & Company, Inc.

COMPANY OF NAME

11/16/2023

DATE

Failure to sign or changes to this page shall render your bid non-responsive.

SOLICITATION, GIVING AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

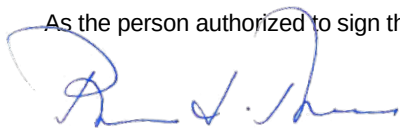
The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



SIGNATURE

Robert J. Behar, PE

PRINTED NAME

R.J. Behar & Company, Inc.

NAME OF COMPANY

President

TITLE

Failure to sign this page shall render your bid non-responsive.

Exhibit A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

R.J. Behar & Company, Inc.

Name of Consultant

By: _____

Robert J. Behar, PE

11/14.2023

Date

Exhibit B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: R.J. Behar & Company, Inc.

By: Robert J. Behar, PE

Date: 11/14/2023

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING
ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

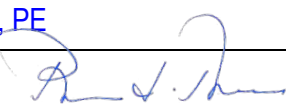
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: R.J. Behar & Company, Inc.

By: Robert J. Behar, PE Date: 11/14/2023

Authorized Signature: 

Title: President

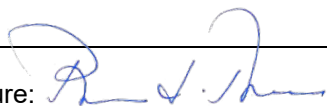
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, <i>if known:</i> <u>R.J. Behar & Company, Inc.</u> <u>6861 SW 196 Avenue, Suite 302</u> <u>Pembroke Pines, Florida 33332</u> Congressional District, <i>if known:</i> <u>4c 23</u>	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known:</i> _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Robert J. Behar, PE</u> Title: <u>President</u> Telephone No.: <u>954-680-7771</u> Date (mm/dd/yyyy): <u>11/16/2023</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
12/19
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
12/19
Page 3 of 3

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

E-VERIFYContract No: CEI Services for Hollywood Beach Heights & Hollywood Beach Estates Sidewalk NetworkFinancial Project No(s): 443976-1-58-01Project Description: Continuing Services Contract - Design Support - BDI

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: R.J. Behar & Company, Inc.Authorized Signature: Title: PresidentDate: 11/16/2023

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the ____ day of _____, 2023, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and [Click here to enter text.](#), a corporation authorized to do business in the State of Florida, whose principal office is located at [Click here to enter text.](#), whose Federal I.D. number is [Click here to enter text.](#) (hereinafter referred to as "CONSULTANT").

WHEREAS, the Hollywood Beach Heights & Hollywood Country Estates Project is part of the Local Agency Program overseen by the Florida Department of Transportation Projects, which excludes the use of continuing services contracts; and

WHEREAS, as part of the Hollywood Beach Heights & Hollywood Country Estates Project, a Construction Engineering Inspection (CEI) engineering consultant is necessary; and

WHEREAS, the CONSULTANT specializes in Construction Engineering and Inspection services and provides such CEI services; and

WHEREAS, the Department of Design and Construction Management requires the expertise of CONSULTANT for the Construction Administration and Inspection to assist staff in implementing the Hollywood Beach Heights & Hollywood Country Estates Project.

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the construction of the Hollywood Beach Heights & Hollywood Country Estates Project as more specifically outlined in the attached Exhibit "A".

The CONSULTANT'S Representative shall be: [Click here to enter text.](#)
Telephone No.: [\(xxx\)xxx-xxxx](#)

The City's Representative shall be: Jose Cortes, Director of Design & Const. Mgmt.
Telephone No.: (954) 921-3410

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and shall complete all services by [TBD](#).

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses, and also including any approved subcontracts shall not exceed a total contract amount of \$[Click here to enter text.](#), as proposed by the CONSULTANT and accepted by the CITY. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT will bill the City on a percent complete basis against the total amount set forth in Exhibit "A" for services rendered toward the completion of the Scope of Services and as outlined in Exhibit "A". It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the City Representative's approval. In addition to detailed invoices, upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on the project.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

The CITY will conduct effective negotiations, including but not limited to the refined scope of work, the evaluation factors and their relative importance, and the CITY's independent estimate.

The CITY will request that the CONSULTANT submit an audit package to verify the costs. The package will include the following:

- Direct wage or salary rates on the form of payrolls and other supporting documentation of direct wages of Consultant and SUB-CONSULTANT personnel for each job classification identified. Direct salary rates are not negotiated per 23 CFR 172.11(b) (2).
- Indirect cost rates or multipliers.

The CITY will perform a determination of allowable costs in accordance with the Federal cost principles, including a detailed analysis of costs proposed by CONSULTANT using the audit package submitted by the CONSULTANT.

ARTICLE 5 – TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the proposer and in such event:

The proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice (the "Effective Termination Date") ;
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services; and Take no action that will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the proposer will be compensated as stated in the payment articles for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health, and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 24 Operating Budget for this Contract.

ARTICLE 10 - INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled, will not expire, and will not be materially modified until at least 30 days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings with a minimum A.M. Best rating of A-.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Certificates of Insurance must list the Florida Department of Transportation as an additional insured.

REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

A. Single Limit Bodily Injury & Property Damage

1. General Aggregate	\$ 2,000,000.00
2. Products-Comp/Op Aggregate	\$ 1,000,000.00
3. Each Occurrence	\$ 1,000,000.00
4. Personal & Adv. Injury	\$ 1,000,000.00
5. Fire Damage	\$ 50,000

The City, its employees, and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

2. Professional Liability

Professional Liability with minimum limits of \$1,000,000.00 for each claim/\$2,000,000.00 aggregate. If coverage is provided on a claims-made basis then coverage must be continued for the duration of this Contract and not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty days of any claims filed or made against the Professional Liability Insurance Policy.

3. Worker's Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained:

- | | | |
|----|-----------------------|-----------|
| A. | Workers' Compensation | \$500,000 |
| B. | Employer's Liability | \$500,000 |

The CITY reserves the right to require any other insurance coverage it deems necessary, depending upon the exposures.

ARTICLE 11 - INDEMNIFICATION

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT and or its SUB-CONSULTANTS, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department's or CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The City and the CONSULTANT each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person who has any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of service being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notice by the CONSULTANT. If in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes

include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the City shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - DEBT

The CONSULTANT shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

SAMPLE

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information, not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, database, reports, and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with CITY is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by a written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the

incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the City's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$50,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

City of Hollywood Dept. of Design and Construction Management
Attn: Jose Cortes
P.O. Box 2904
Hollywood, FL 33022

and if sent to the CONSULTANT shall be mailed to:

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models, and photographs prepared or provided by CONSULTANT in connection with this Contract shall become the property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH NGF CONSULTING, INC.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

The City of Hollywood, a municipal
Corporation of the State of Florida

Patricia A. Cerny, MMC, City Clerk

By: _____
George R. Keller JR CPPT, City Manager

Approved as to form & legal sufficiency
for the use and reliance of the City
of Hollywood, Florida, only.

Approved by: _____
David E. Keller,
Director of Financial
Services

Douglas R. Gonzales, City Attorney

AS TO CONSULTANT

[Click here to enter](#)

text.
ATTEST:

Corporate Secretary

By: _____
Signature
Title: _____

SAMPLE

Exhibit G

PROFESSIONAL SERVICES CONSULTANT WORK PERFORMANCE EVALUATION

STATEMENT OF POLICY:

It is the policy of the City of Hollywood (City) to establish a method for evaluating and reporting the work performance of professional services consultants under contract.

For work receiving Federal funds, which are overseen by the Florida Department of Transportation, through the Local Agency Program require evaluation per 23 CFR 172.

PURPOSE:

The City contracts with professional services consultants to provide a variety of services to the City. This procedure provides the City with a means of evaluating the work performance of those consultants. For all professional services contracts, the consultant's work performance for each advertised major type of work must be evaluated by the PM. Consultants may also be evaluated on minor types of work if that work is considered significant by the PM. Contracts which do not exceed Category Two thresholds, as established by **Section 287.017, F.S.**, are exempt and do not require evaluation.

SCOPE:

This procedure will apply to all professional services contracts and Design-Build contracts.

Principal users of this procedure will be project managers.

DEFINITIONS:

City Hall: The City's headquarters offices, located in Tallahassee.

Consultant Evaluation (CE) System: City's enterprise application consultant evaluation system.

Construction Engineering and Inspection (CEI): Personnel, whether consultant or City employee, providing construction engineering and inspection services.

Construction Project Manager (CPM): The City employee whose duties include managing CEI consultant contracts.

Design Project Manager (DPM): The City employee whose duties include managing design consultant contracts.

Director of the Design and Construction Management Department (Director): The City representative working for the City Construction Engineer, who administers the Consultant CEI work program.

ESS Construction Manager (ESSM): The engineer appointed by the Director to hold the title of ESS Construction Manager and who serves to manage all City functions pertaining to construction of City projects.

City Engineer (CE): The engineer appointed by the City Manager to hold the title of City Engineer and who serves to manage all City functions pertaining to design of City projects.

Notice to Proceed (NTP): Notification given by the City's Project Manager to the consultant to begin work on the contract Scope of Services, or part thereof, on which date the timing of periodic evaluations of the consultant begins.

Project Manager (PM): A City employee whose duties include managing professional service contracts between consultants and the City.

Technical Reviewer: A designated technical expert for a specific type of work who has reviewed the consultant's work product.

Type of Work: The City has categorized the types of professional services it generally requires into a Type of Work listing in **Rule 14-75.003, F.A.C.** These types of work are

the basis for qualification of consultants.

1. ALL PERFORMANCE EVALUATIONS

1.1 Processing of Evaluation

For each major type of work advertised, evaluations on contracts shall be entered by the PM into CE. Upon completion of all prescribed City approvals, CE automatically emails evaluations to recipients designated in CE.

To assure all parties' understanding, the City's PM shall discuss the evaluation rating criteria with consultant PM before the consultant begins work.

The City's PM is responsible for completing interim and final performance evaluations. The PM shall discuss the evaluations with consultant before entry into CE to provide an opportunity for communication and feedback on the level of performance.

1.2 Evaluation Scale

The consultant evaluation rating scale shall be as follows:

- 5 = Outstanding performance
- 4 = Above Satisfactory performance
- 3 = Satisfactory performance
- 2 = Below Satisfactory performance
- 1 = Unacceptable performance

Comments are encouraged for every assigned rating, but must be entered in the comment section for a rating of 5 or 1.

2. PERFORMANCE EVALUATIONS FOR CEI CONSULTANTS

2.1 The evaluation of a CEI consultant shall be performed by the CPM, and shall be provided on the following schedule:

(A) The CPM shall complete the initial interim evaluation at the end of the first full quarter of contract performance. Quarters are defined as follows:

1st Quarter: January – March

2nd Quarter: April – June

3rd Quarter: July – September

4th Quarter: October – December

(1) Interim performance evaluations shall be completed within 30 days after the end of the quarter.

(2) The final evaluation shall cover the period from the previous evaluation to the end of the contract.

(3) The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final) for the contract, and is automatically calculated in CE.

(B) The CPM shall distribute the evaluation and any follow up correspondence as follows:

(1) Evaluation is 3.0 or greater: Consultant and Director of the Design and Construction Management Department receive a copy for information.

(2) Evaluation is less than 3.0:

ESSM: Receives a copy for disposition. The ESSM may direct that the evaluation be changed to 3.0 or greater, upon which step (1) above shall apply. The ESSM may agree with the evaluation, upon which the following shall apply:

a. The **Consultant** receives a copy. The transmittal letter shall indicate what corrective action is necessary and the related time frame and request a response to this action.

b. The **Director of the Design and Construction Management Department** receives a copy.

c. The **Director of the Office of Construction** receives a copy from the ESSM.

(C) Commendatory or critical comments shall be included in the evaluation to fully explain the intent of the evaluation. The CPM

shall provide as much documentation as deemed necessary to fully explain the conditions encountered in the field. Input provided by appropriate City and construction contractor personnel should be considered.

- 2.2** CEI consultant evaluations shall be completed using either the project-specific CEI evaluation criteria or the CEI Hybrid criteria, applicable.
- 2.3** If a particular performance test item does not apply to a project, it should not be used in the calculation of the weighted average for the performance test area.
- 2.4** The consultant CEI performance evaluation is a summary record of the CPM's in-depth reports of the CEI Consultant, the Quality Assurance Reviews prepared by the Specialty Engineer from the Office of Construction, and the Federal Highway Administration (FHWA) Monthly Field Reports. These source documents should be used as the basis for preparation of this performance evaluation and shall serve as the in-depth, back-up data needed to substantiate the numerical evaluation given.
- 2.5** The City's PM may offer the consultant CEI the opportunity to request a meeting to discuss a grade with the ESSM **within ten calendar days of receipt of the evaluation**. The ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The ESSM's decision is final.

3. PERFORMANCE EVALUATIONS FOR NON-CEI TYPES OF WORK

The PM for the consultant contract shall complete an evaluation of the prime consultant's performance in the following areas:

- Schedule
- Management
- Quality
- Constructability (for contracts that produce construction plans)

3.1 Evaluation Areas

- (A) **Schedule:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in meeting the contract schedule. Criteria for the schedule evaluation can be found in CE.
- (B) **Management:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in managing the contract. The following areas shall be considered when performing this evaluation:
- Administration of Contract
 - Management of Issues and Resources
 - Communication, Documentation and Coordination
 - Execution of Work
 - Post Design Services (completed with constructability evaluation)

Criteria for each area of the Management Evaluation can be found in CE.

- (C) **Quality:** Prepared by the PM or the technical reviewer for each major type of work included in the advertisement for the services, this evaluation reflects the consultant's attention and concern to the established quality assurance plan and delivering a quality service and product.

Quality evaluation criteria for individual work types can be found in CE. This includes any specific criteria regarding the evaluation responsibility of the PM, the technical reviewer and any additional concurrence requirements for the specific quality evaluation.

For advertised types of work other than those pre-qualified by the City, Category 99 shall be used, with appropriate criteria aCEd by the PM.

Sub-consultant: A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major type of work, or who signs and seals design plans. At the option of the PM, the prime consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

- (D) **Constructability (Post Construction):** The **Constructability Evaluation** reflects the design consultant's ability to develop constructible (practical, accurate, complete, and cost effective) construction plans. For all professional services contracts resulting in construction plans, the CPM shall prepare an evaluation of the constructability of the design consultant's plans and a management evaluation on the performance of post design services. In preparing

these evaluations, the CPM shall solicit input from the construction contractor and the consultant's project administrator. After review of the comments received from the construction contractor, appropriate comments shall be entered on the evaluation by the CPM. The evaluation shall be reviewed by the DPM for concurrence prior to entry into CE and prior to distribution to the design consultant. Specific criteria for the **Constructability Evaluation** and the **Post-Design Services Management Evaluation** can be found in CE.

3.2 When to Evaluate

For professional services contracts resulting in the production of construction plans, an evaluation is required according to the matrix below, but not to exceed 12 months since the last evaluation or **Notice to Proceed**.

	Schedule	Management	Quality	Constructability
Phase 2 plans review	√	√	√	
Final Design	√	√	√	
Final Construction		√		√

A constructability evaluation and a management evaluation for post design services shall be performed within 30 days after final acceptance of the construction contract.

For contracts that do not produce construction plans, an evaluation is required for each 12 months of contract period from the **NTP**. A final evaluation shall be made within 30 days after completion and acceptance of basic services.

The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final) for the contract. It is automatically calculated in CE.

For all professional services contracts, additional evaluations may be submitted upon completion of critical phases of work, such as preliminary design, submittal of draft environmental documents, phase submittals, reports and completion of **Task Works Orders (TWO)**. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

3.3 Composite Evaluation

A composite evaluation shall be available at any point during the contract. The composite evaluation shall be calculated automatically by CE and shall include all evaluations completed up to that point in time. All evaluations associated with the contract shall be part of the calculation to determine the Final Composite Evaluation for the contract. The composite evaluation shall be calculated as follows:

(A) Contracts that Produce Construction Plans:

- (1) **Design:** A composite evaluation calculated during the design phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Management (M): Average of all management evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Quality (Q): Average of all quality evaluations. This average shall be 50% of the composite evaluation calculated during the design phase.

$$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.50 \times Q)$$

- (2) **Construction:** A composite evaluation calculated during the construction phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Management (M): A weighted average of all the management evaluations completed during the design and construction phase. The management evaluations made during design shall be 70% of the weighted average, while the management evaluations completed during construction shall be 30% of the weighted average. This weighted average shall be 25% of the composite evaluation calculated during the construction phase.

$M = 0.70 \times (\text{average of management evaluations during design}) + 0.30 \times (\text{average of management evaluations during construction}).$

Quality (Q): Average of all quality evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Constructability (C): The Constructability evaluation shall be conducted once at completion of construction. This average shall be 25% of the composite evaluation calculated during the construction phase.

End of Construction Composite Evaluation shall be calculated as follows:

$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.25 \times Q) + (0.25 \times C)$

(B) All other Contracts:

Schedule (S) = Average of all schedule evaluations. This average shall be 25% of the composite evaluation.

Management (M) = Average of all management evaluations. This average shall be 25% of the composite evaluation.

Quality (Q) = Average of all quality evaluations. This average shall be 50% of the composite evaluation.

$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.50 \times Q)$

- 3.4** The City PM may offer the consultant the opportunity to request a meeting to discuss a grade with the office head to whom the PM reports **within ten calendar days of receipt of the evaluation**. The office head shall consider any information submitted by the consultant and decide whether the grade will be revised. The Office head's decision is final.

4. PERFORMANCE EVALUATIONS FOR DESIGN-BUILD CONSULTANTS

Design-Build performance evaluations shall be entered into CE.

CPM for the Design-Build contract shall coordinate with the DPM and complete an evaluation of the Design-Build consultant's performance in the following areas:

- Quality
- Constructability

4.1 Evaluation Areas

Design-Build Consultant Performance Evaluations include specific criteria regarding the evaluation responsibility of the PM and the technical reviewer and additional concurrence requirements for specific quality and constructability evaluations. Evaluations shall be entered in CE.

- (A) **Quality (Q):** For each Professional Services Work Type included in the advertisement for the services, the CPM and DPM shall conduct a quality evaluation. This evaluation reflects the consultant's attention and concern to the established quality assurance plan and delivering a quality service and product.

Subconsultant: A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major work type, or who signs and seals design plans. At the option of the PM, the design consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

- (B) **Constructability (C):** The constructability evaluation reflects the design consultant's ability to develop constructible (practical, accurate, and complete) construction plans. For all contracts resulting in construction plans, the CPM shall prepare a constructability evaluation of the design consultant's plans. Appropriate comments shall be entered on the evaluation by the CPM and DPM. The evaluation shall be reviewed and signed by the CE and ESSM for concurrence prior to distribution to the design consultant. Specific criteria is in CE.

4.2 When to Evaluate

Evaluation is required according to the matrix below.

	Quality	Constructability
Final Acceptance	√	√

Quality evaluations: Additional (interim) evaluations may be conducted. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

The constructability evaluation shall be performed within 30 days after final acceptance of the construction contract.

4.3 Composite Evaluation

A composite quality evaluation shall be the average of all interim quality evaluations, including the final quality evaluation.

A composite overall evaluation shall be calculated as follows:

$$\text{Composite overall evaluation} = (0.50 \times Q) + (0.50 \times C)$$

- 4.4** The City's PM may offer the Design-Build consultant the opportunity to request a meeting to discuss a grade with the CE and ESSM **within ten calendar days of receipt of the evaluation**. The CE and ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The decision of the CE and ESSM is final.

5. TRAINING

The Department of Design and Construction Management will develop and deliver training in the use of this procedure on an as-needed basis.

6. FORMS

Not applicable.



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