

RESOLUTION NO. 26-2183

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO REQUEST FOR QUALIFICATIONS (RFQ) 2025-18 AND AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND, UPON MUTUAL AGREEMENT, AWARD A CONTRACT TO R.J. BEHAR & COMPANY, INC., THE FIRST-RANKED PROPOSER, FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE MIAMI LAKES PARK WEST BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT; AUTHORIZING NEGOTIATION AND AWARD TO THE SECOND-RANKED PROPOSER UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in FY 2026, the Town of Miami Lakes (the “Town”) was awarded an Eight Hundred Eighty Four Thousand, Eight Hundred Twenty Two Dollar and 00/100 (\$884,822.00) grant from the Florida Department of Transportation (“FDOT”) under the Local Agency Program (“LAP”), project #FM447968-1-68-01, for the Miami Lakes Park West Bicycle and Pedestrian Improvements Project (the “Project”), which includes Eight Hundred Sixty Three Thousand, Eight Hundred Thirty Three Dollars and 00/100 (\$863,833.00) for the Construction Phase and Twenty Thousand, Nine Hundred Eighty Nine Dollars and 00/100 (\$20,989.00) for the Construction Engineering and Inspection (“CEI”) Phase; and

WHEREAS, the Town is providing a local match contribution in the amount of One Hundred Seven Thousand, Nine Hundred Seventy Nine Dollars and 00/100 (\$107,979.00) for the Construction Phase and Sixty Five Thousand, Three Hundred Ninety Five Dollars and 00/100 (\$65,395.00) for the CEI Phase, and the CEI consultant shall coordinate the activities of all parties involved in completing the Project, maintain complete and accurate project records, document significant project changes, assist the Town in interpreting plans, specifications, and construction

provisions, make recommendations to resolve disputes, and coordinate with FDOT for LAP requirement compliance; and

WHEREAS, the Town issued Request for Qualifications (“RFQ”) 2025-18 for CEI Services for the Project on March 13, 2026, which was advertised in the Miami Herald, posted to DemandStar, Public Purchase, the Town website, and in the Government Center Lobby, and on the proposal deadline of April 15, 2026, the Town received six (6) proposals; and

WHEREAS, following a due diligence review, Procurement found that each proposal was responsive and revealed no material defects in the proposals or in the Proposers’ qualifications, and an Evaluation Committee was appointed and met on May 14, 2026, to evaluate and rank the proposals; and

WHEREAS, R.J. Behar & Company, Inc. (“R.J.”) and EXP US Services, Inc. each received an identical final score of 392 points as the highest-ranked firms, and the evaluation proceeded in accordance with Section 14 – Tie Bids and Proposals of the Town’s Procurement Ordinance No. 26-350; and

WHEREAS, pursuant to the order of precedence for resolving tied rankings set forth in the ordinance, R.J. qualifies as a Local Business because its principal headquarters is located within the Town’s municipal boundaries, whereas EXP US Services, Inc. maintains offices within the City of Coral Gables and does not meet the Town’s Local Business criteria under Section 14-b, and R.J. is therefore the first-ranked Proposer and EXP US Services, Inc. is the second-ranked Proposer; and

WHEREAS, as a proactive measure to avoid project delays, it is recommended that the Town Council authorize the Town Manager to negotiate with, and upon mutual agreement award

a contract to, the second-ranked Proposer, EXP US Services, Inc., in the event that negotiations with R.J. fail, R.J. withdraws, or R.J. is otherwise unable to perform the work as required; and

WHEREAS, the Town Council finds that authorizing the Town Manager to negotiate and award a contract to R.J. Behar & Company, Inc. for CEI Services for the Project is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, THAT:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Award and Negotiation.** The Town Council hereby authorizes the Town Manager to negotiate with, and upon mutual agreement award a contract to, R.J. Behar & Company, Inc., the first-ranked Proposer, to provide Construction Engineering and Inspection (CEI) Services for the Miami Lakes Park West Bicycle and Pedestrian Improvements Project.

Section 3. **Contingent Award.** The Town Council further authorizes the Town Manager to negotiate with, and upon mutual agreement award a contract to, the second-ranked Proposer, EXP US Services, Inc., in the event that negotiations with R.J. Behar & Company, Inc. fail, R.J. Behar & Company, Inc. withdraws, or R.J. Behar & Company, Inc. is otherwise unable to perform the work as required.

Section 4. **Administrative Authority.** The Town Manager is authorized to take all actions necessary to implement this Resolution, including the negotiation and execution of the contract and all related documents, subject to approval as to form and legal sufficiency by the Town Attorney, and to expend budgeted funds.

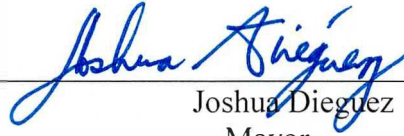
Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption.

*****THIS PORTION HAS BEEN LEFT PURPOSEFULLY BLANK*****

The foregoing resolution was offered by Vice Mayor Morera who moved its adoption. The motion was seconded by Councilmember Fernandez and upon being put to a vote, the vote was as follows:

Mayor Joshua Dieguez	Yes
Vice Mayor Bryan Morera	Yes
Councilmember Juan Carlos Fernandez	Yes
Councilmember Angelo Cuadra Garcia	Yes
Councilmember Ray Garcia	Yes
Councilmember Steven Herzberg	Yes
Councilmember Alex Sanchez	Yes

Passed and adopted on this 16th day of June 2026.



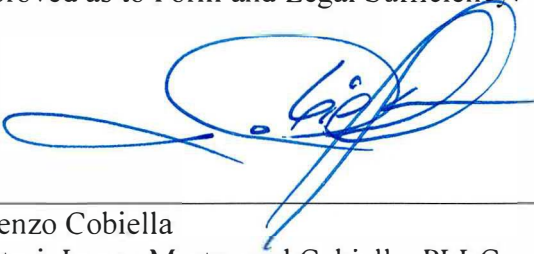
Joshua Dieguez
Mayor

Attest:



Gina M. Inguanzo
Town Clerk

Approved as to Form and Legal Sufficiency:



Lorenzo Cobiella
Gastesi, Lopez Mestre and Cobiella, PLLC
Deputy Town Attorney

PROFESSIONAL SERVICES AGREEMENT

CEI SERVICES FOR MIAMI LAKES PARK WEST BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT

PSA 2025-18

Federal-Aid Project Number: 447968-1-68-01



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Josh Dieguez
Councilmember Marilyn Ruano
Councilmember Tony Fernandez**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

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This Agreement made this 17 day of AUGUST in the year 2026 ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and R.J. Behar & Company, Inc. hereinafter called the "Consultant.", with its principal address located at 6861 SW 196 Avenue, Suite 302, Pembroke Pines, FL 33332.

RECITAL

A. The Town issued a Request for Qualifications ("RFQ") **2025-18** on March 4, 2026, for the provision of construction engineering and inspection services for the Miami Lakes Park West Bicycle And Pedestrian Improvements Project ("Services") and Consultant's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ and the Proposal are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Town Manager or the Town Commission, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act), and the applicable provisions of the Town Procurement Ordinance, to provide the Professional Services as described herein.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A GENERAL TERMS AND CONDITIONS

Article A1 Definitions

- A1.01 Additional Services** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code, as reviewed and approved by the Florida Department of Transportation ("FDOT").
- A1.02 Attachments** mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- A1.03 Base Fee** means the amount of compensation mutually agreed upon for the completion of Basic Services.
- A1.04 Basic Services** means those services designated as such in a Section B.
- A1.05 Consultant** means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, or engineers, which has entered into the Agreement to provide professional services to the Town.
- A1.06 Contractor** means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Town for construction of Town facilities and incidentals thereto.
- A1.07 Errors** means items in the plans, specifications or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services and results in the need for the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.

- A1.08 Errors and Omissions** means design deficiencies in the plans, specifications or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.
- A1.09 Inspector** means an employee or representative of the Town assigned by the Town to make observations of work performed by a Contractor.
- A1.10 Notice to Proceed** means same as “Authorization to Proceed.” A duly authorized written letter or directive issued by the Town Manager or Procurement Manager acknowledging that all conditions precedent has been met and directing that Consultant may begin Work on a Project.
- A1.11 Omissions** means items the plans, specifications or other documents prepared by the Consultant that are not shown or included which are necessary for the proper or safe operation of the Project or required to meet the Scope of Services.
- A1.12 Project Manager** means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement and the construction of the Project as a direct representative of the Town.
- A1.13 Project** means the construction, alteration or repair, and all services and incidentals thereto, of a Town facility or property as contemplated and budgeted by the Town. A Project will be further defined in the Scope of Services under the Agreement.
- A1.14 Professional Services** means those services within the scope of the practice of architecture, professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as “architectural/ engineering services” or “professional services”, as applicable, which are within this definition.
- A1.15 Scope of Services or Services** means a comprehensive description of the activities, tasks, design features, objectives, deliverables, and milestones required for the completion of Project with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.
- A1.16 Subconsultant** means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, or other professional specialty that has entered into a written agreement with the Consultant to furnish specified professional services for the Project.
- A1.17 Town Council** means the legislative body of the Town of Miami Lakes.
- A1.18 Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- A1.19 Town or Owner** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town’s performance is pursuant to Town’s position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws, and ordinances will be deemed to have occurred pursuant to Town’s authority as a governmental body and will not be attributable in any manner to Town as a party to this Agreement. The Town of Miami will be referred to herein as “Town”. For the purposes of this Agreement, “Town” without modification means the Town Manager.

A1.20 Wage Rates means the effective direct expense to Consultant or Subconsultant, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

A1.21 Work Order means a document approved and issued by the Town authorizing the performance of specific professional services for the Project.

A1.22 Work Order Proposal means a document prepared by the Consultant, at the request of the Town for additional services to be provided by the Consultant under the Project.

Article A2 General Conditions

A2.01 Term

The term of this Agreement will be effective with the execution of the Agreement and terminate upon final payment being made to the Consultant.

A2.02 Scope of Services

Consultant agrees to provide the Services as specifically described and set forth in Section B and any Work Order issued under this Agreement.

A2.03 Compensation

A2.03-1 Compensation Limits

The amount of compensation payable by the Town to Consultant will generally be hourly not to exceed fee, based on the rates and schedule established in Schedules 1 & 2; provided, however, that in no event will the amount of compensation exceed budgeted funds over the term of the Agreement and any extension(s), unless explicitly approved by action of the Town Commission or Town Manager as applicable and put into effect by written amendment to this Agreement.

A2.03-2 Payments

Payments will be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice, which must be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed. If Consultant is entitled to reimbursement of travel expenses, then all bills for travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. Consultant must utilize the Town's Standard Consultant invoice for the submission of all payments, which is available at http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358.

Article A3 Performance

A3.01 Performance and Delegation

The Services to be performed hereunder must be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town's Project Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

A3.02 Removal of Unsatisfactory Personnel

The Project Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Subconsultants or subcontractors, or any personnel of any such Subconsultants or subcontractors engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such

personnel or written justification as to why that will not occur. All decisions involving personnel will be made by Consultant. Such request will be solely related to said employee's work under this Agreement.

A3.03 Performance Evaluation

Upon completion of the Services the Town will conduct an evaluation of the Contractor's performance based on the deliverables and tasks required under the Agreement.

A3.04 Consultant's Key Staff

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available to provide Services hereunder as long as said Key Staff are in Consultant's employ. Consultant will obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information as necessary to determine the suitability of proposed new Key Staff. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.05 Time for Performance

The Consultant agrees to start all Services hereunder upon receipt of a Notice to Proceed issued by the Town Manager and to complete each assignment, task or phase within the time stipulated in the Notice to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various assignments, tasks or phases may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time will not be caused for any claim by the Consultant for extra compensation.

A3.06 Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform all Services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and Section 471.033(1) (g) of the Florida Statutes. Consultants must perform due diligence, in accordance with best industry practices, in gathering information and inspecting a Project site prior to the commencement of design. Consultant is responsible for the professional quality, technical accuracy and coordination of all design, drawings, specification, and other Services furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its designs, drawings, specifications, or other Services. Consultant will also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, or deficiencies in its designs, drawings, specification, or other Services.

Article A4 Subconsultants

A4.01 General

A4.01-1A Subconsultant, as defined in Article A1.18, is a firm that was identified as part of the consulting team in the competitive selection process by which Consultant was chosen to perform the Services under this Agreement, and as such, is identified and listed in Schedule SC.

A4.01-2 A Specialty Subconsultant is a person or organization that has, with the consent of the Town Manager, entered into a written agreement with the Consultant to furnish unique or specialized professional services necessary for the Project or task described under

Additional Services. Such Specialty Subconsultant will be in addition to those identified in Schedule SC.

A4.02 Subconsultant Relationships

A4.02-1 All Services provided by the Subconsultants must be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which must contain provisions that preserve and protect the rights of the Town under this Agreement.

A4.02-2 Nothing contained in this Agreement creates any contractual or business relationship between the Town and the Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention, and discharge.

A4.03 Changes to Subconsultants

The Consultant must not add, modify, or change any Subconsultant listed in Schedule SC without prior written approval by the Project Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

Article A5 Default

A5.01 General

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section will not release Consultant from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Consultant will be liable to the Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential and incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

A5.02 Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

A5.02-1 Consultant fails to obtain or maintain the required insurance.

A5.02-2 Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.

A5.02-3 Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

A5.03 Time to Cure Default; Force Majeure

Town through the Town Manager or designee will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within the time stipulated in said notice, after which time the Town may terminate the Agreement. The Town at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as that term is interpreted under Florida law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

Article A6 Termination of Agreement

A6.01 Town's Right to Terminate

The Town, including the Town Manager, has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town Manager. The Consultant will be paid in accordance with provisions of Section C, provided that said documentation is turned over to Town Manager within ten (10) business days of termination. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Consultant until all documentation is delivered to the Town Manager or designee.

- A6.01-1** Consultant will have no recourse or remedy from a termination made by the Town except to retain the fees earned as compensation for the Services that were performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge, or entitlement it may have, or will, have against the Town, its officials, or employees.

A6.02 Consultant's Right to Terminate

The Consultant has the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Consultant specifying the Town's breach of its duties under this Agreement.

A6.03 Termination Due to Undisclosed Lobbyist or Agent

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town will have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Article A7 Documents and Records

A7.01 Ownership of Documents

All tracings, plans, drawings, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above will become the property of the Town upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to Town at any time during the performance of such Services or upon completion or termination of this Agreement. Consultant must not copyright any material and products or patent any invention developed under this Agreement. The Town and its agents and representatives will have the right to visit the site for inspection of the Services and the products of Consultant at any time. The Consultant is permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project. Any modifications by the Town

to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Town's sole risk and without liability to the Consultant.

A7.02 Delivery Upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

A7.03 Reuse by the Town

It is understood that this Agreement and any subsequent Work Orders for Services issued hereunder includes the provision for the re-use of plans and specifications, including construction drawings, specifications, and any other documents provided under this Agreement. By virtue of signing this Agreement Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees, or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the Town of plans, specifications, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

A7.04 Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents, Subconsultants and subcontractors to comply with the provisions of this paragraph.

A7.05 Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, will have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity will be conducted only during normal business hours. The authorized agents and representatives of the Town include representatives of the grant agency, including, but not limited to the FDOT, FHWA, OIG, etc.

Upon termination by the Town or final completion of the Agreement the Consultant must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Consultant and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Consultant will not be made until the Town receives the public records.

The Consultant must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Agreement for the refusal by the Consultant to comply with Chapter 119, Florida Statutes.

Article A8 Indemnification

To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the Town of Miami Lakes ("Town") 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 Town'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 the Town for the negligent acts or omissions of the Town, its officer, 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, agent, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

Article A9 Conflict of Interest

No member, officer, or employee of the Town or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract of the proceeds thereof. 23 CFR 1.33 and Section 287.057 FS are included by reference.

Article A10 F.A.R. 52.203-5 Covenant Against Contingent Fees

Contract warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee.

Article A11 Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance.

A11.01 Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A11.02 Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A11.03 Forms of Coverage

A11.03-1 Commercial General Liability and Automobile Liability

The Consultant must maintain commercial general liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. The coverage pursuant to the latest edition of the Standard ISO Form CG0001, must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage must be written on a primary and non-contributory basis with the Town and the Florida Department of Transportation ("FDOT") listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read (30) days/(10) days for nonpayment.

A11.03-2 Business Automobile

The Consultant must provide business automobile liability coverage including coverage for all owned, hired, and non-owned autos with a minimal combined single limit of \$1,000,000 naming the Town and the Florida Department of Transportation ("FDOT") as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

A11.03-3 Professional Liability Insurance

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$100,000 per claim, \$300,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

A11.03-4 Worker's Compensation Insurance

The Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence.

A11.03-4 Subconsultant Compliance

Consultant must ensure that all Subconsultants comply with these same insurance requirements.

A11.04 Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) day written notice to the Consultant in accordance with Article 10.06 herein. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

Article A12 Miscellaneous

A12.01 Audit Rights

The Town reserves the right to audit the Consultant's accounts during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

A12.02 Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A12.03 Successors and Assigns

The performance of this Agreement must not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant and the Town each binds one another, their partners, successors, legal representatives, and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

A12.04 Truth-In-Negotiation Certification

In compliance with the Consultant's Competitive Negotiation Act, for any Project to be compensated under the Lump Sum method, the Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of the Agreement. The original Project value and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the Project value was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

A12.05 Applicable Law and Venue of Litigation

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Section A8 where Consultant must pay the Town's reasonable attorney's fees.

A12.06 Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

With a copy to:
Rosa M. Marrero
Procurement Manager
6601 Main Street
Miami Lakes, Florida 33014
marreror@miamialkes-fl.gov

For Consultant:

Nestor Santana, P.E.
R.J. Behar & Company, Inc.
6861 NW 196 Avenue, Suite 302,
Pembroke Pines, FL 33332
nsantana@rjbehar.com

A12.07 Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section or Article, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A12.08 Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A12.09 Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.

A12.10 Mediation - Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design or construction of the Project, or following the completion of the Project, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants, or independent contractors retained for the Project, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A12.11 Time

Time is of the essence in this Agreement

A12.12 Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there will be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

A12.12-1 Non-Discrimination

Consultant warrants and represents that it does not and will not engage in discriminatory practices and that there will be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin.

Consultant further covenants that no otherwise qualified individual will, solely by reason of his race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A12.12-2 OSHA Compliance

The Consultant warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The Town reserves the right to refuse Consultant access to Town property, including project jobsites, if Consultant employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by Consultant.

A12.12-3 ADA Compliance

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A12.13 No Partnership

Consultant is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

A12.14 Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A12.15 Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town that cannot be resolved with the Project Manager will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Town's Procurement Manager in writing of the dispute identified in Article A10.06, Notices. Consultant must, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit the documentation within the five (5) calendar days will be considered by the Town that the Consultant has withdrawn its dispute. Upon receipt of said documentation the Procurement Manager will review the issues related to the dispute and issue a written finding. The Procurement Manager may hold meetings or obtain additional information as deemed necessary to issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant, if it elects to appeal, must submit their appeal in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relating to the dispute and issue a written finding. The Town Manager will base his decision on the documentation submitted to or obtained by the Procurement Manager. No additional information or documentation will be considered.

Appealing to the Town Manager for his resolution is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council Consultant will not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Commission approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A12.16 Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

A12.17 Third Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

A12.18 No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remains liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

Where the Consultant is comprised of more than one legal entity, each such entity will be jointly and severally liable under this Agreement.

A12.19 Cooperation with the Inspector General

The Parties agree to comply with S.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

A12.20

FLORIDA STATUTE 558.0035: PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

END OF SECTION

SECTION B SCOPE OF WORK

Article B1 General

Consultant must provide comprehensive Civil Engineering and Inspection services necessary for completion of the Project, in accordance with the Agreement, for which Consultant was selected in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

B1.01 Scope of Services

The Services consist of providing construction engineering and inspection services for the Miami Lakes Park West Bicycle And Pedestrian Improvements Project. The scope of consists of narrowing existing travel lanes, providing bike lanes, enhancing the existing crosswalks, updating the safety-related signing and pavement marking of the existing crosswalk connections, adding ADA connectivity and ramps, and speed tables.

More specifically, the work on Balgowan Road consists of narrowing the travel lanes and providing protected bicycle lanes on each side of the road, adding speed tables, and a new crosswalk. On Montrose Road, the work consists of adding a bike lane on the west side of the road, enhancing the existing crosswalks, updating the safety-related signing and pavement marking of the existing crosswalk connections.

The project is located along Montrose (NW 82nd Avenue) and Balgowan Road from Miami Lakes Drive (NW 154th Street) to Ardoch Road, approximately 0.7 miles

B1.02 Services to be Provided

The consultant 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 Town with interpreting plans; specifications, and construction provisions; making recommendations to the Town to resolve disputes; and coordinate with FDOT for LAP requirement compliance. Services may include but not be limited to:

Task 1 – Construction:

- 1.1 Pre-Construction Phase
- 1.2 Pre-Construction Inspection/Document Review
- 1.3 Pre-Construction Meeting

Task 2- Construction Phase:

- 2.1 Progress Meetings
- 2.2 Stakeholder Meetings
- 2.3 Pay App Review and Approval
- 2.4 RCO/Change Orders Review and Processing
- 2.5 Submittal Review and Processing
- 2.6 RFI Review and Processing
- 2.7 Inspections

Task 3- Close Out Phase:**3.1 Substantial Completion/Inspection****3.2 As-Built Review****3.3 Final Completion/ Inspection**

The Town retains the right to modify the task structure at any point during the course of the project, should it deem such modifications necessary.

B1.03 GAP Monitoring

Resident Compliance Specialists (“RCS”) task is to obtain access to FDOT reporting documentation systems: Grant Application Process (GAP) and Equal Opportunity Compliance (EOC). RCS must conduct and submit labor interviews to confirm wage rates and Commercially Useful Function (CUF) DBE monitoring reports. Resident Compliance Specialist shall prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents into GAP. Attend/Participate in all compliance audits by FDOT’s Oversight Consultant.

RCS shall maintain project documents and files up to date and current, and in accordance with the FDOT requirements and final submittals. The Town shall be responsible for putting together and submitting the reimbursement package to FDOT as per the LAP agreement.

Article B2 Additional Services**B2.01 General**

Services categorized below as “Additional Services” may be specified and authorized by the Town after review and approval by FDOT and are normally considered to be beyond the scope of the Basic Services in relation to the Design Services for CEI Services for Miami Lakes Park West Bicycle And Pedestrian Improvements Project Additional Services will be authorized in a Work Order and will be compensated for as provided in Section C.

B2.02 Examples

Except as may be specified in this Agreement, Additional Services may include, but are not limited to the following:

B3.02-1

Appraisals: Investigation and creation of detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by Town.

B3.02-2

Specialty Design: Any additional special professional services not included in the Scope of Services.

B3.02-3

Extended Testing & Training: Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Town’s personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer. Provide Commissioning Services as part of systems start-up.

B3.02-4

Major Revisions: Any changes to the Scope of Work requested by the Town shall be reviewed and approved by FDOT. Major revisions are defined as those changing the Scope of Work and arrangement of spaces or scheme or any significant portion thereof. These do not include revisions resulting from

a regulatory agencies requirement for the Services to meet applicable building code requirements, or other laws, rules, or regulations.

B3.02-5

Expert Witness: Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, providing, however, that Consultant cannot testify against Town in any proceeding during the course of this Agreement.

B3.02-6

Miscellaneous: Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice related to construction.

B3.03 Additional Design

The Town may, at its option, elect to proceed with additional design work in relation to the Design Services for CEI Services for Miami Lakes Park West Bicycle And Pedestrian Improvements Project, which will be handled in accordance with the requirement for Additional Services.

Article B4 Town's Responsibilities

B4.01 Project & Site Information

The Town, at its expense and insofar as performance under this Agreement may require, may furnish the Consultant with the information described below, or, if not readily available, may authorize the Consultant to provide such information as part of the Basic Services or as an Additional Service, which will be paid eligible as a Reimbursable Expense.

B4.01-1

Surveys: Complete and accurate surveys of building or sites, giving boundary dimensions, locations of existing structures, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and existing utilities information regarding sewer, water, gas, telephone, and electrical services.

B4.01-2

Soil Borings, Geotechnical Testing: Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; and, if required, an appropriate professional interpretation thereof and recommendations. Consultant will recommend necessary tests to City.

B4.01-3

General Project Information: Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required establishing a program as per Section A2.02

B4.01-4

Existing Drawings: Drawings representing as-built conditions at the time of original construction, subject to as-built availability. However, such drawings, if provided, are not warranted to represent conditions as of the date of receipt. Consultant must still perform field investigations as necessary in accordance with Section A2.01 to obtain sufficient information to perform its Services.

B4.01-5

Reliability: The services, information, surveys, and reports described in A4.01-1 through A4.01-4 above, will be furnished at Town's expense, and Consultant will be entitled to rely upon the accuracy and completeness thereof, provided Consultant has reviewed all such information to determine if additional information or testing is required to properly design the Project.

B4.02 Construction Management

B4.02-1

During construction, the Consultant and Town staff will assume the responsibilities described in the general conditions and supplementary conditions of the construction contract relating to review and approval of the construction work by the Contractor.

B4.02-2

If the Town observes or otherwise becomes aware of any fault or defective construction work in the Project, or other nonconformance with the construction contract during construction, the Town will give prompt notice thereof to the Consultant.

END OF SECTION

SECTION C. COMPENSATION AND PAYMENTS

Article C1 Method of Compensation

Determination for allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Contract. The fees for Professional Services for the Project and each Work Order will be determined by the method shown below.

- a) An Hourly Rate, in accordance with C3.02 below and at the rates set forth in the Agreement.

C1.01 Compensation Limits

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the Town under this Agreement will be limited to the amount specified in Section A2.03-1 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the Town have any liability for Services performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount provided herein, except where specifically approved in accordance with the Town's Procurement Ordinance, either by the Town Manager or Town Council, as applicable, as an increase to the Agreement and put into effect via an Amendment to this Agreement.

C1.02 Consultant Not to Exceed

Absent an amendment to the Agreement or to any specific Work Order, any maximum dollar or percentage amounts stated for compensation must not be exceeded. In the event they are so exceeded, the Town will have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

Article C2 Wage Rates

C2.01 Fee Basis

All fees and compensation payable under this Agreement will be formulated and based upon the certified negotiated Wage Rates stated in Schedule 2 of the Agreement. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant and Subconsultant employees in the specified professions and job categories that are to be utilized to provide the Services under this Agreement, regardless of manner of compensation.

Should the Consultant intend to utilize personnel or Subconsultants for the Project where the Wage Rates have not been established, the Consultant must request that the Town add the person or Subconsultant's wage rates to Schedule 2 prior to the use of the personnel. The Town may require that the Consultant provide documentation substantiating the request.

C2.02 Employees and Job Classifications

Form KS identifies the professions, job categories or employees expected to be used during the term of this Agreement. These may include engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the Town reserves the right to recommend the use of Consultant employees at particular Wage Rate levels.

C2.03 Calculation

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for Additional Services requested by Town or where the Consultant proposes to add additional staff. Consultant must identify job classifications, available staff and projected man-hours required for the proper completion of tasks or groups of tasks, milestones and deliverables identified in a request for Additional Services.

C2.04 Wage Rate Adjustments

There will be no wage rate adjustments permitted under this Agreement.

Article C3 Computation of Fees and Compensation

The Town agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

C3.02 Hourly Rate Fees

C3.02-1 Hourly Rate Fees are those rates for Consultant and Subconsultant employees identified in Schedule 2 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the Agreement. The Town will have no liability for any fee, cost, or expense above this figure.

Hourly Rate Fees will be used only in those instances where the parties agree that it is not possible to determine, define, quantify, or calculate the complete nature, or aspects, tasks, man-hours, or milestones for a Work Order or portion thereof at the time the Work Order is issued. In such cases, the Town will establish an allowance in the Work Order that will serve as a Not to Exceed Fee for the Services to be performed on an Hourly Rate Basis. F

Consultant must maintain records acceptable to the Town to track the hours of work performed by each person.

C3.03 Reimbursable Expenses

Any fees for authorized reimbursable expenses must not include charges for any expenses identified in Article C2.03, Multiplier. All reimbursable services must be billed to the Town at direct cost expended by the Consultant, without any mark-up, including but not limited to charges for the Consultant handling, office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications (above the quantities set forth in this Agreement), mailing, stenographic, clerical, or other employees time for travel and subsistence. Town authorized reproductions in excess of the number of sets required for each phase of the Services will be a Reimbursable Expense.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Town Manager or designee including, without limitation, detailed bills, itemized invoices, or copies of cancelled checks.

C3.04 Fees for Additive or Deductive Alternates

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the Town Manager will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Work and construction budget must be authorized through a Work Order and must be billed to Town as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Town Manager and the Consultant.

C3.05 Fees for Additional Services

The Consultant may be authorized to perform Additional Services for which additional compensation or Reimbursable Expenses, as defined in this Agreement under Sections C3.03 and C3.05 respectively, may be applicable. The Consultant must utilize the Work Order Proposal Form and worksheets which can be found on the Town's website at http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358. The webpage also provides

the procedures for completing these forms. Failure to use the forms or follow the procedures will result in the rejection of the Work Order Proposal.

C3.05-1 Determination of Fee

The compensation for such services will be one of the methods described Sections C3.01 and C3.02.

C3.05-2 Procedure and Compliance

An independent and detailed Work Order or an Amendment to a previously issued Work Order will be required to be issued and signed by the Town Manager for each Additional Service requested by the Town. The Work Order will specify the fee for such service and upper limit of the fee, which must not be exceeded, and must comply with the Town's regulations, including the Procurement Ordinance, the Consultant's Competitive Negotiation Act, and all other applicable laws.

C3.06 Payment Exclusions

Consultant will not be compensated by Town for revisions and modifications to drawings and specifications, for extended construction administration, or for other Services when such Services are due to errors or omissions of the Consultant, as determined by Town.

C3.07 Fees Resulting from Project Suspension

If a Project is suspended for the convenience of the Town for more than three (3) months or terminated without any cause in whole or in part, the Consultant will be paid for Services duly authorized and performed prior to such suspension or termination, together with the cost of authorized Reimbursable Expenses, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation will be subject to renegotiations.

Article C4 Payments to the Consultant

C4.01 Payments Generally

Payments for Basic Services may be requested monthly in proportion to Services performed during each Phase of the Work. Subconsultant fees and Reimbursable Expenses must be billed to the Town in the actual amount paid by Consultant. Consultant must utilize the Town standard Consultant Invoice Form as identified in Section A2.03-2. Failure to use the Town's invoice form will result in rejection of the payment request.

C4.02 Comprehensive Basic Services

For Projects and Work Orders contain multiple phases or task, payments will not exceed the amount stipulated for each phase/task and the aggregate payment will not exceed the total value of the Agreement.

C4.03 Billing – Hourly Rate

Invoices submitted by the Consultant must be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When Services are authorized on an Hourly Rate basis, the Consultant must submit for approval by the Project Manager, a Town invoice form, with supporting documentation providing the names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on the Project, Work Order, phase, or task. Any authorize Reimbursable Expenses may then be added. The Consultant must attach to the invoice all supporting data for payments made to and incurred by Subconsultants engaged on the Project. In addition to the invoice, the Consultant must, for Hourly Rate authorizations, submit a progress report giving an update on the completion of the Project, Work Order, or the applicable phase or task.

C4.03 Payment for Additional Services & Reimbursable Expenses

Payments for Additional Services must comply with the requirements of this Sections 3.03. 3.05 and Section C4. Failure to comply with these requirements will result in the delay of payment by the Town.

Article C5 Reimbursable Expenses**C5.01 General**

Reimbursable Expenses are those items authorized by the Town outside of or in addition to the Scope of Work as identified in the Basic Services or Work Order and consist of actual expenditures made by the Consultants and the Consultant's Subconsultants, as stated in Section 3.03 for the following:

C5.01-1 Transportation

Transportation will not be considered a reimbursable expense under this Agreement.

C5.01-2 Travel and Per Diem

Travel and per diem will not be considered a reimbursable expense under this Agreement.

C5.01-3 Communication Expenses

Identifiable communication expenses approved, in writing and in advance by the Town Manager, including long-distance telephone, courier and express mail between the Consultant's and Subconsultant's offices or the Town's offices.

C5.01-4 Reproduction, Photography

Cost of printing, reproduction, or photography, beyond that which may be required by the Agreement, which is required by or of Consultant to deliver the services set forth in this Agreement.

C5.01-5 Permit Fees

All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

C5.02 Reimbursements to Subconsultants

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Town Manager and subject to all budgetary limitations of the Town and requirements of the Agreement.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witness/Attest

R.J. BEHAR & COMPANY, INC.



Signature



Signature

Paola Riveros / Vice President

Print Name, Title

Robert J. Behar, PE / President

Print Name, Title of Authorized Officer or Official

Attest:

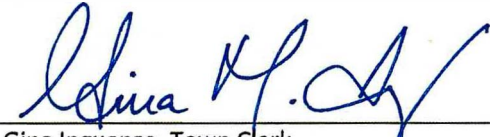
(Corporate Seal)



Consultant Secretary
(Affirm Consultant Seal, if available)

Attest:

Town of Miami Lakes, a municipal corporation of the State of Florida

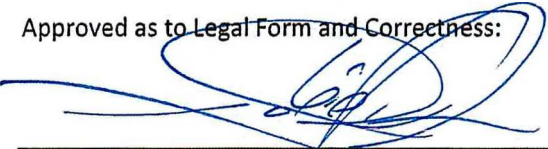


Gina Inguanzo, Town Clerk



Edward Pidermann, Town Manager

Approved as to Legal Form and Correctness:



Raul Gastesi, Town Attorney

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of R.J. Behar & Company, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 17th day of March, 2026, a resolution was duly passed and adopted authorizing (Name) Robert Behar as (Title) President of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, will be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of August, 2026.

Secretary: 

Print: Dereth Behar

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the partnership to execute agreements on behalf of the partnership and provides that his/her execution thereof, attested by a partner, will be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Agreement to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Signed: _____

Print: _____

NOTARIZATION

STATE OF Florida)

) SS:

COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 19th day of August,
20 26, by Robert Behar, who is personally known to me or who has
produced _____ as identification and who (did / did not) take an oath.

Stacy Sookdew-Sing
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Stacy Sookdew-Sing
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC



**EXHIBIT A:
CONSULTANT PROPOSAL**



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

July 20, 2026

Mr. Omar Santos Baez, PE
Director
Public Works & CIP
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

**RE: RFQ No. 2025-18: CEI Services for Miami Lakes Park West Bicycle and Pedestrian Improvements
Projectse- Fee Proposal Rev 7.20.2026**

Dear Mr. Santos:

R.J. Behar & Company, Inc. (RJ Behar) appreciates the opportunity to submit this proposal to provide Construction Engineering and Inspection (CEI) services for the above-referenced project. This proposal outlines our understanding of the required services and presents our proposed fee.

SCOPE OF WORK

R.J. Behar & Company, Inc. shall provide CEI services on a part-time, as-needed basis to support and coordinate the activities of the parties involved in the completion of the Project. Such services shall include maintaining records of project activities observed during scheduled site visits; documenting significant changes, issues, and field conditions identified by our inspection staff; assisting the Town with the interpretation of the plans, specifications, and applicable contract provisions; providing recommendations regarding the resolution of disputes or construction-related issues; and performing periodic surveillance of the Contractor's operations. The level and frequency of inspection services will be coordinated with the Town based on the anticipated construction activities, project needs, and authorized staffing and R.J. Behar & Company, Inc.'s responsibilities will be limited to construction activities and conditions observed during its scheduled site visits.

The construction duration for this project is 5 months (130 days) from issuance of the Notice to Proceed through final completion. The CEI contract duration is estimated at 5 months, which includes the period for pre-construction services and post-construction services.

These services include preliminary coordination meetings prior to the start of work, plans review and project set-up, preparation of final closeout documentation, support for audits (if required), and final certification upon project completion. Should the project duration be extended due to delays, changes, or circumstances beyond the control of R.J. Behar & Company, Inc., the firm reserves the right to negotiate an equitable adjustment to its compensation for the additional CEI services required during the extended contract period.

Tasks during the Pre-Construction Phase:

Pre-Construction Meeting: Schedule and attend, within ten (10) days after the notice to proceed for the Project in accordance with the Town's procedures. RJ Behar shall provide appropriate staff to attend and participate in the pre-construction meeting. Schedule and attend any preliminary coordination meetings prior to the start of work with utilities or other facilities.

Project Set-up: The RJ Behar staff will review the project plans, contract documents, specifications, prior to the start of work and pre-construction meeting. They will work on setting up project files, including preparing logs for Shop Drawing tracking, RFI's and any additional correspondence with EOR regarding submittals, review, and approval.

Tasks during the Construction Phase:

Construction Inspection Services: RJ Behar will provide inspection services during the construction phase of the project. They will be present for the scheduled site inspections to determine in general whether the work being performed is in accordance with the contract documents. Schedule site inspections will include activities related to clearing & grubbing, demolition work, milling and resurfacing, concrete curb and gutter, concrete sidewalk and driveways, detectable warnings, sod, asphalt, pavement markings & striping, signing, and midblock crosswalk rectangular rapid flashing beacons assembly.

Coordination with Geotechnical Laboratory for material sampling pick-up and testing with on-site inspection staff.

Project Journal: Maintain both a detailed electronic and hard copy diary with records of the Contractor's Operations, quantities and significant events that affect the work while the inspector is on site. Along with daily reports of construction our inspection staff will collect all material tickets for materials delivered or incorporated in the project. Including all Buy America certifications required by law. We will ensure all material meets the contract specifications and all applicable Town, County, State and/or Federal requirements.

Material Verification and Testing: RJ Behar and Co., Inc along with their subconsultant, will provide and coordinate material sampling and testing services if needed, including a CTQP Asphalt Plant Inspector service to monitor the contractor's asphalt plant activities in general accordance with the required specifications outlined in the contract.

Project Meetings: Conduct bi-weekly project progress meetings; prepare and distribute meeting agenda and minutes to attendees. Progress meetings will be scheduled as needed and per the specifications.

Traffic Control: Inspection of maintenance of traffic (MOT) devices in work zones during construction will be done daily by RJ Behar inspection staff is on site to ensure the MOT is in compliance with the required traffic control plans or the contract documents.

Review and Process Contractor's Applications for Payment: Receive and review application for payment prepared by the Contractor, reconcile any discrepancies between Engineer's estimate of progress and Contractor's application. Review application for payment in comparison to measured or estimated quantities. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete. Submit a copy of the reviewed draft to the Town's Project Manager if required. Review any revised application for payment and, if acceptable, send a recommendation of payment and forward it to the Town personnel for processing.

Submittal Review and Processing.

Review and process contractor submittals for compliance with the contract documents, approved plans, technical specifications, FDOT LAP requirements, and applicable agency standards. Each submittal will be logged, tracked, and coordinated with the Engineer of Record, Town of Miami Lakes and contractor, to ensure timely review, resolution of comments, and avoidance of schedule impacts. RJ Behar will maintain complete submittal records, monitor approval status, and verify that approved materials, products, and procedures are incorporated into the work.

Contract Interpretations and Modifications: Receive, log, and coordinate reviews and responses to Contractor's Requests for Information/Interpretations (RFI's) with the EOR, following the Town's approval and concurrence if required, and send the Contractor the response or directive.

Problem Resolution: Analyze problems that arise on a project and proposals submitted by the Contractor, prepare, and submit recommendations to the Town Project Manager, and process the necessary paperwork.

Administration of Changed Work: Track changes from initiation through completion. Estimate cost and time impacts and assist with negotiation of changes in contract time and cost. Prepare change orders to incorporate changes within Contract Documents. Review costs presented by Contractor on Change Proposal Requests. Assist with negotiation of final pricing as required. Assemble approved Change Order Proposal Requests into Town format.

Include justification documents with each Change Order. Review payment applications and verify Change Order items are broken out and that payment is not made until work is complete.

Compliance/GAP Monitoring:

RJ Behar compliance staff will obtain access to FDOT reporting documentation systems: Grant Application Process (GAP) and Equal Opportunity Compliance (EOC) to conduct and submit labor interviews to confirm wage rates and Commercially Useful Function (CUF) DBE monitoring reports. Resident Compliance Specialist shall prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents to Town's PM to be uploaded into GAP. Attend/Participate in all compliance audits by FDOT's Oversight Consultant. RCS shall maintain project documents and files up to date and current, and in accordance with the FDOT requirements and final submittals. The Town of Miami Lakes will be responsible for putting together and submitting the reimbursement package to FDOT as per the LAP agreement.

Tasks during the Closeout Phase:

Substantial Completion: Receive and review Contractor's request for substantial completion of the work and determine if the Project is ready for substantial completion inspection. Develop a substantial completion submittal checklist. Verify submittals of all substantial completion inspections after receiving agency concurrence.

Conduct Substantial Completion Inspection: Coordinate, conduct, and document the substantial completion inspection. Notify all project team members of date of substantial completion inspection. Prepare and distribute the punch list format to the parties conducting the inspection.

Final As-Built Record Drawing Review: Review As-built drawings to verify that the Contract Drawings are properly noted to reflect actual construction; notify the Contractor of deficiencies noted; provide follow-up to verify if corrections were made and that the As-built drawings are up to date.

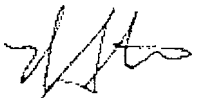
Final Completion: Receive and review the Contractor's request of final completion of the work. Develop final completion submittal checklist. Verify submittal of all required documents and review for completeness and compliance with Contract provisions. Notify Construction Project Manager, Contractor, and other affected parties of date of final inspection. Coordinate, attend and conduct the final inspection meeting and physical walk-through of the Project. Collect all payment documents required and forward to the Town Project Manager for processing along with the Contractor's Final Application and Certificate for Payment; finalize all project costs and determine the final adjusted amounts for construction; obtain the Contractor's signature on any required Contractor's Certification of Affidavits; process and sign Final Application for Payment; prepare transmittal letter indicating recommendation for Final Payment.

COMPENSATION

RJ Behar shall perform the work detailed in this proposal for a total sum of **\$ 120,121.00**. Please see attached hours per month by personnel breakdown in attachment "A" for this fee proposal.

We appreciate the opportunity of submitting this proposal. We look forward to continuing our work with the Town of Miami Lakes on this project.

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



Nestor Santana, P.E.
Director of Construction Management

Exhibit A

R J Behar & Company, Inc.

Personnel Category	CEI Senior Project Eng. PE	Rate	CEI Project Administrator	Rate	CEI RCS	Rate	CEI Senior Inspector	Rate	GEO Material Testing	FEE	Comments
Hourly Rate	Hrs	\$ 270.31	hrs	\$ 218.81	hrs	\$ 95.38	hrs	\$ 108.36			Home and Field Rates are based on the Florida Department of Transportation Consultant Wage Rate Report For District 0 - Miami
TASK Miami Lakes Park West Bicycle and Pedestrian Improvement Project.											
Construction Administration & Engineering (130 days = 5 months = 4 mth SC + 1 mth FG)											
Pre Construction Meeting		\$ -									
Introductory meeting with D6 Construction Lazaro Mesa	1	\$ 270.31		\$ -	1	\$ 95.38					
Attend Preconstruction Meeting	1	\$ 270.31		\$ -	1	\$ 95.38					Attend Pre-Construction Meeting (Does not include Agenda)
Project Set Up	1	\$ 270.31		\$ -	8	\$ 763.04		\$ -			Review Project Plans, contract documents, specifications, setting up project files, shop drawing and RFI logs, Set up compliance binder, No Gap, Coordinate with contractor for bulletin board, Ck SAM.gov, etc.
Submittal Review		\$ -		\$ -				\$ -			
Receive, Review, Distribute and keep track	4	\$ 1,081.24		\$ -	22	\$ 2,098.36		\$ -			Assume 11 submittals, forward to Town to upload into GAP, Submittals; Concrete, Asphalt, RRFB, Striping, ADA Mats, Inlet Protection, Electrical Components, Sod, MOT, Drainage Inlet Top, Signs, etc. Follow up for timely approval from the EOR.
Progress Meetings		\$ -		\$ -		\$ -		\$ -			
Bi-Weekly progress meetings	10	\$ 2,703.10		\$ -	30	\$ 2,861.40		\$ -			Assumed Bi-weekly meetings 10 @ 3 hours = 30 hr (incl Min and Agenda)
Specialty Meetings		\$ -		\$ -		\$ -		\$ -			N/A
Pay Estimate Review		\$ -		\$ -		\$ -		\$ -			
Review and recommend Contractor's Pay Apps in Compliance with LAP Agreement on a monthly basis.	5	\$ 1,351.55		\$ -	15	\$ 1,430.70		\$ -			Assumed 5 Pay Apps 1 hr SPE, 3 hr RCS
Final Pay App	2	\$ 540.62		\$ -	20	\$ 1,907.60		\$ -			Collect all related data, final quantities, underruns and overruns, coordination with FDOT prior to processing payment. Request Consent of Surety, Releases of Lien, and all Material Certifications.
Construction Schedule Review	0	\$ -		\$ -	0	\$ -		\$ -			Not included
Construction Clarifications (RFI)	5	\$ 1,351.55		\$ -	20	\$ 1,907.60		\$ -			Assume 10 RFI Receive, Review, Distribute and keep track
Construction Change Management		\$ -		\$ -		\$ -		\$ -			
Review and technical evaluations of change orders, and claims and provide recommendations and cost evaluations to the Town. Document process and control and file documentation.	5	\$ 1,351.55		\$ -	40	\$ 3,815.20		\$ -			Assume 8 hrs per month x 5 mth = 40 hr
Quality Assurance Program		\$ -		\$ -		\$ -		\$ -			N/A
Coordination with City and Private Utility Companies		\$ -		\$ -		\$ -		\$ -			N/A
Utility Coordination meetings		\$ -		\$ -		\$ -		\$ -			N/A
Public Outreach		\$ -		\$ -		\$ -		\$ -			N/A
Surveying (Optional Additional Services)		\$ -		\$ -		\$ -		\$ -			N/A
Construction Phase		\$ -		\$ -		\$ -		\$ -			
Construction Observations		\$ -		\$ -		\$ -		\$ -			
Inspector - Construction engineering and inspection functions, including effective control procedures ensuring that the project is performed in reasonable conformity with the plans, specifications and contract provisions, provide periodic observations of construction activities and daily progress report.		\$ -		\$ -		\$ -	660	\$ 71,517.60			5 months (22 weeks @ 30 hrs. per week) = 660 hr.
Maintain Project Files		\$ -		\$ -		\$ -		\$ -			
Review daily reports from Inspector at the end of each week for EEO compliance and wages. At the end of the month for City Verification, and progress payments. Submittal to the Town to be uploaded to GAP.		\$ -		\$ -	40	\$ 3,815.20	0	\$ -			8 hr. per months x 5 months = 40 hrs.
		\$ -		\$ -		\$ -		\$ -			
		\$ -		\$ -		\$ -		\$ -			

Exhibit A

Construction Project Administration		\$ -	\$ -	\$ -	\$ -		
Review monthly construction Schedule	0	\$ -	\$ -	\$ -	\$ -		N/A
Review all permits for compliance and verify closure upon completion	0	\$ -	\$ -	\$ -	\$ -		N/A
Resolution on Interpretation of design documents	2	\$ 540.62	\$ -	40	\$ 3,815.20	\$ -	
Respond to all audit memos from construction and compliance audits requested by the FDOT District 6 LAP Oversight Manager.	2	\$ 540.62	\$ -	16	\$ 1,526.08	\$ -	Assume 2 audits @ 8 hrs. = 16 hr
Monthly conduct and review Jobsite Buletting Board Inspection, Employee EEO labor interviews with Contractor's employees, as per FDOT LAP requirements for contractors to ensure that all EEO/AA subcontractors are paid timely and payments are verified. Request and Review all subcontract agreements for EEO Compliance.		\$ -	\$ -	30	\$ 2,861.40	\$ -	6 hr x 5 months = 30 hrs
Review all material in the project for BABA and APL		\$ -	\$ -	20	\$ 1,907.60	\$ -	4 hr per 5 months = 20 hr - RCS
Submittal of compliance documents to the FDOT oversight via secure share link transfer.		\$ -	\$ -	20	\$ 1,907.60	\$ -	4 hr. per 5 months = 20 hr. - RCS
Project Closeout		\$ -	\$ -	\$ -	\$ -	\$ -	
Substantial Completion and Final Completion walkthrough and punch list. As-builts review, completes all regulatory certifications, and project final documents.	4	\$ 1,081.24	\$ -	40	\$ 3,815.20	\$ -	SPE/PA will review all project documentation and evaluate to determine the acceptability of the project and issue a project certification. RCS will conduct Document Control in GAP. Project Team will oversee the walkthrough and punch list preparation, including as-built review and completion to the Department.
Project Certification	4	\$ 1,081.24	\$ -	\$ -	\$ -	\$ -	SPE will review all project documentation and evaluate to determine the acceptability of the project and issue a project certification.
City Closeout Permit	0	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Certified Arborist		\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Geo Material Testing		\$ -	\$ -	\$ -	\$ -	\$2,500.00	More than 500 TN QA for asphalt
Subtotal Hours	46		0	363		660	
	1	\$ 12,434.26	\$ -	1	\$ 33,069.14	\$ 71,517.60	\$7,500.00
Sub-Total							\$120,121.00
Total							\$120,121.00



Florida Department of Transportation

Consultant Wage Rate Report

For District 6 - Miami

Job Class Wage Rate Averages For District 6 - Miami

Job Class	Actual Rates (Unloaded)			** Partially Loaded Actual Rates Home			Contract Rates (Unloaded)			Unit
	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	
CEI Contract Support Specialist	\$41.12	\$44.88	48.00	\$115.35	\$125.91	\$134.65	40.04	\$44.09	\$47.56	Hour
CEI Project Admin/CEI Project Engineer	\$64.07	\$71.23	78.00	\$179.73	\$199.81	\$218.81	64.27	\$68.30	\$74.64	Hour
CEI Res Compliance Specialist	\$33.00	\$33.33	34.00	\$92.57	\$93.51	\$95.38	32.71	\$32.95	\$33.42	Hour
CEI Senior Inspector	\$39.50	\$41.50	45.00	\$110.81	\$116.42	\$126.23	37.72	\$39.92	\$41.88	Hour
CEI Senior Inspector (CC2)	\$37.00	\$38.22	38.00	\$103.79	\$107.22	\$106.60	37.50	\$38.11	\$38.01	Hours
CEI Senior Project Engineer	\$89.50	\$95.32	96.36	\$251.08	\$267.38	\$270.31	89.50	\$92.85	\$96.36	Hour

* Note: Job Class Wage Rates are loaded nightly from the Automated Fee Proposal(AFP) Spreadsheet

** Partially loaded rates include the multipliers for Overhead, Direct Expense % and FCCM published on page D1 of the Negotiations Handbook. Operating Margin is not included in the determination of Partially Loaded Actual Wage Rates.**

Job Class Rate Statistics (Statewide Averages)

Job Class	Actual Rates (Unloaded)			** Partially Loaded Actual Rates Home			Contract Rates (Unloaded)			Unit
	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	
CEI Contract Support Specialist	\$42.00	\$44.79	\$47.15	\$117.82	\$125.65	\$132.27	\$41.78	\$43.60	\$46.00	Hour
CEI Project Admin/CEI Project Eng(CC2)	\$64.68	\$84.24	\$107.43	\$181.44	\$236.31	\$301.36	\$63.52	\$66.51	\$69.43	Hour
CEI Project Admin/CEI Project Engineer	\$60.05	\$65.91	\$69.79	\$168.46	\$184.89	\$195.77	\$60.14	\$63.45	\$67.48	Hour
CEI Res Compliance Specialist	\$30.64	\$32.40	\$35.17	\$85.95	\$90.89	\$98.67	\$30.00	\$31.44	\$34.08	Hour
CEI Senior Inspector	\$38.00	\$40.54	\$42.48	\$106.60	\$113.72	\$119.18	\$38.30	\$39.47	\$41.00	Hour
CEI Senior Inspector (CC2)	\$38.42	\$43.24	\$46.23	\$107.78	\$121.28	\$129.68	\$38.01	\$41.22	\$42.98	Hours
CEI Senior Project Engineer	\$87.91	\$96.46	\$101.14	\$246.62	\$270.58	\$283.72	\$89.08	\$93.10	\$98.00	Hour

* Note: Job Class Wage Rates are loaded nightly from the Automated Fee Proposal(AFP) Spreadsheet

** Partially loaded rates include the multipliers for Overhead, Direct Expense % and FCCM published on page D1 of the Negotiations Handbook. Operating Margin is not included in the determination of Partially Loaded Actual Wage Rates.**

Report Run on 7/17/2026



Florida Department of Transportation

Consultant Wage Rate Report

For District 6 - Miami

Job Class Wage Rate Averages For District 6 - Miami

Job Class	Actual Rates (Unloaded)			** Partially Loaded Actual Rates Field			Contract Rates (Unloaded)			Unit
	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	
CEI Contract Support Specialist	\$41.12	\$44.88	48.00	\$99.02	\$108.08	\$115.58	40.04	\$44.09	\$47.56	Hour
CEI Project Admin/CEI Project Engineer	\$64.07	\$71.23	78.00	\$154.28	\$171.52	\$187.82	64.27	\$68.30	\$74.64	Hour
CEI Res Compliance Specialist	\$33.00	\$33.33	34.00	\$79.46	\$80.27	\$81.87	32.71	\$32.95	\$33.42	Hour
CEI Senior Inspector	\$39.50	\$41.50	45.00	\$95.12	\$99.93	\$108.36	37.72	\$39.92	\$41.88	Hour
CEI Senior Inspector (CC2)	\$37.00	\$38.22	38.00	\$89.10	\$92.04	\$91.50	37.50	\$38.11	\$38.01	Hours
CEI Senior Project Engineer	\$89.50	\$95.32	96.36	\$215.53	\$229.52	\$232.03	89.50	\$92.85	\$96.36	Hour

* Note: Job Class Wage Rates are loaded nightly from the Automated Fee Proposal(AFP) Spreadsheet

** Partially loaded rates include the multipliers for Overhead, Direct Expense % and FCCM published on page D1 of the Negotiations Handbook. Operating Margin is not included in

Job Class Rate Statistics (Statewide Averages)

Job Class	Actual Rates (Unloaded)			** Partially Loaded Actual Rates Field			Contract Rates (Unloaded)			Unit
	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	25th Percentile	Mean / Avg.	75th Percentile	
CEI Contract Support Specialist	\$42.00	\$44.79	\$47.15	\$101.14	\$107.86	\$113.54	\$41.78	\$43.60	\$46.00	Hour
CEI Project Admin/CEI Project Eng(CC2)	\$64.68	\$84.24	\$107.43	\$155.75	\$202.85	\$258.69	\$63.52	\$66.51	\$69.43	Hour
CEI Project Admin/CEI Project Engineer	\$60.05	\$65.91	\$69.79	\$144.61	\$158.71	\$168.05	\$60.14	\$63.45	\$67.48	Hour
CEI Res Compliance Specialist	\$30.64	\$32.40	\$35.17	\$73.78	\$78.02	\$84.70	\$30.00	\$31.44	\$34.08	Hour
CEI Senior Inspector	\$38.00	\$40.54	\$42.48	\$91.50	\$97.62	\$102.30	\$38.30	\$39.47	\$41.00	Hour
CEI Senior Inspector (CC2)	\$38.42	\$43.24	\$46.23	\$92.52	\$104.11	\$111.32	\$38.01	\$41.22	\$42.98	Hours
CEI Senior Project Engineer	\$87.91	\$96.46	\$101.14	\$211.70	\$232.27	\$243.55	\$89.08	\$93.10	\$98.00	Hour

* Note: Job Class Wage Rates are loaded nightly from the Automated Fee Proposal(AFP) Spreadsheet

** Partially loaded rates include the multipliers for Overhead, Direct Expense% and FCCM published on page D1 of the Negotiations Handbook. Operating Margin is not included in

Report Run on 7/17/2026