

**CITY OF NORTH MIAMI
ARCHITECTURAL & ENGINEERING
CONTINUING SERVICES AGREEMENT
(RFQ #38-09-10; Planning & Urban Design)**

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONTINUING SERVICES AGREEMENT ("Agreement") is entered into this 7th day of Jan, 2011, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Keith and Schnars, P.A.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 6500 North Andrews Avenue, Fort Lauderdale, FL 33309 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on June 3, 2010, the City of North Miami ("City") advertised *Request for Qualifications # 38-09-10, Continuing Professional Architectural & Engineering Services* ("RFQ"), for the purpose of retaining a pool of experienced, licensed and insured architectural and engineering firms to provide on a continuing contractual basis (as-needed, when needed basis), the following areas of specialized services: Architecture, Landscape Architecture, Civil Engineering, Planning and Urban Design, Traffic Engineering and Transportation Consulting, and Water Resource/Water Supply Engineering Services; and

WHEREAS, the RFQ was administered in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional Planning & Urban Design Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 15, 2010, the Mayor and City Council passed and adopted Resolution No. 2010-88, approving the selection of Consultant for the provision of Planning & Urban Design Services on a continuing contractual basis; and

WHEREAS, the City is in need of professional Planning & Urban Design Services to include additional geotechnical and post design related services needed for the Arch Creek Bike Path and Pedestrian Bridges project situated by Bay Vista Boulevard between Northeast 135th Street and the Florida International University campus ("Project"), as more particularly described in the Contract Documents included herein ("Services"); and

WHEREAS, the City Manager finds that entering into this Agreement is essential for the proper completion of the Project, in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Request for Qualifications No. 38-09-10, Continuing Professional Architectural and Engineering Services*, attached hereto by reference;

2.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Consultant's Scope of Services and fee schedule relating to Services to be provided for the Project ("Proposal"), attached hereto as Exhibit "A";

2.1.4 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 - TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of one (1) year commencing on the date this Agreement is executed, unless terminated earlier by the City. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid an amount not to exceed Twenty Nine Thousand Four Hundred Thirty Nine Dollars (\$29,439.00) as full compensation for Services, pursuant to Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines,

and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

12.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the

public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: Keith and Schnars, P.A.
6500 North Andrews Avenue
Fort Lauderdale, FL 33309
Phone: (954) 776-1616
Fax: (954) 351-7643

For the City: City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E. 125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

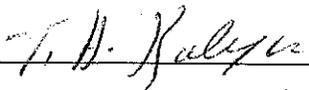
Corporate Secretary or Witness:

Keith & Schnars, P.A., a Florida for-profit corporation:
"Consultant"

By: 

Print Name: Mack J. Moshier

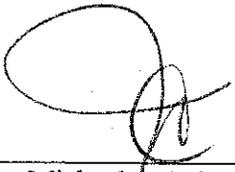
Date: January 7, 2014

By: 

Print Name: Tanzer H. Kalayer

Date: 1/8/14

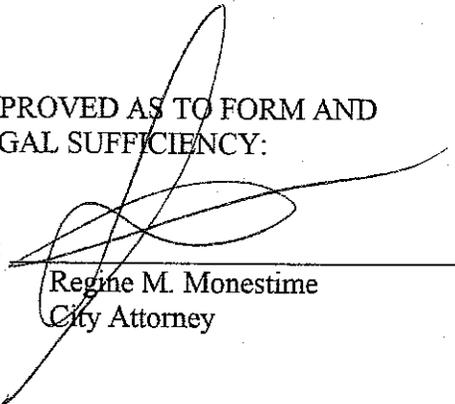
ATTEST:

By: 
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation:
"City"

By: 
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Regine M. Monestime
City Attorney



RECEIVED DEC 24 2013

EXHIBIT A

776 Northeast 125th Street, P.O. Box 610850, North Miami, Florida 33161-0850

(305) 893-9821

December 18, 2013

Hong Benitez, PE
Senior Project Manager
Florida Department of Transportation
1000 NW 111th Ave. - Room 6247
Miami, Florida 33172

RE: City of North Miami - Arch Creek Bridge Installation Request for additional CEI funds
(FIN # 251201-2 / Contract # A0H59) - Revised

Dear Ms Benitez:

During our meeting with Florida Department of Transportation (FDOT) staff on Monday October 7, 2013, the City obtained an extensive list of requirements from the Department's Project Management Team, District Laboratory personnel, Materials Certification Coordinator, and District Assistant Geotechnical Engineer, all of which are to take place during the 90-day construction phase of the City Arch Creek Bridge installation project. Although this project has been designated in the LAP Agreement as an Off-System Project (i.e., Not on the National Highway System and Not on the State Highway System), the Department, clarified that the bridge installation is subject to the requirements of Section 23.1.2 of the Local Agency Program Manual and would be treated as an on system project. Given the forgoing, our consultants will be required to perform additional work and geotechnical testing that was not anticipated in the original RFQ issued by the City.

As indicated before, the City does not have engineering personnel on staff that has familiarity with the LAP process and will need the expertise of our consultants to perform the additional tasks on the City's behalf.

The City originally submitted a letter of request dated October 25, 2013 with attached scope of work and pricing from Both RJ Behar and Keith & Schnars but was subsequently advised to make additional revisions to the scope and fee amounts to more closely reflect the anticipated needs of the project. As such, staff has worked with both consultants to provide additional clarification and revisions based on the recommendations received from FDOT staff.

Attached is a correspondence from David G. Romano, P.E. outlining the additional CEI service needs and expected costs. As per your request Mr. Romano has created a comparative table showing cost estimates of the actual staff hourly rates, which are based on consultant industry standard. We have also included a proposal from Keith & Schnars whose expertise is needed to provide construction phase services to include shop drawing review, request for information oversight as well as geotechnical and construction material testing services.

Based on the revised scope of services and fee estimates the City is requesting that FDOT grant approval of additional funds, in the amount of \$46,840.40 (\$29,439, *Keith & Schnars* plus \$17,401.40 *RJ Behar*) to cover the cost of inspection, additional administrative hours for LIMS and the second construction/compliance audit required for this project, construction phase review and geotechnical services. As you know the City is eager to complete the final construction phase of this project and requests that the aforementioned request be granted. We thank you for guiding us through the process thus far and look forward to your continued support. If you have additional questions or need clarification on any information included in this correspondence, I can be reached at (305) 895-9826 or via email at tsejour@northmiamifl.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'TJ', with a long horizontal flourish extending to the right.

Tanya Wilson-Sejour, AICP Interim Planning Manager
Community Planning & Development Department

Attachments

Cc:

Stephen Johnson, City Manager
Kerrith Fiddler, Assistant Public Works Director
Patrick Dulcio, Purchasing Agent
Vicki Gatanis, District LAP Administrator
David G. Romano, P.E., R.J. Behar & Company, Inc.
Corrian Salas, Keith & Schnars

Project Name:	Construction Engineering and Inspection Services - Arch Creek Pedestrian Bridges	
Project Number:	FPID 251201-2	
Client:	City of North Miami	
CEI Start Time:	10/1/2013	
CEI End Time:	3/31/2014	
Construction Duration:	90 Calendar Days	
Total Duration:	180 Calendar Days = (90 days prefabrication bridge phase + 90 days on-site construction phase)	
Calendar Months:	6 Months	



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

Name / Position	2013			2014			Man Months (MM)	Man Hours (MH)	Rate	Total Cost by Dollars
	Pre-Construction Phase			Construction Phase						
	Oct	Nov	Dec	Jan	Feb	Mar				
David Romano, P.E. - Sr. Project Engineer				0.02	0.02	0.02	0.1	10	147.3	\$1,458.27
Stacy Sookdeev-Sing - Project Administrator	0.05			0.2	0.2	0.2	0.6	96	63	\$6,054.68
Stephanie Miller - Resident Compliance Specialist				0.2	0.2	0.3	0.8	135	36.5	\$4,938.45
Dalton Polanco - Sr. Roadway Inspector				1.0	1.0	1.0	3.0	495	62	\$30,690.00
SubTotal	0.0	0.0	0.0	1.4	1.4	1.5	4.40	727		\$43,151.40
Reimbursable Expenses:										\$250.00
Previous CEI Budget Credit:										-\$26,000.00
Additional CEI Fee:										\$17,401.40

Notes:

- The Sr. Project Engineer be committed 2.0% on the project, charging approximately 1 hour per week, and will be the project manager assigned to this project.
- The Project Administrator will be committed and charging approximately 6 - 8 hours per week (i.e. 15% to 20%), and will be responsible for the day-to-day operations and functions of the project.
- The Resident Compliance Specialist will be committed approximately 25% to 30% on the project, which translates to 10 to 12 hours per week.
- The Sr. Roadway Inspector will be committed full time 100%, however, phased in and out according to the active construction phasing operations.
- Verification Geotechnical Laboratory Testing Services are not included as part of this fee proposal; The City will provide the verification laboratory testing services, including the Geotechnical Engineer through a separate contract.
- Surveying Services are not included as part of this fee proposal; if required by the City, these services can be provided for an added cost.
- Full-time inspection/administration will be needed for this project during the construction phase, for critical structure construction, pile driving installation plan review and approval, pile driving inspections, substructure concrete (bents, caps, wing-walls) and superstructure concrete deck inspections and testing, utility coordination, canal bank revetment and slope protection, approach slab construction and density testing, Preparation of Density Log Books, CPM Schedule Review and Approval, Monthly CPM updates approval, QC Plan review and approval, RFI and Shop Drawing documentation and tracking, Pre-activity meetings (pile driving, utility, earthwork, and asphalt), Lapid, Monthly Contractor Pay Application review and approval, 2-week interval progress meetings, and final project closeout.
- Additional time for the Project Administrator during the construction phase was computed for LIMS sample entry and approval, required now by FDOT on this project.
- Additional time for the Sr. Inspector and Resident Compliance Specialist was computed during the construction phase for the additional construction and compliance audit at the 50% mark, requested by FDOT on this project.
- Reimbursable Expenses for this project include shipping of required material samples to the State's Materials Lab for product approval, as required by the Job-Guide Schedule, requested by FDOT.

From: David Romano [mailto:dromano@rjbehar.com]

Sent: Tuesday, November 26, 2013 6:44 PM

To: Wilson-Sejour, Tanya

Cc: Robert Behar

Subject: CEI Fee Proposal -- With Breakdown of Staffing Hours by Activities, as requested by FDOT

Good Afternoon Tanya,

As requested by FDOT, we have prepared our CEI Fee Proposal for the Arch Creek Pedestrian Bridge Project based on a complete and composite list of all CEI Consultant project activities, broken down by staff position and work group (i.e. Construction Management & Project Administration, Resident Compliance & Contract Administration, and Construction On-Site Inspections). Each of these work groups list the activities that are required under this LAP project, and show the hours to complete each of these tasks. FDOT also requested that we compute our costs based on the actual staff hourly rates, which are based on consultant industry standard. The on-site inspection hours were computed utilizing Ebsary's baseline CPM schedule (attached above), which they developed and assigned the activity durations for each of the major work operations. Activities that require full time inspection are shown as 8 hours per day, whereas others that are less critical are shown at 50% time (i.e. 4 hours per day). Utilizing this preferred approach from FDOT, our consultant fee for providing Construction Engineering & Inspection (CEI) Services to the City of North Miami, for the Arch Creek Pedestrian Bridges is \$85,086.00.

Attached with this email are the following items:

1. CEI Fee Proposal (per FDOT approach equaling \$85,086.00)
2. Construction Management / Project Administration Worksheet, Showing Breakdown of Activities and Assigned Hours for Each.
3. Construction On-Site Inspection Worksheet, Showing Breakdown of Activities and Assigned Hours for Each, as per Ebsary's CPM Baseline Schedule.
4. Ebsary's Original CPM Baseline Schedule
5. Resident & Contract Compliance Worksheet, Showing Breakdown of Activities and Assigned Hours for Each.
6. CEI Fee Proposal (submitted by RJ Behar on 10/9/13, equaling \$43,401.40)

As we discussed on the phone towards the end of last week, R.J. Behar & Company Inc., is willing and able to perform the CEI services for this project for the amount of \$43,401.40, as previously submitted, which would thereby require an additional \$17,401.40 from the original proposal amount of \$26,000.00. As you can see, we are already providing the City of North Miami with a significant reduction in cost from what it would be if we computed our proposal based on time charges for each activity, and at the actual consultant industry standard professional services rate for the prescribed staff positions, as suggested by FDOT.

We have provided the City and FDOT on a number of occasions, with a detailed representation of the task activities and hours that will be required to complete this project, as per the requirements of the LAP Program for a Structures Project. At this time, we are asking that the City of North Miami get together with FDOT District Six Construction personnel to secure the additional CEI funding needed for the project, by having our fee proposal approved in the amount of \$43,401.40.

Thank you.

Sincerely,

David G. Romano, P.E.
Director of Construction Management Services
R.J. Behar & Company, Inc.
6861 SW 196th Avenue, Suite 302
Pembroke Pines, FL 33332

Office: (954) 680-7771
Fax: (954) 680-7781
Mobile: (305) 525-4058

**City of North Miami
Arch Creek Pedestrian Bridges**

SCOPE OF SERVICES

The City of North Miami is (CITY) interested in entering into a contract for professional services with Keith and Schnars, P.A. (CONSULTANT) to provide construction phase services to include shop drawing review, request for information oversight as well as geotechnical and construction material testing services. The Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP Process, Procedures, and Regulations.

The project for which the services are required is:

Project Number: FPID 251201-2
Project Name: Arch Creek Pedestrian Bridges
Location: Arch Creek Pedestrian Path – Bay Vista Blvd. between NE 135th Street and FIU Campus

1.0 Construction Phase Services:

The scope of services for the proposal includes the CONSULTANT assisting the CITY, after selection of the contractor, reviewing shop drawing submittals to include bridge truss and associated handrail shop drawings submitted by the contractor during the duration of the construction contract. The CONSULTANT will also attend applicable construction field and/or office meetings as requested by the CEI, Contractor and authorized by the CITY in order to assist in the resolution of any design and/or construction issues that arise during construction. The CONSULTANT will also review and respond to three (3) Requests for Information (RFI) submitted by the Contractor so that the construction schedule is not impacted negatively. These services will be performed on a time and materials basis at our current FDOT approved rates (see attachment 'A').

Time and Materials fee for this new task is \$9,645.00

**2.0 Geotechnical and Construction Material Testing Services:
(SUB-CONSULTANT – AMEC)**

Two pedestrian bridges will be constructed over Arch Creek for the City of North Miami. The required Geotechnical and Construction Material Testing Services scope of work includes the following:

- Perform two dynamic tests utilizing Pile Driving Analyzer (PDA) on two test piles (one test pile per bridge).
- Prepare Pile Driving Criteria letter and provide recommended pile order lengths.
- Provide a Pile Driving Inspector (CTQP certified) to maintain pile driving records during the test and production pile driving construction activities.
- Prepare Production Pile certification letter

- Provide verification testing (VT) on construction materials services for soils and concrete.
- Provide general geotechnical consultation (Request for Information)

AMEC anticipates that the pile inspector would be onsite for a maximum of 36 hours (approximately 4.5 hours/pile) during the driving of eight piles (two test piles and six production piles, at four different end bents). For each scheduled site visit, a minimum of 4 hours will be charged to the project. Construction delays before production and test pile driving often happen due to hammer maintenance, crane maintenance, pile template construction delay, pile predrilling hole delay, etc. As requested, AMEC has significantly reduced the estimated contingency that was included in the October 24th proposal. It is recommended that the construction manager coordinate with the piling contractor to minimize potential stand-by time due to construction schedule delays. These delays may increase our actual field hours and cost required to perform the work. For test pile driving, our pile inspector shall be informed a minimum of at least 48-hr in advance of any scheduled work events. If the test pile schedule is canceled with less than 24-hours of notice, a PDA equipment charge may be applied. During production pile driving, it is recommended that our pile inspector be scheduled only when the pile template has been erected and the piles are ready to be driven.

This cost estimate represents AMEC's interpretation of the Florida Department of Transportation's 2010 Design Standards and revised index drawings as appended herein, and 2013 Standard Specification FDOT Road and Bridge Construction, as amended by contract Documents including schedule provided by Keith & Schnars. This submittal includes the cost estimate for CTQP certified technicians to perform field sampling and testing, and AMEC laboratory services for soils and concrete on this project. Offsite inspections for production plants such as steel, concrete and pre-cast are not included in this scope and AMEC understands that they will be performed by others. This proposal includes the review of the project site's density log book, for data entries made by AMEC. In addition, AMEC representatives will log samples into the LIMS reporting system and prepare monthly invoices. Our services will be charged as time and materials, based on the projects actual construction schedule for related work activities. Any additional services requested will be performed, following written authorization from you and based on the unit rates presented in the attached rate schedule. (see attachment 'B').

The following services will be provided by SUB-CONSULTANT – AMEC:

FOUNDATION PILES

- Perform two dynamic tests utilizing Pile Driving Analyzer (PDA) on two test piles (one test pile per bridge).
- Perform CAPWAP and WEAP analyses on the test pile data to recommend Production Pile Length and Production Pile Driving Criteria.
- Provide a CTQP Pile Inspector to monitor pile driving activities during the installation of test and production piles.
- Provide Test and Production Pile Summary Letter, certifying the piles meeting axial bearing capacity requirement, minimum tip elevation or minimum penetration requirement, and integrity requirement.

CONCRETE-FIELD

Provide certified CTQP inspector to sample Portland Cement Concrete at the site during placement of ready-mix structural concrete. The inspector will make concrete cylinders for compressive strength testing. The inspector will perform plastic properties tests that include air content, water cement ratio, and temperature. During the placement of Class I concrete, the CTQP certified inspector will check the water cement ratio of the mix delivered. Concrete field and lab services will be performed in general accordance with the FDOT 2013 Standard Specifications for Road and Bridger Construction, Section 346.

- VT tests will include plastic property testing (air content, temperature, slump), sampling with 4 inch by 8 inch cylinders , water/cement ratio, and laboratory compressive strength of the cylinders sampled. The concrete cylinder sets will consists of 4 cylinders per set. Frequency will be per FDOT Specification.
- Check to confirm that the delivery truck has a valid inspection card issued by the Department, the revolution counter on the mixer is working properly, and that calibration of the water dispenser has been performed within the last twelve months.
- Provide a technician to be present and perform tests throughout the placement operation at the frequency indicated in the FDOT specification.
- Perform VT tests per LOT to document compliance with FDOT Specification at the frequency requirements.

EARTHWORK-FIELD

Provide a CTQP earthwork Level I certified inspector to perform in-place density tests with a nuclear gauge (ASTM D-2922) on compacted soils, collect soil samples needed for laboratory testing, and transport material to AMEC's CMEC/FDOT certified laboratory at the frequency specified for field materials by the FDOT 2010 Standard Specifications for Road and Bridge Constructions.

- Perform an Initial Equipment Comparison- Before initial production, AMEC will perform a comparison test using a calibrated nuclear gauge. Perform field density testing of limerock base and stabilized subgrade materials in accordance with the frequency stated in Section 200 of the FDOT 2010 Standard Specification for Road and Bridge Construction.
- Perform field density testing of embankment in accordance with the frequency stated in Section 120 of the FDOT 2010 Standard Specifications for Road and Bridge Construction.
- Perform field density testing of pipe and structure backfill in accordance with the frequency stated in Section 125 of the FDOT 2010 Standard Specifications for Road and Bridge Construction.

Time and Materials fee for this new task is.....\$19794.00

Based on the above scope of services, we estimate:

Total Time and Materials fee for this Proposal is.....\$29,439.00

Our costs will be billed on a time and materials basis based on the rate schedule provided. If construction schedule causes the cost of services to exceed our estimate, we will notify you and request written authorization in the form of a Change Order.

**ARCH CREEK PEDESTRIAN BRIDGES - CONSTRUCTION SERVICES
K&S MAN HOUR BREAKDOWN**

FPID. No. 251201-2
LAP Contract No. AQV56

Task	Hour
Project Management	6
Coordination with AMEC	
Quality Control	
Shop Drawing Review	
Bridge Truss Shop Drawing*	40
Handrail Shop Drawing	8
*Shop drawing review has already been requested by CEI	
Request for Information	18
3 RFIs at 6hrs	
*One RFI already submitted for approach concrete	
Site Visits/Office Meetings	8
2 Visits / Meetings at 4hrs	
Total Hours	80

CITY OF NORTH MIAMI
ARCH CREEK PEDESTRIAN BRIDGES - CONSTRUCTION SERVICES

Consultant: Keith and Schnars

FDOT General Engineering Consultant No. 4 Fees
FPID, No. 251201-2
LAP Contract No. AQV56

HOME OFFICE RATE ACTIVITY	Project Manager \$55.04	Engineer \$33.84	Project Engineer \$41.69	TOTAL	
	Staff Hours	Staff Hours	Staff Hours	Hours	Activity Fee
Coriann Salas	6			6.0	\$330.24
Nicole Axelrod		32		32.0	\$1,082.88
Barbara Russell			42	42.0	\$1,750.98
Total Staff-Hours	6	32	42	80.0	\$3,164.10

Total Activity Fee Salary Related Costs: \$3,164.10

Home Overhead:	168.310%	\$5,262.21
Operating Margin:	29.000%	\$917.59
FCCM(Facilities Capital Cost Money):	0.476%	\$15.06
Expenses:	9.040%	\$288.03

K&S Total	\$9,645.00
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Proposal Project Name: Arch Creek Pedestrian Bridge- City of North Miami
 Prepared by/ Date: ALA/ Rev 10-24-13 Rev 12-10-13

CONSTRUCTION SERVICES FEE ESTIMATE

Tasks	UOM	Rate	est. on site hrs, per trip	travel time, per trip	# of trips	Total Hours	Total Fee
1) Earth Work-Concrete-Paving							
Earthwork technician	hr	\$52				24	\$1,248
Concrete field technician	hr	\$52				36	\$1,872
Asphalt Paving Inspector L-II	hr	\$52				0	\$0
F 5-515 Limerock Bearing Ratio (LBR)	each	\$280				1	\$280
AASHTO T-99 Std. Proctor	each	\$77				2	\$153
AASHTO T88 Particle Size Analy. Of Soils	each	\$53				3	\$159
AASHTO T89 Liquid Limit of Soil	each	\$37				3	\$111
AASHTO T90 Plastic Limit & Plastic Index of Soils	each	\$37				3	\$111
FM 5-550 PH of Soil	each	\$28				3	\$84
FM 1T 2267 Organic Content	each	\$35				3	\$105
ASTM C-39 Compr. Strength of Cylinder	each	\$13				24	\$312
Clerical (LIMS reporting entry)	hr	\$39				4	\$156
Project Laboratory Engineer	hr	\$109				8	\$872
Company Vehicle Charge	day	\$50				9	\$450
2) Pre-Pile Driving							
Prepile driving meeting (if required)	hr	\$126				0	\$0
Preliminary WEAP - Hammer Suitability Evaluation (PIP) (typically 3 to 4-hr if required)	hr	\$126				0	\$0
PIP Review - Address Comments/ Responses	hr	\$126				0	\$0
3) PDA for Test Piles							
PDA Mobilization	mob	\$300			1		\$300
PDA Equipment (2 test piles)	day	\$550			2		\$1,100
PDA Operator (2 test piles) (includes approx additional 1.5 hr preparing PDA anchors)	hr	\$108		1	2	16	\$1,728
PDA Equipment only (stand-by/ contractor's hammer break-down)	day	\$550			1		\$550
PDA Operator (stand-by/ contractor's hammer break-down)	hr	\$108	2		2	4	\$432
Review data and prepare PDI-Plot results	hr	\$136				3	\$408
Perform 2 CAPWAPs	hr	\$136				5	\$680
Perform refined WEAP to match field condition	hr	\$136				3	\$408
Recommend Production Pile Length	hr	\$136				4	\$544
Recommend Production Pile Driving Criteria (on refined WEAP)	hr	\$136				4	\$544
Company Vehicle Charge	day	\$50				3	\$150
4) Production Pile Monitoring and Foundation Letters							
CTQP Pile Driving Inspector (4 days for production; 2 days for tests)	hr	\$69	5	1	6	36	\$2,484
Senior Engineer (Certification of production piles)	hr	\$160				4	\$640
Project Engineer (Certification of production piles)	hr	\$130				4	\$520
Saximeter	day	\$30				6	\$180
Company Vehicle Charge	day	\$50				6	\$300
5) Vibration Monitoring							
Vibration & Noise Monitoring Equipment	day	\$150					\$0
Geotechnical Engineer	hr	\$136					\$0
Company Vehicle Charge	day	\$50					\$0
6) Consultation (Request for Information)							
Geotechnical Engineer (3 RFI's and 2 hours per RFI)	hr	\$136				6	\$816
7) Supervision and Coordination -Project Management/ Expense/ Administrative Fee (13%)							
	ls	13%					\$ 2,277

SUB TOTAL: \$19,794

Assumptions:

- Number of test piles and production piles:
 2 bridges; 2 bents per bridge x 2 = 4 bents total; 2 piles per bent
 2 test piles



Proposal Project Name: Arch Creek Pedestrian Bridge- City of North Miami
Prepared by/ Date: ALA/ Rev 10-24-13 Rev 12-10-13

CONSTRUCTION SERVICES FEE ESTIMATE

- 6 production piles
2. CMT Assumptions:
- 6 days (FT) for concrete technician: 1 day for each endbent and deck concrete pour (5 8-hrs per day)
 - 4 days (FT) for earthwork technician: 1 day for each endbent backfilling operation (4 8 hrs per day).
 - ~~2 days (FT) for paving inspector: 1 day for each deck pavement placement if needed (8 hrs per day).~~
 - 2 standards proctors
 - 1 LBR
4. Per 10/21/13 meeting have assume no time for meetings and vibration monitoring.
5. Assumes that one foundation certification package is required per foundation unit per phase bridge, for a total of 2 4-packages. Assumes four hours per package.
6. The estimate includes a minimum amount of stand-by time, cancelled activities, or re-testing cost. Construction delays before pile driving often happen due to hammer maintenance, crane maintenance, pile template construction delay, pile predrilling hole delay, etc. These delays may increase the field hours, thus the cost significantly. For test pile driving, our pile inspector shall be informed 48-hr in advance. If the test pile date is canceled within 24-hr, a PDA equipment charge may be applied. For production pile driving, our pile inspector shall be informed only when the pile template is ready.
7. The total cost of the inspection and construction monitoring services is dependent upon the Contractor's actual schedule and is, therefore, beyond our control. AMEC will produce an invoice for the actual work performed each month based on the rates indicated above.
8. Repair or replacement costs for damaged equipment including accelerometers and strain gauges caused by action beyond our control will be charged at cost divided by 0.8.
9. There will be an additional charge of \$275/day for travel or field working weekends and holidays.
- ~~10. We includes some pre pile driving activities assuming only 1 hammer will be planned to drive all piles at five bridges. If there is more than 1 hammer to be evaluated, the cost will increase.~~
11. It is understood that our firm will not be responsible for job safety on this project. Job and site safety will be the sole responsibility of the Contractor.
12. The total cost of the inspection and construction monitoring services is dependent upon the Contractor's actual schedule and is, therefore, beyond our control. AMEC will produce an invoice for the actual work performed each month based on the rates indicated above.
13. Estimate does not include stand-by time, cancelled activities or re-testing cost.
14. Overtime is defined as time over 8 hours per day, Saturday and Sunday, and both time and unit pricing will be charged at standard rate x 1.5.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 23, 2013

Tanzer H. Kalayci, PE, President
Keith and Schnars, PA
6500 North Andrews Avenue
Ft. Lauderdale, Florida 33309

Dear Mr. Kalayci:

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

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

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

- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI

- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics

- Group 15 - Landscape Architect

Your overhead audit has been approved, enabling your firm to compete for projects with estimated fees of any dollar amount. This status shall be valid until June 30, 2014 for contracting purposes.

	<u>Home/Branch Office</u>	<u>Field Office</u>	<u>Facilities Capital Cost of Money</u>	<u>Overtime Premium Reimbursed</u>	<u>Direct Expense</u>	<u>Published Fee Schedule</u>
Overhead Rate	166.31%	143.11%	0.476%		9.04% (Home) 11.29% (Field)*	Yes

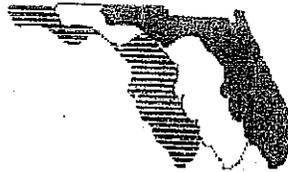
*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

September 5, 2013

James A. Horton, Senior Project Manager
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.
3901 Carmichael Avenue
Jacksonville, Florida 32207

Dear Mr. Horton:

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

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 9 - Soil Exploration, Material Testing and Foundations
 - 9.1 - Soil Exploration
 - 9.2 - Geotechnical Classification Laboratory Testing
 - 9.3 - Highway Materials Testing
 - 9.4.1 - Standard Foundation Studies
 - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
 - 9.5 - Geotechnical Speciality Laboratory Testing

- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI

- Group 13 - Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering

Your overhead audit has been approved, enabling your firm to compete for projects with estimated fees of any dollar amount. This status shall be valid until June 30, 2014 for contracting purposes.

	<u>Home/Branch Office</u>	<u>Field Office</u>	<u>Overtime Premium</u>	<u>Direct Expense</u>
Overhead Rate	160.14%	138.50%	Reimbursed	29.51% (Home) 21.87% (Field)*

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

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

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator