



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

7850 NW 146th Street, Suite 504
Miami Lakes, FL 33016

Consultant Project Proposal

April 5, 2018

Mr. Thomas Fossler
Procurement Manager
Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, FL 33014

RE: Safe Routes to Schools Infrastructure Improvements Project – CEI Miscellaneous Services
2018-2019; Project Number 2015-11R

Dear Mr. Fossler:

R.J. Behar & Company, Inc. (The Consultant) proposes to provide the services identified below for the project entitled Safe Routes To Schools Infrastructure Improvements, Town of Miami Lakes Project # 2015-11R, pursuant to the Professional Service Agreement provided by Town of Miami Lakes for Construction Engineering & Inspection services, dated (To Be Determined – TBD). Click here to enter a date.

I. General

R.J. Behar & Company, Inc. (RJ Behar) appreciates the opportunity to submit this proposal for providing CEI Services associated with the above-referenced project. Herein, we provide a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services. It is understood that this project is receiving FHWA Federal Funding via the Florida Department of Transportation (FDOT) LAP Program. It is also understood that this project is designated as an “Off the State Highway (Off-System) LAP Project. In the event that FDOT should decide to treat or re-designate this project as an “On the State Highway (On-System) LAP Project, then RJ Behar reserves the right to request additional fees. In addition to inspection and coordination, RJ Behar will coordinate with and provide FDOT with all the required information to ensure compliance with all LAP requirements. Construction contract time established for this project is 6 months, or 180 calendar days from the issuance of the Notice to Proceed to Final Construction Completion. The CEI contract time will be based on 232 calendar days, which is an additional 52 calendar days needed for pre and post-construction services, which includes but is not limited to preliminary coordination meetings prior to start of work, photo documentation of the pre-construction conditions of the jobsite, plans review/project set-up, final closeout, FDOT audits, and certification once the construction is completed. Should this project exceed the estimated time, then RJ Behar reserves the right to seek additional fees for their CEI Services.

II. Scope of Work

RJ Behar shall provide the CEI services, **on a part-time basis** as requested by the Town, required for contract administration, inspection, and materials sampling and testing for the Safe Routes to Schools Infrastructure Improvements Project. RJ Behar shall perform the services necessary to coordinate the activities of all parties involved in completing the Project, which includes maintaining complete and accurate records of the Project; documenting all significant Project changes; assisting the Town with interpreting plans, specifications, and construction contract provisions; making recommendations to the Town to resolve disputes; and coordinating with FDOT for LAP requirement compliance.

A. Task 1 – Construction

1.1 **Pre-Construction Phase** – Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-construction meeting for the Project in accordance with Town procedures. The Consultant shall provide appropriate staff to attend and participate in the pre-construction meeting.

1.2 **Construction Phase** – Document contractor's activities and verify quantities for payment.

- a. LAP Monitoring: Request and obtain access to FDOT LAP reporting documentation systems: Local Area Program Information Tool (LAPIT) and Equal Opportunity Compliance (EOC). Conduct and submit labor interviews for conformance with wage rates and Commercially Useful Function (CUF) DBE monitoring reports. Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents into LAPIT. Attend/Participate in all compliance audits by FDOT's Oversight Consultant; Maintaining project documents and files up to date and current, and in accordance with the FDOT requirements and final submittals. The Town will be responsible for putting together and submitting their reimbursement package to FDOT as per the LAP agreement.
- b. Project Journal: Maintain both a detailed electronic and hard copy diary with records of the Contractor's operations, quantities, testing data, and significant events that affect the work while the inspector is on site. Upload daily construction reports onto LAPIT.
- c. Project Meetings: Administer project pre-construction and progress meetings, as needed with appropriate team members in attendance. Prepare and distribute meeting agenda and minutes to attendees. Progress meetings will be scheduled as needed.
- d. Traffic Control: Responsible for review of Work Zone traffic control plan implementation, and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the Town's requirements.
- e. Environmental Control Monitoring: Monitor Contractor's work and assure that the Contractor is conducting stormwater inspections, preparing reports, and monitoring all Stormwater pollution prevention measures associated with the project.
- f. Review and Process Contractor's Applications for Payment: Receive and review draft application for payment prepared by the Contractor, reconcile any discrepancies between Engineer's estimate of progress and Contractor's application. Review draft 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. Return a copy of the reviewed draft to the Contractor. Review revised application for payment and, if appropriate,

advise the Contractor to submit the required number of copies. Forward copies to the Construction Project Manager for processing.

- g. Contract Interpretations and Modifications: Receive, log, and coordinate reviews and responses to Contractor's Requests for Information/Interpretations (RFI's) from the EOR, following the Town's approval and concurrence.
- h. Problem Resolution: Analyze problems that arise on a project and proposals submitted by the Contractor, prepare and submit recommendations to the Construction Manager, and process the necessary paperwork.
- i. 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. Evaluate the Project on a continual basis to determine when changes are required. Review costs presented by Contractor on Change Proposal Requests. Assist with negotiation of final pricing as required. Assemble approved Change Proposal Requests periodically into Change Orders. Include justification documents with each Change Order. Review as-built drawings to verify changes in work are reflected as applicable. Provide FDOT with change order documents for concurrent review. Review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.
- j. Notification of Accident Damage/Injury: Document any inspections made of property damage or personal injury accidents on site and provide a written report to the Construction Project Manager.

1.3 Closeout Phase –

- a. **Substantial Completion**: Receive and review Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection. Develop substantial completion submittal checklist and perform the following activities: verify submittal of all required documents; review Contractor Record Drawings; perform drafting of Record Drawing revisions on reproducible set and transmit to the Construction Project Manager; review other substantial completion submittal documents for completeness and compliance with Contract provisions; and schedule substantial completion inspection.
- b. **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. Review progress of corrective action on punch list items, periodically updates, and re-issue. Identify tentative date of substantial completion, and prepare and issue Certificate of Substantial Completion with a list of stated qualifications (punch list).
- c. **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.
- d. **Final Completion**: Receive and review the Contractor's required final completion submittal. 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.

- e. Final Payment: Collect all payment documents required and forward to the Construction 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.

B. Task 2 – Verification Laboratory Material Sampling & Testing Services

2.1 Material Testing and Acceptance – Our CEI Team will review the Contractor’s QC Plan prior to project commencement for adequacy. It is important that all materials brought to the project come from an FDOT approved source, be certified, and/or be on the FDOT Qualified Products List (QPL). It is also very important that all manufacturing processes take place domestically, according to the “Buy America” provisions that are required on all Federal (LAP) Funded Projects.

Sampling and Laboratory Testing

Sample and test Proctors and LBR

Test concrete cylinders for compressive strength.

Provide VT Inspector for plant asphalt services, if needed

Provide Professional Engineer to sign and seal reports

III. Subconsultants

The following Subconsultants will assist in the performance of the Services under the Agreement.

(add additional pages as needed)

Subconsultant’s Name	Specialty of Expertise
Tierra South Florida, Inc.	Verification Laboratory Testing Services
CIMA Engineering Corporation	CEI Inspection Services

IV. Schedule of Work – Time for Performance

Consultant will submit the deliverable and perform the Services as stated in the table below:

(add additional pages as needed)

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery (cumulative weeks or calendar days)
1.1	Pre-Construction Phase	2 weeks	NTP + 2 weeks
1.2 , 2.1	Construction Phase and VT Laboratory Testing	27 weeks	NTP + 29 weeks
1.3	Closeout Phase	4 weeks	NTP + 33 weeks

V. Compensation

Consultant shall perform the Work detailed in this Proposal for a total not to exceed Seventy One Thousand, Fifty Six and Forty Cents (\$71,056.40). The Consultant will be paid based on a fixed fee basis. The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. The fee may include an allowance for Reimbursable Expenses required in connection with the Work, in an amount not to exceed that stated in the table below. Reimbursable Expenses will be used and compensated for in accordance with the Agreement and must conform to the limitations of Florida Statutes § 112.061.

The following is a summary of the method and amount of compensation to be paid for each Task or Activity as identified in Section IV above.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1.1	Pre-Construction Phase	\$7,980.40	fixed fee
1.2	Construction Phase	\$47,816.62	fixed fee
1.3	Closeout Phase	\$9,944.38	fixed fee
2.1	Verification Laboratory Testing Services	\$5,315.00	fixed fee
	<i>Subtotal – Professional Fees</i>	\$71,056.40	
	<i>Allowance for Reimbursable Expenses</i>	\$Enter Allowance	
	<i>TOTAL</i>		\$71,056.40

VI. Exclusions from Basic Services

The following services are not included in the Basic Services to be performed under this Work Order:

- Surveying Services
- Engineering and/or Design Services

VII. Town Furnished Documents & Data

- Approved Permitted Construction Plans
- Contractor's Invitation to Bid Documents
- Executed Contract between the Contractor and Town of Miami Lakes
- Contract Specifications
- Technical Special Provisions, if any
- Applicable Permits

VIII. Additional Services

The Town may include an allowance account under the approved Work Order for Additional Services that may be requested by the Town, which will be used at the sole discretion of the Town.

R.J. Behar & Company, Inc.



Signature

David G. Romano / Director of Construction Management Services
Name/Title

4/5/2018

Date

Town of Miami Lakes*

Dept. Approval: _____
Signature

Name/Title

Procurement: _____
Signature

Procurement Manager

Town Manager: _____
Signature

Town Manager

Work Order No.: _____
(Assigned by the Town upon approval, if applicable)

*The Town may at its sole discretion approve this Work Order Proposal by signing below of the Town may issue a separate Work Order for the Services.

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Project: Safe Routes to Schools Infrastructure Improvements Project
 Description: Construction Engineering & Inspection (CEI) Professional Services

Contract No.: R/J Behar & Company, Inc.
 Date: 4/6/2018
 Work Order No: N/A

STAFF CLASSIFICATION

Task	Job Classification		Title		Title		Title		Title		Title		Staff Hours	Salary	Average
	Assigned Staff	Approved Rate	Project Manager	Rate:	Resident Compliance	Rate:	Senior Inspector	Rate:	Name	Rate:	Name	Rate:			
Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task
1 Task 1.1 - Pre-Construction Phase	4	\$784	44	\$3,201	44	\$3,996							92	\$7,980.40	\$86.74
2 Task 1.2 - Construction Phase	4	\$784	317	\$23,059	264	\$23,974							585	\$47,816.62	\$81.74
3 Task 1.3 - Close-Out Phase	4	\$784	71	\$5,165	44	\$3,996							119	\$9,944.38	\$83.57
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Total Staff Hours		12	432	352									796		
Total Staff Cost		\$2,352.60	\$31,423.68	\$31,965.12									\$65,741.40		\$82.59
Total % of Work by Position		1.5%	54.3%	44.2%											

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separate line item.

Estimate of Principal's Fee
 Total hours _____ /hour = \$ _____

- Notes:
- This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
 - Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
 - Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
 - Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

1 - SUBTOTAL ESTIMATED FEE:	multiplier 1.00	\$65,741.40
Subconsultant:	Sub 1	
Subconsultant:	Sub 2	
Subconsultant:	Sub 3	
Subconsultant:	Sub 4	
Principal's Fee	(Name of Principal)	\$
2 - SUBTOTAL ESTIMATED FEE:		
Geotechnical Field/Lab Testing:		
Survey Fee (or Survey Crew Fee):		
Other Misc. Fee: Enter Fee Description		
3 - SUBTOTAL ESTIMATED FEE:		
Additional Services (Allowance)		
Reimbursables (Allowance)		
GRAND TOTAL ESTIMATED FEE:		\$71,056.40