

RESOLUTION No. 15-56

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND R.J. BEHAR AND COMPANY, INC., A CITY OF DORAL PREQUALIFIED VENDOR, FOR THE PROVISION OF TRAFFIC STUDY REVIEWS TO ASSIST THE CITY'S TRANSPORTATION ENGINEER IN AN AMOUNT NOT TO EXCEED \$60,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") continues to experience an increasing number of applications for traffic study reviews from private developers; and

WHEREAS, there is a need for the services of an independent consultant to assist the City's Transportation Engineer with the review of traffic studies on an as needed basis; and

WHEREAS, R.J. Behar and Company, Inc. is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act requirements and approved by the City Council in December 2014; and

WHEREAS, Staff has recommended that the City Council approve the Work Order with R.J. Behar and Company, Inc. for the provision of traffic study reviews to assist the City's Transportation Engineer in an amount not to exceed \$60,000.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Work Order between the City of Doral and R.J. Behar and Company, Inc. for traffic study reviews on an as needed basis, in an amount not to exceed \$60,000.00, a copy which is attached hereto as Exhibit "A", incorporated herein by this reference, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the Work Order, subject to approval as to form and legal sufficiency by the City Attorney, and expend budgeted funds on behalf of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

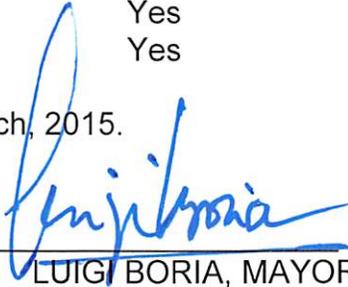
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Ruiz who moved its adoption.

The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 18 day of March, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”

February 10th, 2015

CITY OF DORAL
SCOPE OF SERVICES
Review of Traffic Impact Studies of Proposed Land Developments

Traffic Impact Study Review Tasks

All Traffic Impact Studies (TIS) will be comprehensively reviewed in accordance with the City of Doral's Land Development Code (Chapter 59 – Concurrency, Article II – Determination for Concurrency and Capacity, Division 3 – Transportation); Chapter 77 – Roads and Vehicular Use Areas, Article II - Transportation, Division 2 – Transportation Improvements and the City's Comprehensive Plan Transportation Element.

Furthermore, all pertinent data and analyses will be reviewed to ensure compliance with applicable standards, policies, procedures and guidelines such as, but not limited to, the applicable versions of the Highway Capacity Manual, the Florida Department of Transportation (FDOT) Quality / Level-of-Service Handbook, the Institute of Transportation Engineers Trip Generation 9th Edition or most current edition and its companion documents; and FDOT, Miami-Dade County and City of Doral traffic data base information.

Task 1 Review TIS Methodology

- Discuss and determine methodology to be used in the analyses with the applicant and the City's Transportation Engineer.
- Review TIS Methodology document submitted by the applicant.

Task 2 Review Traffic Data

- Daily vehicular traffic volumes count at selected roadway segments.
- Peak hours turning movement traffic volumes counts at intersections.
- Other applicable information such as land uses, proposed site plan, existing traffic counts and previous related reports.

Task 3 Review of Existing Conditions without Proposed Site's Generated Traffic

- Field observations by the reviewer to assess existing roadway traffic operations during the applicable peak hour(s).
- Check Capacity and Level-of-Service (LOS) analyses at intersections and roadway segments to ensure agreement with the approved methodology, the use of appropriate assumptions, data, factors and parameters.
- Does the TIS report analysis adequately reflect existing field conditions?

Task 4 Review Trip Generation, Distribution & Assignment

- Are the trip generation rates and related analysis in compliance with the applicable standards, procedures and guidelines? If other trip generation rates have been used, are they the result of adequate and appropriate studies from equal or similar existing similar development sites and agreed to at the TIS Methodology meeting?
- Are the trip distribution and vehicular volume assignments to affected roadways in compliance with applicable sources such as the Miami-Dade Metropolitan Planning Organization (MPO)

volume assignment models and Traffic Analysis Zones distribution percentages from the latest available adopted Long Range Transportation Plan (LRTP)? If other methods were used, are they in compliance with the ones established at the TIS Methodology meeting?

Task 5 Review Future Conditions without the Proposed Site's Generated Traffic

- Were future traffic volume projections developed using accepted practice such as using the MPO traffic volume assignments models and/or historical traffic volume growth from traffic counts stations? If not, were they developed according to the TIS Methodology meeting?
- Check Capacity and Level-of-Service (LOS) analyses at intersections and roadway segments to ensure agreement with the approved methodology, the use of appropriate assumptions, data, factors and parameters.
- Examination of resulting roadway capacity, LOS, delays, vehicular queues and traffic operations related information.

Task 6 Review Future Conditions with the Proposed Site's Generated Traffic

- Check traffic volume projections as indicated on Task 5.
- Check Capacity and Level-of-Service (LOS) analyses at intersections and roadway segments to ensure agreement with the approved methodology, the use of appropriate assumptions, data, factors and parameters.
- Examination of resulting roadway capacity, LOS, delays, vehicular queues and traffic operations related information.

Task 7 Traffic Impacts from the Proposed Land Development

Determine adequacy of the magnitude and extent of traffic impacts resulting from the proposed land development as identified in the TIS report. Are the proposed mitigation measures adequate to address identified impacts? Are multi-modal recommendations being made in addition to roadway improvements? Are the proposed improvements feasible to implement? Are capacity and LOS being improved by the proposed mitigation measures/projects? Does it meet Concurrency?

Task 8 Traffic Impact Study Report

Overall adequacy of the TIS report in presenting traffic related impacts and required mitigation measures / projects.

Task 9 Prepare and submit review comments.

Task 10 Attendance to Meetings

The following meetings are anticipated:

- 1 Methodology meeting with City's Transportation Engineer (TE) and the applicant's traffic engineer.
- 1 meeting with City's TE and applicant's traffic engineer after review of TIS report.

Total of 2 meetings.

Important Notes:

1. Upon completion of Task 9, reviewer will submit invoice to the City as per approved scope and fees.
2. The above tasks cover only the review of the initial submission of the TIS report. Subsequent reviews covering revised analyses and TIS report are to be scoped / priced separately.

Schedule: To be determined.

Fees:

1. Level 1 TIS: \$ 3,146.96 per review.
2. Level 2 TIS: \$ 3,938.96 per review.
3. Level 3 TIS: \$ 4,730.96 per review.

Hourly billing rates:

- Project Manager = \$ 187.48.
- Project Engineer = \$ 132.00



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal From: Public Works Dept.
Department

Delivered by: Luisy Barrera
Name

Date of Transmittal: 2.3.2015

City Clerk's Date Stamp
02-03-15P03:07 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Agreement w/RJ Behar for Professional General Engineering & Architectural Services

Three (3) original provided to CC; kindly return two (2) to PWD. Thank you!

Approved by Council: Yes No Council Meeting date: 12.10.2014

Office of the City Clerk Administrative Use Only

Received by: Karina La Rosa

Reviewed for completion by Connie Diaz

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 2/4/15 (Date) Hard copy archive: 2/4/15 (Date)

Tracking Log: 2/4/15 (Date) Website: 2/4/15 (Date)

Copy provided in electronic format to originating Department on 2/4/15 (Date)

Originals returned on 2/4/15 (Date)

CONTINUING PROFESSIONAL SERVICES FINAL AGREEMENT

Between

CITY OF DORAL, FL

And

R.J. Behar & Company, Inc..

THIS AGREEMENT is made between CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "CITY") and _R.J. Behar & Company, Inc._, a _Florida_ corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is _7850 NW 146th Street, Suite 504, Miami Lakes, FL 33016_. CITY and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY requested qualifications from qualified engineers and selected the CONSULTANT to provide professional engineering services with respect to assigned Work Orders; and

WHEREAS, the CONSULTANT is willing and able to perform such professional, services for the CITY within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a Specific Project, but to set forth certain general terms and conditions, which shall govern the relationship between CITY and CONSULTANT and which shall be incorporated into subsequent supplemental agreements/work orders for Specific Projects or services when required.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the CITY and CONSULTANT agree as follows:

SECTION 1. DEFINITIONS

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

1.1 **Compensation:** The total amount paid by the CITY for the CONSULTANT'S professional services for a specific project, exclusive of reimbursable expenses.

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

1.3 **Work Order:** an agreement to provide services for a particular Project.

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

1.5 **Travel Expenses:** Travel expenses, whether within or outside of Miami-Dade County, and whether to the Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the CITY Manager. All approved travel expenses will be reimbursed in accordance with the CITY's adopted travel policy.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the CITY for Specific Projects as authorized from time to time by either the CITY Council or CITY Manager as authorized by subsection 2.8. The services shall be for the following types of Projects or similar disciplines: Professional Engineering Services as described in assigned Work Orders.

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

the provisions of Subsection 2.3.

2.3 The CITY and CONSULTANT shall utilize as the agreement for each Specific Project a Work Order ("Project Agreement"), a copy of which is attached and incorporated into this Agreement as Exhibit "A". Each agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

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

2.4 It is at the CITY's sole discretion to determine the most appropriate method of compensation for each Project Agreement. The CONSULTANT will submit an Estimate of Work Effort that lists the number of hours needed for each job classification under each work type. The Estimate of Work Effort will include the hourly professional service rates for each job classification listed in Exhibit "B" that includes all overhead expenses, operating margin, and direct expenses. The Project Agreement shall specify the Consultant's method of compensation with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. Performance of work by CONSULTANT prior to execution of a Project Agreement shall be at Consultant's sole risk. Upon the commencement of the term of the Project Agreement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the Project Agreement. The number of calendar days provided in the Project Agreement for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

2.6 The CONSULTANT shall submit to the CITY all final deliverables within the Contract Time as noted in the each Project Agreement and associated CONSULTANT Proposal.

2.7 Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$200.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

2.8 The CITY Manager is authorized to negotiate and execute a Project Agreement for Projects in which the CONSULTANTS' services do not exceed \$15,000.00.

2.9 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

3.1 **Term of Agreement:** This Continuing Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two years with an option to renew for one (1) additional year, unless further extended by option or renewal and/or until terminated pursuant to Section 3.2 or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the CITY and CONSULTANT for services to be rendered under said Project Agreement.

3.2 **Termination for Convenience:** This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days written notice to the CONSULTANT or on seven (7) days notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

3.3 **Effect on Project Agreement:** Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s).

3.4 **Non-Exclusive Agreement:** Notwithstanding the provisions of Subsection 3.1, the CITY Manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the CITY under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.

3.5 **For Cause:** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **For Convenience:** A Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

3.7 **Assignment Upon Termination:** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

3.8 **Suspension for Convenience:** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason

whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 4. BILLING & PAYMENT TO THE CONSULTANT

4.1 **Billing:** CONSULTANT shall submit invoices which are identified by the specific Work Order number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Fee Schedule set forth in the Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the CITY. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the CITY Manager of any invoices submitted by CONSULTANT to the CITY.

4.2 **Disputed Invoices:** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4.3 **Suspension of Payment:** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of the Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY'S reasonable satisfaction.

4.4 **Retainage:** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and released individually for each phase of the project. Said retainage may be withheld at the sole discretion of the CITY Manager and as security for the successful completion of the CONSULTANT'S duties

and responsibilities under the Project Agreement.

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

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the CITY by Change Order without invalidating the Project Agreement.

5.2 **Change Order Defined.** Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the CITY and the CONSULTANT shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4 **Modifications to Scope of Services:** The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms

or conditions are completed and shall be fully enforceable by either party.

SECTION 7. CITY'S RESPONSIBILITIES

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

7.2 Furnish to CONSULTANT, at the CONSULTANT'S written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by CONSULTANT, in possession of the CITY.

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

SECTION 8. CODE OF ETHICS

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

8.2 CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

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

9.2 If the project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with the same.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the CITY or furnished by the CONSULTANT pursuant to any Project Agreement, shall become the property of the CITY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the CITY within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital

files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the CITY'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the CITY.

10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in hard copy format as well as electronic format to the CITY. Drawings should be provided in CADD, spread sheets in Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the CITY shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

11.1 CONSULTANT shall maintain and require Sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Specific Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the CITY Manager or any authorized CITY representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the CITY of this Agreement or any Project Agreement.

SECTION 12. NO CONTINGENT FEE

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

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The CONSULTANT is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the CITY.

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

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

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

SECTION 16. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. Any insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage's shall include a minimum of: See Insurance Requirements.

SECTION 17. REPRESENTATIVE OF CITY AND CONSULTANT

17.1 **CITY Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the CITY Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONSULTANT Representative.** CONSULTANT shall inform the CITY Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the CITY or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

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

SECTION 19. PRIORITY OF AUTHORITY OF INSTRUMENTS

19.1 The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing Project Agreements, and the City solicitation documents. In the event of conflict between or amongst the contract documents, priority shall be as follows: Project Agreements, then this

Agreement, and followed by the City's solicitation documents, including any addenda thereto. Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the contract document . Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 Any and all drawings, studies, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall comply with all applicable CITY Codes, state and federal laws, rules and regulations.

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

20.3 The Consultant shall, all times during the term of the Agreement, maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

20.4 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the CONSULTANT must secure the prior written approval of the CITY Manager. The

CONSULTANT shall use his/her best efforts to utilize Subconsultants whose principal place of business is located within the CITY or Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the CITY for use by the CONSULTANT.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

R.J. Behar & Company, Inc.
Robert J. Behar, P.E., President/CEO
6861 SW 196th Avenue, Suite 302
Pembroke Pines, FL 33332 Telephone: (954) 680-7771
Facsimile: (954) 680-7781

FOR CITY:

CITY of Doral
Attention: Mr. Edward Rojas, City Manager
8401 NW 53rd Terrace
Doral, FL 33166
T (305) 593-6725
F (305) 593-6619

WITH A COPY TO:

City Attorney
Daniel A. Esino, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, PL
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the CITY determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Broward County, Florida.

SECTION 25. GOVERNING LAW

This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 26. HEADINGS

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

SECTION 27. EXHIBITS

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

SECTION 28. SEVERABILITY

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

SECTION 29. COUNTERPARTS

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

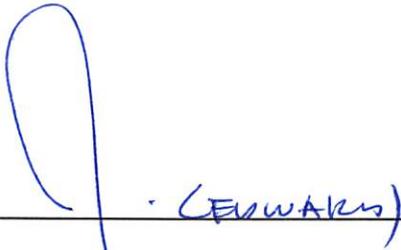
[THIS AREA INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The CITY, signing by and through its CITY Manager, attested to by its CITY Clerk, duly authorized to execute same and by CONSULTANT by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:



Connie Diaz, Deputy City Clerk



Edward A. Rojas, City Manager

Date: 2.2.15

Approved as to form and legality
for the sole use and reliance of the
City of Doral:



Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L.

City Attorneys

ATTEST:

R.J. BEHAR & COMPANY, INC.
CONSULTANT

Dereth Behar

Secretary

Dereth Behar

By: R. J. Behar

Date: 1-20-15

WITNESSES:

Kadir

Print Name: Lizanna Kadir

Steph Miller

Print Name: Stephanie Miller

EXHIBIT "A"

PROJECT AGREEMENT

Between

WORK ORDER No. (#) FOR PROFESSIONAL SERVICES

TO: (CONSULTANT)
(CONSULTANT'S ADDRESS)
(CONSULTANT'S PHONE NUMBER)

DATE:

The City of Doral authorizes the firm of (CONSULTANT) to provide engineering services for the City generally described as (GENERAL DESCRIPTION OF SCOPE OF SERVICES). The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Final Agreement between (CONSULTANT) and the City of Doral dated (DATE), and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from CONSULTANT. The schedule requires the work to be performed within (DURATION) calendar days. The performance of services associated with this Work Order will be executed on a (METHOD OF COMPENSATION) with a not to exceed amount of \$(NEGOTIATED AMOUNT).

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal, and revoke the award.

All limitations of time set forth in this Work Order are of the essence.

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated (DATE) between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply.

Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: (CONSULTANT)

WITNESSES:

SEAL:

BY: _____
NAME: _____
TITLE: _____

1. _____
2. _____

OWNER: City of Doral

AUTHENTICATION:

BY: _____
NAME: Edward Rojas
TITLE: City Manager

BY: _____
NAME: Connie Diaz
TITLE: Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE,
BIERMAN & POPOK, PL
TITLE: City Attorney

EXHIBIT "B"

CONSULTANT'S BILLING RATE

Job Classification	Rate / Hour
Principal Engineer	\$190.75
Project Manager	\$187.48
Senior Engineer	\$164.02
Project Engineer	\$132.00
GIS Technician	\$75.00
CADD Technician	\$87.20
Engineering Technician	\$74.00
Construction Inspector	\$81.00
Senior Architect	\$176.70
Architect	\$102.60
Landscape Architect	\$90.00
Clerical	\$53.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2014

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

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

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	CONTACT NAME: Carly Underwood	
	PHONE (A/C, No., Ext): (770) 552-4225 FAX (A/C, No.): (866) 550-4082 E-MAIL ADDRESS: carly.underwood@greyling.com	
INSURED R.J. Behar & Company, Inc. 6861 S.W. 196th Avenue Suite 302 Pembroke Pines FL 33332	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company, LTD	11000
	INSURER B: Travelers Casualty and Surety	19038
	INSURER C: Continental Casualty Company	20443
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		208BMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		20UECNG0289	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	APPROVED BY RISK MANAGEMENT DATE: 1/23/15 SIGNATURE: [Signature]					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/>		208BMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEH 20 936 36 39	11/17/2014	11/17/2015	Per Claim \$2,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Doral is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
Retroactive Date is Full Retro.

CITY OF DORAL 8401 NW 53rd Terrace Doral, FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Collings/CARLY <i>David H. Collings</i>