

COUNCIL AGENDA STATEMENT



Meeting Date: November 14, 2023
To: Honorable Mayor and City Council
From: Carlos A. Solis, P.E., Director of Public Works & Engineering
Through: George Garrett, City Manager

Agenda Item: **Resolution 2023-115**, Approving The Professional Service Agreement Between The City And Stantec Consulting Services, Inc., For Professional Engineering Services For The Design Of The Decking Replacement Of The 117th Street And 116th Street Bridges In An Amount Not To Exceed \$208,355.60; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

On May 23, 2023, The City Council approved the ranking of the RFQ submitted by consulting firms for Design Services related to the replacement of the decking on the 117th Street and 116th Street bridges. Staff began negotiations with the highest ranked firm but was unable to negotiate a contract that we felt was in the best interest of the City. Accordingly, the City formally terminated negotiations with the highest ranked firm and entered negotiations with the second highest ranked firm, Stantec Consulting Services, Inc. The negotiation resulted in a contract in the amount of \$208,355.60, which meets all the requirements for the project, and falls within the financial grant commitments from FDOT.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	_____	_____
3. Not applicable _____		

FISCAL NOTE:

Funding of \$ _____ is available from _____.

RECOMMENDATION: Approval of Resolution 2018-xx

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-115**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND STANTEC CONSULTING SERVICES, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE DECKING REPLACEMENT OF THE 117TH STREET AND 116TH STREET BRIDGES IN AN AMOUNT NOT TO EXCEED \$208,355.60; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 23, 2023 the Marathon City Council approved the ranking of the RFQ submitted by consulting firms for Design Services related to the replacement of the decking on the 117th Street and 116th Street bridges (the “Project”); and

WHEREAS, staff was not able to negotiate a contract with the highest ranked firm and subsequently terminated negotiations with the highest ranked firm and entered negotiations with the second highest ranked firm, Stantec Consulting Services, Inc. (“Contractor”) and City staff subsequently reviewed and determined the contractor met all the requirements for the project, and falls within the financial grant commitments from FDOT; and

WHEREAS, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The Contract between the City and Contractor for professional engineering services for the design of the Project in an amount not to exceed \$208,355.60, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF NOVEMBER, 2023.

THE CITY OF MARATHON, FLORIDA

Mayor Robyn Still

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

City Attorney, Steven T. Williams

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
Stantec Consulting Services, Inc.
FOR**

**Design Services for the Bridge Deck Replacement of the 117th Street and 116th Street Bridges
FM Nos. 448208-1-38-01 & 448993-1-38-01**

THIS AGREEMENT is made between Stantec Consulting Services, Inc., a Florida corporation, (hereinafter the “Consultant”), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Engineering Design Services for the design of the bridge decking replacement of the 117th Street and 116th Street Bridge Replacement Project (the “Project”); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in Exhibit “A,” attached to this Agreement and incorporated herein by this reference.
- 1.2 The “Scope of Services” includes breakdown of tasks, timelines and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through November 11, 2024 unless earlier terminated in accordance with Paragraph 8 herein or completion of the project. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
- 2.2 The Consultant agrees that time is of the essence and the Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in accordance with Federal cost principals as indicated below:

X A lump sum amount of **\$208,355.60** regardless of the number of hours or length of time necessary for the Consultant to complete the Scope of Services. The Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, the Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

N/A On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to the Consultant shall not exceed **\$xxxxxx**, without the prior written approval of the City. The Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement shall not be reimbursed.

N/A Specific rates of compensation: Provides for reimbursement on the basis of direct labor hours at specified hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum or not to exceed amount. Shall only be used when it is not possible to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy at the time of procurement. This method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as CEI services.

3.2 The City shall pay the Consultant in accordance with the Florida "Prompt Payment Act." FS CH 218 Part VII

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager, whose decision shall be final.

3.4 The Consultant hereby acknowledges that the computation of all overhead rate and direct salary wages comply with the requirements of 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b).

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

4.2 Any subconsultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 The City shall 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 the Consultant, in possession of the City.

5.2 The City shall arrange for access to and make all provisions for the Consultant to enter upon real property as required for the Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional Consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at the Consultant's sole expense, immediately correct the work.

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

6.3 The Consultant shall comply with the terms and provisions of the "Local Agency Program Federal-Aid Terms for Professional Services Contract, form # 375-040-84, **Exhibit B** attached.

6.4 The Consultant shall provide cooperation with the Inspector General required by section 20.055(5) FS and LAP Agreement 17.o.

6.5 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the

CONSULTANT or its subconsultants, or both. The Consultant shall comply with the requirements of section 337.015, F.S. Claims against the Consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued.

- 6.7 No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency

7. **Conflict of Interest.**

- 7.1 Neither the City nor any of its consultants, contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the City or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the City, the City, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City or the locality relating to such contract, subcontract or arrangement. Contractor shall abide with the provisions of 23 CFR 1.33 and 23 CFR 172.7(b)(4)

- 7.2 No member, officer or employee of the City or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

- 7.2 The consultant shall execute FDOT form 375-030-50, attached to the RFQ, and said form shall be incorporated into this agreement.

8. **Termination.**

- 8.1 In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the CITY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

- 8.2 Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

Upon receipt of the City's written notice of termination, the Consultant shall stop work on the Project.

- 8.3 Termination for Cause and Remedies: In the event of breach of any contract terms, the CITY retains the right to terminate this Agreement. The CITY may also terminate this agreement for cause with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the CITY shall provide CONSULTANT with five (5) calendar days' notice and provide the CONSULTANT with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract; however, the CITY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONSULTANT shall not in any event exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.
- 8.4 Termination for Convenience: The City may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONSULTANT. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract. The maximum amount due to CONSULTANT shall not exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.
- 8.5 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.3 herein.
- 8.6 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and shall have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- 9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law for Worker's Compensation, and the following limits for Employer Liability Insurance:

Each Accident \$100,000
Disease - Each Employee \$100,000
Disease - Policy Limit \$500,000

- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- 9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The insurance certificate shall indicate "per occurrence."

- 9.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.

- 9.5 The Consultant shall furnish Certificates of Insurance to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. If the insurance policies expire during the term of the contract, a renewal certificate shall be furnished to the City thirty (30) days prior to the renewal date.

10. **Nondiscrimination.**

- 10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants

are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Consultant shall defend, indemnify, and hold harmless the City, and the Department its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City and or the Department for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.
- 12.2 To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

The foregoing indemnification shall not constitute a waiver of the Department's or City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by

Consultant to indemnify City for the negligent acts or omissions of Consultant, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.

12.2 The provisions of this section shall survive termination of this Agreement.

13. FHWA REQUIREMENTS

- 13.1 **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a consultant, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to the City, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to the City, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Consultant shall result in rejection of the Proposal, termination of the contract, and may cause Consultant debarment.
- 3.2 **NON-COLLUSION AFFIDAVIT:** Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- 3.3 **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 3.4 **LOBBYING AND CONFLICT OF INTEREST CLAUSE:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

- 3.5 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 3.6 CERTIFICATION FOR TRUTH IN NEGOTIATION FOR FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed TRUTH IN NEGOTIATION CERTIFICATION and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 3.7 FINANCIAL AND LITIGATION INFORMATION. Failure to submit the information as outlined in Section 1.09 CONTENT OF SUBMISSION, TAB 5, page 8 and 9 in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

14. **Notices/Authorized Representatives.**

- 14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: George Garrett, City Manager
 City of Marathon, Florida
 9805 Overseas Highway
 Marathon, Florida 33050

With a Copy to: City Attorney
 Steven T. Williams
 9805 Overseas Hwy
 Marathon, FL 33050

For The Consultant: _____

15. **Governing Law.**

- 15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this

Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.

16. **Entire Agreement/Modification/Amendment.**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2 **All conditions and related information in the RFQ for this project are hereby incorporated in this agreement.**

16.3 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. **Ownership and Access to Records and Audits.**

17.1.1 Access to Public Records. The CONSULTANT shall comply with the applicable provisions of Chapter 119, Florida Statutes.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

17.1.2 The "CONSULTANT" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the

records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

17.1.3 Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

17.1.4 Should the CONSULTANT assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.

17.1.5 The CONSULTANT consents to the City’s enforcement of the CONSULTANT’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONSULTANT shall pay all court costs and reasonable attorney’s fees incurred by the City.

17.1.6 The CONSULTANT’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONSULTANT shall be grounds for immediate unilateral cancellation of this Agreement by the City.

17.1.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.

17.1.8 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final payment, the CONSULTANT shall allow CITY representatives access during reasonable business hours to CONSULTANT’S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONSULTANT was paid for services not performed, upon receipt of written demand by the CITY, the CONSULTANT shall remit such payments to the CITY.

18. **Non-Assignability.**

18.1 This Agreement shall not be assigned by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability.**

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. **Independent Contractor.**

20.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. **Compliance with Laws.**

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

22. **Waiver**

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions**

23.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. **Prohibition Of Contingency Fees.**

24.1 In accordance with F.A.R. 52.203-5, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or

firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Counterparts**

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

26. **Miscellaneous**

26.1 The services provided herein do involve the expenditure of federal funds, and Appendixes A through D to the Scope of Services are hereby incorporated into this Agreement as part hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the ____ day of _____, 20____, and by _____ (Consultant), signing by and through its _____, duly authorized to execute same.

CONSULTANT

WITNESS

By:

Name & Title

By: _____

By _____

(Signature and Title)

(Corporate Seal)

(Type Name/Title signed above)

____ day of _____, 20____.

CITY

ATTEST

CITY OF MARATHON, FLORIDA

Diane Clavier, City Clerk

George Garrett, City Manager

____ day of _____, 20__.

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: _____
Steve Williams, City Attorney

(* In the event that the Consultant is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

EXHIBIT "A"

SCOPE OF SERVICES

The City of Marathon (“CITY”) wishes to engage Stantec Consulting Services, Inc. (“CONSULTANT”) in professional engineering services for the superstructure replacement of Bridge No. 904512, 116th Street over Venice Waterway and Bridge No. 904517, 117th Street over Vaca Channel No. 2. The purpose of this proposal is to perform the necessary professional services to develop bid documents for construction. Services shall include environmental assessments, environmental permit applications, design plans, and project specifications. Services provided by the CONSULTANT shall comply with the LAP requirements, FDOT manuals, procedures, and memorandums in effect as of the date of execution of this Professional Services Agreement.

The CITY may require 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 and terms of this Professional Services Agreement, including the initiation of any extra work.

For 116th Street and 117th Street Bridge Superstructure Replacement Project

The CONSULTANT shall provide and perform the following services, which shall constitute the General Scope of the Basic Services under the covenants, terms, and provisions of this Professional Services Agreement.

Certain assumptions have been made in developing the scope for services and related fees. To the extent reasonably possible, they are stated. If changes to the project result in changes in the level of effort presented in this Scope of Services, the Scope of Services and related fee will be revised by mutual agreement.

1. PROJECT SCOPE OF WORK

The CONSULTANT shall follow the FDOT LAP Manual for the development of this project. It is anticipated that this project will be classified as a Class C LAP project and utilize FDOT Standard Plans, FDOT Standard Specifications, the Florida Greenbook, and LAP Big 4 Specifications for the design.

The Scope of Work assumes five (5) review submittals to FDOT: 30%, 60%, 90%, 100%, and Final.

The Scope of Work includes the following tasks.

Task 3: Project Common and General Tasks

- Specifications in accordance with FDOT requirements for the project. (3.3.1)

- Bid quantities in accordance with FDOT item numbers and an estimate of probable construction costs for the design. (3.3.2)
- Contract Maintenance and Documentation (3.4)
- Prime Consultant Project Manager Meetings (3.6)
- Post Design Services (3.8)
 - o CONSULTANT shall provide technical response support for bid questions
- Digital Delivery (3.9)
- FDOT LAP Coordination and Reviews (four) (3.13)

Task 4: Roadway Analysis

- Typical Section Package – 2 lane roadway (4.1)
- Design Variation Memo – guardrails for each bridge plus two additional (4.9)
- Master Design File Setup & Maintenance, Model Management Plan (4.10)
- Horizontal/Vertical Master Design Files – Mainline (4.11)
- TTCP Analysis, Master Design Files – stop controlled, no signal (4.12)
- Utility Data Collection & Analysis (4.13)
- Roadway Quantities for EQ Report – 60%, 90%,100% (4.14)
- Cost Estimate to consider FDOT Construction Contract History as well as CITY unit costs data as available. (4.15)
- Quality Assurance/Quality Control (4.18)
- Supervision (4.19)
- Meetings, virtual (4.20)
- Field Reviews, two people for single field review at both bridges after 30% submittal (4.21)
- Coordination (4.22)

Task 5: Roadway Plans

The roadway design shall maintain the existing alignment of the 2-way/2-lane roadway with minor improvements as necessary to match the new bridge deck. The new bridge shall include one raised sidewalk. The roadway approaches shall match the existing with safety improvements as necessary for approach guardrail. Pavement improvements shall include milling and resurfacing as necessary to transition to the bridge, which may require a minor increase in elevation.

- Key Sheet, Signature Sheet (5.1)
- Typical Section Sheets (5.2)
- General Notes/Pay Item Notes (5.4)
- Project Layout/Model Management (5.5)
- Plan View, Sheets (5.6)
- Profile View, Sheets (5.7)
- Special Details (5.11)
- Cross Sections, Alignments (5.13)
- Temporary Traffic Control Plan Notes, Length, Details. The bridge superstructure replacements will be conducted in phases to maintain one open lane of traffic throughout construction. The temporary traffic control plans developed will be in accordance with the FDOT standard plans for traffic control as well as the guidelines provided in the MUTCD. Traffic throughout construction will be stop controlled. No signals will be required. (5.14)
- Utility Adjustment Sheets (5.15)
- Quality Assurance/Quality Control (5.18)
- Supervision (5.19)

Task 7: Utilities

Impacts to overhead utilities are not anticipated. Existing water and sewer utilities currently supported by the existing bridge will need to be temporarily supported and re-attached to the proposed bridge. It is anticipated that no utility relocation for this project is necessary.

- Identify Existing UAO(s) (7.2)
- Make Utility Contacts - contact the utility company providers that own or maintain facilities within and adjacent to the project area Design Drainage Structures (7.3)
- Collect and Review Plans and Data from UAO(s) (7.7)
- Review Utility Markups & Work Schedules (7.10)
- Utility Coordination/Follow-up (7.11)
- Utility Constructability Review (7.12)
- Contract Plans to UAO(S) (7.15)
- Certification/Close-Out (7.16)

It is anticipated that the Utility providers will review the design plans and provide a “Mark-up” of the location of their facilities. The Consultant will include the existing information on the design plans.

Task 8: Environmental Permits and Clearances

It is assumed that one Section 404/10 Nationwide Permit (NWP) from the USACE and one Environmental Resource Program (ERP) General Permit (GP) from the SFWMD will cover both projects since the proposed work is identical for both bridges and is assumed to fall below the thresholds for these permits.

No impacts to mangroves, benthic resources, marine fauna, or EFH are anticipated, and mitigation is not expected to be required. The work will not impact bat roosting and that no agency consultation regarding the Florida bonneted bat or other bat species is required. As such, mitigation plans, acoustic surveys, and resource relocation efforts are not included as part of this Scope.

Elevated/additional permitting efforts beyond what is anticipated are not included in this scope.

- Preliminary Project Research - perform a desktop analysis for the two bridges to determine which protected species could occur or are likely to occur in the region, existing habitat types, seagrass data, land use, soil types, cultural resources records, and historical permitting records. This information will be included in the Environmental Narrative and used for permit applications. (8.1)
- Complete and Submit All Required Species Permit Applications - prepare all application forms and supporting documentation for the applications. Agency coordination with the National Marine Fisheries Service (NMFS), the Florida Fish and Wildlife Conservation Commission (FWC), and the U.S. Fish and Wildlife

Service (USFWS) regarding listed marine species and Essential Fish Habitat (EFH) is anticipated. The work will not impact bat roosting and that no formal agency consultation regarding the Florida bonneted bat or other bat species is required. As such, mitigation plans, acoustic surveys, and resource relocation efforts are not included as part of this Scope. A benthic survey (baseline seagrass and coral survey) will be required to satisfy permitting requirements. Seagrass surveys are only valid for one year and must be conducted during peak growing season between April 1st and September 30th. The baseline verification will utilize two field staff for one day to conduct seagrass and coral mapping and verify the presence/absence of aquatic resources. GIS data will be uploaded and a map will be created. The seagrass survey results will be compiled into the Environmental Narrative for review by permitting agencies. The Environmental Narrative will describe how the applicant has provided avoidance and minimization of environmental impacts to the greatest extent practicable. The following key items will need to be addressed in the permitting process:

- Avoidance and minimization to benthic and submerged aquatic resources;
- Avoidance and minimization of wetland vegetation;
- Avoidance of impacts to any threatened and endangered species;
- A demonstration that the project will not degrade water quality.

Requests for Additional Information (RAIs) may be received from the agencies via telephone, email, or written correspondence. CONSULTANT will respond to up to two (2) total RAIs. (8.4.2)

- Archaeological and Historical resources - coordination will be conducted with State Historic Preservation Office (SHPO) in order to obtain a concurrence letter which is needed for USACE permitting, cultural resources desktop assessment of the project area in support of a Type 1 Categorical Exclusion NEPA document. Sources including the Florida Master Site File, property appraiser records, soil maps, and aerial photography will be reviewed to develop a desktop assessment report. The report will summarize previous work, existing cultural resources, and environmental variables to make recommendations about cultural resource work needed for the project. Assumes single desktop review and report for both bridge locations. (8.14.2)
- Wetland Impact Analysis will be performed as part of a Natural Resources Evaluation in support of a Type 1 Categorical Exclusion NEPA document. (8.14.4)
- Essential Fish Habitat Impact Analysis will be performed as part of the Natural Resources Evaluation in support of a Type 1 Categorical Exclusion NEPA document. (8.14.5)
- Protected Species and Habitat Impact Analysis will be performed as part of the Natural Resources Evaluation in support of a Type 1 Categorical Exclusion NEPA document. (8.14.6)

- Contamination Impact Analysis - Contamination Screening Evaluation Report (CSER) (8.16)

CSE in general conformance with the scope and limitations of Part 2, Chapter 20 of the Project Development and Environment (PD&E) Manual dated July 1, 2020.

Activities will include:

- Inspection of the subject property and surrounding areas.
 - Investigation of current and past owners, lessees, neighbors, employees, etc. (to the extent reasonably practical), regarding previous uses of the property and historical information pertinent to the subject property and surrounding areas.
 - Investigation of historical listings and aerial photographs to identify any past or present properties in the vicinity of the subject property for hazardous materials/hazardous waste usage or storage.
 - Review of Soil Conservation Service surveys and available topographical maps of the property and its vicinity, and other pertinent data, to provide a preliminary hydrogeological characterization of the site.
 - Review of current State and Federal listings of potential and confirmed contaminated sites to determine if environmental monitoring or enforcement activities are or have occurred on or near the subject property.
 - Review of regulatory files for the subject property to identify previous assessment, remedial, or enforcement activities for this site.
 - Review of data developed from field, agency and records reconnaissance for technical accuracy and corroboration.
 - Preparation of a Limited CSE Technical Memorandum detailing the methodology, findings, risk ratings and recommendations
- Asbestos Survey/Lead-based Paint (8.17)

To determine if friable asbestos-containing materials (ACMs) are present on the two bridge structures associated with this project, an asbestos screening investigation will be conducted. Activities will include:

- A walk-through of the onsite structures to document the type of construction and to determine sample collection areas.
- Sample collection based on the observations made during the walk-through. Bulk samples will be obtained from building materials, which are suspected to contain asbestos based on the past experience of the EPA accredited inspector. Please note that roof samples will be collected as part of this investigation, only if structures are unoccupied.
- Analysis of the collected building material bulk samples for asbestos type and percentage of asbestos content using Polarized Light Microscopy. This method specifically identifies the crystalline forms of asbestos minerals such as chrysotile, amosite, crocidolite, anthophyllite, tremolite and actinolite.

- Evaluation of areas which have been determined by analysis to contain asbestos materials. This is accomplished by combining the observations and field notes made of the area(s) or material(s) during walk-through and sample collection.
 - Lead Based Paint Testing to determine if a contamination management plan will be required for the removal of the bridge's existing coating system. This task will consist of collection of up to 20 x-ray fluorescence (XRF) samples and five (5) paint-chip samples from random locations across the bridge for confirmatory analysis by a certified laboratory.
- Technical Meetings - attend up to two (2) virtual pre-application meetings with the regulatory agencies in order to introduce the projects and to identify any environmental concerns that may be present early in the review process. It is anticipated that the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACE) will be the two permitting agencies. One field meeting with representatives of SFWMD is expected for benthic resource findings (8.18)
 - Quality Assurance/Quality Control (8.19)
 - Supervision (8.20)
 - Coordination regarding design adjustments in relation to resource avoidance is expected. (8.21)

Task 9: Structure Summary

The structures design for this project shall follow the FDOT Design Manual, FDOT Structures Manual, FDOT Standard Plans, and FDOT Standard Specifications.

- General Notes and Bid Item Notes (9.3)
- Incorporation of Standard Plans – Bridges (9.6)
- Incorporation of Existing Bridge Plans (9.7)
- Structures Quantities for EQ Report (9.8)
- Cost Estimate (9.9)
- Technical Special Provisions and Modified Special Provisions (9.10)
- Field Reviews (9.11)
- Quality Assurance/Quality Control (9.13)
- Supervision (9.15)

- Coordination (9.16)

Task 12: Short Span Concrete

The project approach will be for a superstructure replacement that utilizes the reuse of the existing substructure. The existing substructure will be evaluated based on the existing bridge plans with modifications and repairs as necessary to the bent caps.

It is anticipated that the superstructure replacement will consist of a Florida Slab Beam (FSB) bridge deck with a cast-in-place topping slab. The bridge will carry two lanes of traffic and one sidewalk. Railing on the bridge shall follow FDOT standard plan details. Phased construction details shall be developed to maintain one open lane of traffic throughout construction.

- Overall Bridge Final Geometry (12.1)
- Expansion/Contraction Analysis (12.2)
- General Plan and Elevation (12.3)
- Construction Staging (12.4)
- Approach Slab Plan and Details (12.5)
- Miscellaneous Details (12.6)
- End Bent Plan and Elevation (12.9)
- End Bent Details (12.10)
- Finish Grade Elevation Calculation (12.17)
- Finish Grade Elevations (12.18)
- Prestressed Slab Unit Design (12.22)
- Prestressed Slab Unit Layout (12.23)
- Prestressed Slab Unit Details and Schedule (12.24)
- Deck Topping Reinforcing Layout (12.25)
- Superstructure Sections and Details (12.26)

- Preparation of Reinforcing Bar List (12.27)
- Load Ratings (12.28)

Task 27: Survey

The CONSULTANT will perform survey at the 116th St. and 117th St. Bridge locations. Detailed survey services include the following:

- Location of existing improvements, including but not limited to, structures, curbs, asphalt, and sidewalks inside the scope areas.
- Location of R/Ws within the scope areas.
- Topographic data within the scope areas.
- Locate all existing visible above ground utilities including, invert elevations, within the scope areas (all invert elevations will be located where possible without the use of heavy machinery).
- Elevations along the bottom of the channel immediately adjacent to the existing bridges (elevations will be to top of channel bottom and will not include any probing).
- If applicable, the Mean High Water Line will be shown on the Specific Purpose Surveys, identified in the field by physical evidence on site such as discoloration, vegetation indicators or wrack lines. The Specific Purpose Survey will not be a Tidal Water Survey and will not comply with chapter 177, Part II, Florida Statutes. The said Mean High Water Line will be shown for reference only.
- Two (2) survey control points for each site. Each control point will include horizontal and vertical data.
- Horizontal coordinates will be referenced to grid north, based on the 2011 Adjustment of the North American Datum of 1983 (NAD 83/2011), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone.
- Elevations will be in feet and based on the North American Vertical Datum of 1988 (NAVD88).

2. SERVICES NOT PROVIDED

The following services are not included in this scope of work.

- Licensed SUE services
- Utility relocation designs
- Lighting improvements
- Geotechnical investigations
- Public involvement services
- Bid package preparation

3. SERVICES PROVIDED BY THE CITY

The CITY agrees to provide the following:

- Permission to access and inspect the bridges
- Copies inspection reports, rating reports, and existing plans
- Public involvement

4. ASSUMPTIONS

- Scope assumes no drainage analysis or plans required.
- The proposed work is not anticipated to require new or modified Sovereign Submerged Lands easements.
- The existing bridge Rights of Way (ROW) are assumed to be owned and maintained by the CITY with no need for ROW permitting or permissions.
- The waterways are assumed to not be USACE Works of the District and therefore not subject to Section 408 jurisdiction/approval.
- No coordination with the United States Coast Guard is anticipated.
- Analyses prepared by CONSULTANT and submitted as part of the permit application will not have to be revised in response to a redesign or re-engineering of the project outside the control of CONSULTANT.
- No cultural resource field work or elevated analyses are included; only a desktop analysis and minor State Historic Preservation Office (SHPO) coordination is included. It is assumed that no cultural resources issues will be identified.
- Environmental post-design services such as inspection of BMPs during construction, relocation of marine resources, water quality compliance, etc. are not included in this Scope.

5. ADDITIONAL SERVICES

The CONSULTANT shall provide additional services as requested in writing by the CITY in accordance with the terms, and provisions of this Professional Services Agreement.

6. DELIVERABLES

The CONSULTANT shall provide the CITY with all surveys and permit applications prepared. Project submittals shall include a 30%, 60%, 100%, and Final design submittals. Construction cost estimates and specifications shall be prepared with the 60%, 100% and Final design submittals.

Reviews and comment resolutions shall be performed in accordance with the FDOT LAP manual.

7. PROJECT SCHEDULE

117th Street Bridge

- Begin Design 12-1-2023
- 30% submittal 1-19-2024
- 60% submittal 3-22-2024
- 90% submittal 5-24-2024
- 100% submittal 7-12-2024
- Final Bid Set 8-16-2024 259 Days

116th Street Bridge

- Begin Design 3-18-2024
- 30% 5-6-2024
- 60% 6-28-2024
- 90% 8-30-2024
- 100% 10-18-2024
- Final Bid Set 11-15-2024 237 Days (350 Days Total)

NOTE: SEE ATTACHMENT A FOR RATES/FEEES. HOURY FEES BASED ON PREVIOUSLY APPROVED RATE SCHEDULE.

**ATTACHMENT A1 - 117TH BRIDGE
ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: 117th Bridge Decking Replacement Design
 County: Monroe
 FPN: 448208-1-38-01
 FAP No.:

Consultant Name: Stantec
 Consultant No.: 2638*****
 Date: 10/26/2023
 Estimator: AMB

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Project Manager 3	Chief Engineer 2	Chief Engineer 1	Senior Engineer 1	Engineer 1	Engineering Intern	Chief Designer	Senior Scientist	Senior Environmental Specialist	Scientist	Secretary/Clerical	SH	Salary	Average
		\$112.26	\$64.69	\$92.04	\$82.44	\$55.79	\$39.55	\$36.06	\$49.48	\$66.11	\$39.68	\$32.54	\$32.50	By Activity	Cost By Activity	Rate Per Task
3. Project Common and Project General Tasks	126	4	59	15	0	0	42	0	6	0	0	0	0	126	\$7,594	\$60.29
4. Roadway Analysis	116	0	0	10	0	20	0	29	58	0	0	0	0	117	\$5,928	\$50.67
5. Roadway Plans	131	0	0	10	0	22	0	33	65	0	0	0	0	131	\$6,603	\$50.48
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
7. Utilities	31	0	0	7	0	5	0	8	10	0	0	0	0	31	\$1,750	\$57.19
8. Environmental Permits, and Env. Clearances	169	0	8	0	4	0	0	0	0	34	61	61	2	169	\$7,497	\$44.46
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	55	0	4	0	11	0	28	0	12	0	0	0	0	55	\$2,847	\$52.15
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
12. Structures - Short Span Concrete Bridge	101	0	8	0	20	0	51	0	22	0	0	0	0	102	\$5,341	\$52.36
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	729	4	80	42	35	47	120	70	174	34	61	61	2	730		
Total Staff Cost		\$432.20	\$5,201.08	\$3,851.87	\$2,868.91	\$2,644.45	\$4,761.82	\$2,531.41	\$8,611.99	\$2,221.30	\$2,404.61	\$1,971.92	\$58.50		\$37,560.06	\$51.48

Check = \$37,560.06

Survey Field Days by Subconsultant
4 - Person Crew:

- Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				\$37,560.06
OVERHEAD:		159.48%		\$59,900.78
OPERATING MARGIN:		24%		\$9,014.41
FCCM (Facilities Capital Cost Money):		0.404%		\$151.74
EXPENSES:		14.49%		\$5,442.45
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:				\$112,069.44
Subconsultant:	FKLS	(Task 27)		\$5,560.00
Subconsultant:	Greenfield Env	(Task 8.17)		\$2,000.00
Subconsultant:	Sub 3			\$0.00
Subconsultant:	Sub 4			\$0.00
Subconsultant:	Sub 5			\$0.00
Subconsultant:	Sub 6			\$0.00
Subconsultant:	Sub 7			\$0.00
Subconsultant:	Sub 8			\$0.00
Subconsultant:	Sub 9			\$0.00
Subconsultant:	Sub 10			\$0.00
Subconsultant:	Sub 11			\$0.00
Subconsultant:	Sub 12			\$0.00
SUBTOTAL ESTIMATED FEE:				\$119,629.44
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$119,629.44
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$119,629.44

**ATTACHMENT A2 - 116TH BRIDGE
ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: 116th Bridge Decking Replacement Design
 County: Monroe
 FPN: 448993-1-38-01
 FAP No.:

Consultant Name: Stantec
 Consultant No.: 2638*****
 Date: 10/26/2023
 Estimator: AMB

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Project Manager 3	Chief Engineer 2	Chief Engineer 1	Senior Engineer 1	Engineer 1	Engineering Intern	Chief Designer	Senior Scientist	Senior Environmental Specialist	Scientist	Secretary/Clerical	SH	Salary	Average
		\$112.26	\$64.69	\$92.04	\$82.44	\$55.79	\$39.55	\$36.06	\$49.48	\$66.11	\$39.68	\$32.54	\$32.50	By Activity	Cost By Activity	Rate Per Task
3. Project Common and Project General Tasks	103	3	49	12	0	0	34	0	5	0	0	0	0	103	\$6,213	\$60.29
4. Roadway Analysis	78	0	0	6	0	13	0	20	39	0	0	0	0	78	\$3,952	\$50.67
5. Roadway Plans	87	0	0	7	0	15	0	22	44	0	0	0	0	87	\$4,402	\$50.48
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
7. Utilities	20	0	0	5	0	4	0	5	7	0	0	0	0	20	\$1,167	\$57.19
8. Environmental Permits, and Env. Clearances	112	0	6	0	2	0	0	0	0	22	40	40	1	112	\$4,998	\$44.46
9. Structures - Misc. Tasks, Dwgs. Non-Tech.	37	0	3	0	7	0	18	0	8	0	0	0	0	36	\$1,898	\$52.15
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
12. Structures - Short Span Concrete Bridge	68	0	6	0	14	0	34	0	15	0	0	0	0	68	\$3,560	\$52.36
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	505	3	63	30	23	32	87	47	117	22	40	40	1	505		
Total Staff Cost		\$353.62	\$4,049.59	\$2,775.01	\$1,912.61	\$1,762.96	\$3,425.03	\$1,687.61	\$5,786.69	\$1,480.86	\$1,603.07	\$1,314.62	\$39.00		\$26,190.67	\$51.82

Check = \$26,190.67

Survey Field Days by Subconsultant
4 - Person Crew:

- Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				\$26,190.67
OVERHEAD:		159%		\$41,768.88
OPERATING MARGIN:		24%		\$6,285.76
FCCM (Facilities Capital Cost Money):		0.40%		\$105.81
EXPENSES:		14.49%		\$3,795.03
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:				\$78,146.15
Subconsultant:	FKLS	(Task 27)		\$7,560.00
Subconsultant:	Greenfield Env	(Task 8.17)		\$3,000.00
Subconsultant:	Sub 3			\$0.00
Subconsultant:	Sub 4			\$0.00
Subconsultant:	Sub 5			\$0.00
Subconsultant:	Sub 6			\$0.00
Subconsultant:	Sub 7			\$0.00
Subconsultant:	Sub 8			\$0.00
Subconsultant:	Sub 9			\$0.00
Subconsultant:	Sub 10			\$0.00
Subconsultant:	Sub 11			\$0.00
Subconsultant:	Sub 12			\$0.00
SUBTOTAL ESTIMATED FEE:				\$88,706.15
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$88,706.15
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$88,706.15