COUNCIL AGENDA STATEMENT



Meeting Date: August 12,2 025

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 2025-80**, Approving The Work Authorization Agreement Between The City And CW3 Engineering, Inc., For Professional Engineering Services For The Design of the Rehabilitation Of 92nd Street In An Amount Not To Exceed \$118,655.00; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

92nd Street has a long history of inundation due to King tides and rising sea levels, resulting in frequent inundation of the road of up to 12 inches with salt water. The inundation not only poses a hazard and difficulty for the residents to access their property but is also detrimental to the City's emergency response vehicles. Subsequently, the City has applied for a grant through the Hazard Mitigation Grant Program (HMGP) and received grant funding in the amount of 48,984.88 for the design phase of the project. The Work Authorization with CW3 provides full engineering services for the design and permitting of the project to elevate the road and adjustments to existing utilities as required.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan		
2. Other	<u></u>	
3. Not applicable		

FISCAL NOTE:

The FY26 proposed capital infrastructure budget includes appropriations for this project.

RECOMMENDATION: Approval of Resolution

CITY OF MARATHON, FLORIDA RESOLUTION 2025-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE WORK AUTHORIZATION AGREEMENT BETWEEN THE CITY AND CW3 ENGINEERING, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE REHABILITATION OF 92ND STREET IN AN AMOUNT NOT TO EXCEED \$118,655.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 92nd Street has a long history of flooding due to King tides and rising sea levels, resulting in frequent inundation of salt water. This project to elevate the road and make adjustments to existing utilities as required with CW3 (the "Contractor") will provide full engineering services for the design and permitting of the project; and

WHEREAS, the City of Marathon (the "City") applied for a grant through the Hazard Mitigation Grant Program (HMGP) and received grant funding in the amount of \$48,984.88 for the design phase of the project; and

WHEREAS, the City finds that entering into a contract 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 the Contractor for the Project in an amount not to exceed \$118,655.00, 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 12th DAY OF AUGUST, 2025.

THE CITY OF MARATHON, FLORIDA

	Lynn Landry, Mayor
AYES:	
NOES: ABSENT:	
ABSTAIN:	
ATTEST:	
Diane Clavier, City Clerk	
(City Seal)	
APPROVED AS TO FORM AND LEG	
AND RELIANCE OF THE CITY OF	MARATHON, FLORIDA ONLY:
Steve Williams, City Attorney	

PROJECT SPECIFIC AGREEMENT

92nd Street Rehabilitation

PROJECT SPECIFIC AGREEMENT Between THE CITY OF MARATHON, FLORIDA

And

CW3 Engineering, Inc.

For

92nd Street Rehabilitation

Pursuant to the provisions contained in the "Continuing Services Agreement" between the City of Marathon, Florida (the "City") and <u>CW3 Engineering</u>, <u>Inc.</u>, (the "Consultant") dated <u>March 13th</u>, <u>2024</u>; this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" included in Exhibit "1."
- 1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Exhibit "1".
- 1.3 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 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit "2".

SECTION 3. TIME OF PERFORMANCE/DAMAGE

3.1 <u>Commencement.</u> The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

- 3.2 <u>Contract Time.</u> Upon receipt of the Notification of Commencement, 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 Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.
- 3.3 <u>Liquidated Damages.</u> 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: \$\frac{N/A}{A}\$ 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.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

- 4.1 <u>Compensation.</u> CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$\frac{116,655.00}{\text{plus}} \text{ plus reimbursable expenses not to exceed \$\frac{2,000.00}{\text{s}} \text{ as detailed in Exhibit 2. Total not to exceed amount for this Work Authorization is \$\frac{\$118,655.00}{\text{consultant}} \text{ [OR, IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$\frac{\$NA}{\text{.}}
- 4.2 <u>Reimbursable Expenses.</u> The following expenses are reimbursable at their actual cost with a not to exceed amount as noted in section 4.1: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

- 5.1.1 CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner as a percentage of work completed during the period. These invoices shall identify the nature of the work performed, the personnel performing the work, the time worked and the total billing in accordance with this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the Lump Sum amount without authorization from the City. The CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act.
- 5.2 <u>Disputed Invoices.</u> 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, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.
- 5.3 <u>Suspension of Payment.</u> In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this 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.

5.4 **Retainage.** N/A.

5.5 <u>Final Payment.</u> 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 6. TERMINATION/SUSPENSION

- 6.1 For Cause. This 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 by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.
- 6.2 For Convenience. This 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 its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.
- 6.3 <u>Assignment upon Termination</u>. Upon termination of this 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.
- 6.4 <u>Suspension for Convenience</u>. 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 for all work performed up to the date of said termination notice.

SECION 7. COMPLIANCE WITH LAW

7.1 <u>COMPLIANCE WITH LAWS</u> – The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City

- of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:
- 7.2 ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL: The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- 7.3 <u>CLEAN AIR AND WATER ACTS:</u> The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).
- 7.4 <u>CONTRACT WORK HOURS AND SAFETY STANDARDS:</u> The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- 7.5 <u>COPELAND ANTI-KICKBACK ACT:</u> The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction repair).
- 7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- 7.7 **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:** The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

- 7.8 **ENERGY POLICY AND CONSERVATION ACT:** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 7.9 **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

7.10 **<u>REPORTING:</u>**

- 7.10.1 **Reports Submission:** Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.
- 7.10.2 **Reports Acceptance:** FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.
- 7.11 **RETENTION OF ALL RECORDS:** The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.
- 7.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated March 13th, 2024 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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SECTION 9 Term/Time of Performance

- 9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for <u>one year</u> (s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.
- 9.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.
- 9.3 Upon receipt of the Notification of Commencement, 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 Schedule."

SECTION 10 Project Records

- 10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.
- 10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the subconsultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.
- 10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.
- 10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

- 10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.
- 10.6 All project records shall be maintained by Consultant and made available upon request of the
- 10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

SECTION 11 Ownership and Access to Public Records.

- 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.
- 11.2 The Consultant is a "Contractor" 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.
- 11.3 "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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.

PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

this_		EOF, the parties have executed this instrument on, 20
CON	SULTANT:	CITY:
By:_		By:
Its:		Its:
		ATTEST:
		Diane Clavier, City Clerk
		APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:
		City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

EXHIBIT "A" SCOPE OF WORK

Date: July 17, 2025

SCOPE OF SERVICES

ENGINEERING DESIGN AND PERMITTING SERVICES FOR THE 92nd STREET REHABILITATION

CW3 Engineering, Inc. (hereinafter referred to as CONSULTANT) is to provide The City of Marathon (hereinafter referred to as the CITY) the following Civil Engineering Services for the design improvements for the 92nd Street Roadway Improvements project from the existing southern terminus to approximately 650' north. Plans preparation and permitting of roadway and drainage improvements are anticipated. The project is subject to the requirements of the Hazard Mitigation Grant Program (HMGP) DR-4673-110-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The following items will comprise the scope of work anticipated for the project.

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein. The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall provide qualified technical and professional personnel to perform to CITY standards and procedures, and standard of the industry for such services, the duties and responsibilities assigned under the terms of this agreement. The CONSULTANT shall minimize, to the maximum extent possible, the CITY's need to apply its own resources to assignments authorized by the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2. PROJECT DESCRIPTION

This project shall consist of analyzing the corridor to repave and raise the pavement profile according to the Sea Level Impact Projection analysis and other King Tide information that the CITY will provide to the CONSULTANT. The project assumes that the profile will be completely raised from/at the existing southern terminus and transition back down to existing grade near the northern end of the project limits. The project will terminate approximately 650' north of the existing southern terminus of 92nd Street. The roadway/driveway is anticipated to consist of a two lane (10' lanes), two-way rural section with no paved shoulders. CONSULTANT will review the corridor for use of a curb and gutter system or hybrid typical section for CITY review if necessary. No sidewalk or pedestrian ways are included. It is anticipated that the roadway construction will consist of new construction characteristics.

Roadway improvements are intended to remain within the existing R/W. In areas where transitions are needed to tie into existing driveways or building pads, CONSULTANT will identify areas needed for Right-of-Entry Agreements for the CITY to coordinate with the homeowners. No R/W acquisition, Temporary Construction or Perpetual Easements are included.

It is understood that additional services outside of or inconsistent with the above-mentioned improvements are not included in this scope of services.

3. PROJECT GENERAL TASKS

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the work described is to be performed by the CONSULTANT.

- Project kick-off One (1) meeting
- Project Scheduling Not included.
- Coordination Meetings (PRIME CONSULTANT MEETINGS)
 - o Four (4) Miscellaneous meetings at the CITY's discretion (virtual)
 - Up to one (1) Coordination/pre-applications meetings with SFWMD or FDEP. (virtual)
 - o Three (3) Plan Submittal Review meeting with the CITY (60%, 90%, Final)(virtual)
 - o Two (2) Meetings with FKAA (virtual)
- 2 Misc Field Reviews
- No Independent Peer Review is included.

3.1. Public Involvement

• CONSULTANT will attend up to one (1) group meeting onsite with the residences for the project. CONSULTANT will prepare plan exhibits to bring to the meeting. CITY to coordinate with and identify residential contacts and set up meeting time and place.

4. ROADWAY ANALYSIS & PLANS

- Access Management Design Support Not Included.
- Intersection Control Evaluation (ICE)

No modifications to existing intersection types, layouts or alternatives.

• Roadway Design/Plans Preparation

The CONSULTANT will provide a roadway/driveway design for the limits as described in the Project Description above. The CONSULTANT will design the geometrics using the design standards consistent with the design traffic volumes, design speed, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, etc.

The new construction profile grade line will be designed according to the Sea Level Impact Projections and King Tides to the greatest extent possible (data provided by the CITY), to encourage positive drainage with anticipated proposed typical section, meeting the FDOT FDM and/or the Florida Greenbook requirements.

Fencing, guardrail/shielding drop-offs along the R/W (waterside) are not desired by the CITY at this time, unless necessary to meet roadway safety criteria. If shielding is desired, FDOT Standard Plans will be used. No separate structural design is included. No structural analysis of the existing seawall is included and is assumed to be structurally sound.

- Traffic Data Collection
 - Traffic Data Collection/analysis is not included.
- <u>Typical Section Package</u>

 Typical Section Package will be included. Typical Section Package will be submitted at approximately the 30% plans development stage. Changing the typical after the 60% submittal would be subject to additional compensation.

It is anticipated that the constructability will potentially govern the location of the proposed roadway within the existing R/W, however the CITY desires the alignment to remain to the maximum extent possible. Evaluating areas outside of the existing R/W for roadway improvements is not included.

Design Speed

- o There is no Posted Speed limit.
- Design Speed will utilize 25mph or less.

Pavement Design Analysis

No pavement design package is included. Pavement design is to be provided by the CITY.

Milling and Resurfacing

CONSULTANT will coordinate with CITY to determine recommended depths where appropriate. It is anticipated that the roadway/driveway will be reconstructed. No geotechnical analysis desired by the CITY.

School Bus Stops

Not included at this time.

Pedestrian Midblock/Uncontrolled Crossings

No pedestrian facilities are included at this time.

• Temporary Traffic Control Plans

CONSULTANT is to coordinate with the CITY for the TTCP notes/requirements/constraints desired by the CITY to be included in the plans. Only a TTCP General Notes sheet will be included. No plan sheets, typical sections, etc. are to be developed by the CONSULTANT.

Roadway Plans (Anticipated Sheets)

- Key Sheet
- Optional Culvert Material Not Included.
- o Summary of Pay Items Not Included. Bid Schedule will be provided.
- Typical Sections
- General Notes/Pay Item Notes
- Project Layout
- Plan/Profile Sheets
- Special Profiles Not included. Driveways will be spot graded on Plan/Profile and/or special detail sheets
- o Intersection Layout Details Not Included
- Special Details
- Drainage Structure Sheets Not Included. Drainage Information will be shown on Plan/Profile
- Cross Sections Sections not included. Limited analysis will be conducted to ensure proposed profile
 grade line and roadway improvements fit within the R/W line. Special Details will be included in the
 plans if necessary. Earthwork will not be calculated and noted as lump sum items on pay items, bid
 schedule.
- Roadway Soil Survey Not Included
- Temporary Traffic Control Sheets General Notes only. Special notes/requirements to be provided by CITY
- Utility Adjustment Sheets

5. DRAINAGE ANALYSIS AND PLANS

This task includes the analysis of roadway and surrounding area drainage system(s) that will be impacted by the roadway improvements. Proposed drainage systems are anticipated to only include closed conveyance for onsite/offsite runoff conveyance(s) to injection well(s). No floodplain evaluation and compensation is anticipated.

• Base Clearance:

CONSULTANT will review base clearance from the proposed roadway profile grade line; however the proposed profile grade line will predominately rely on the results of the Sea Level Rise Projections and limitations of finished slab elevations under existing residences.

Existing Permit Analysis:

CONSULTANT will review existing SFWMD/FDEP permit files in effort to gain a better understanding of the adjacent systems, if any. CITY to provide CONSULTANT with existing roadway and sewer plans for this section of roadway.

• <u>Temporary Drainage Analysis</u>

Not included.

• <u>Preliminary Stormwater Analysis</u>

Not included at this time.

• Design of Minor Cross Drains

Not included at this time.

Design of Ditches and Side Drains

Not included at this time.

• <u>Design of Stormwater Management Facilities</u>

CONSULTANT will connect/utilize existing stormwater gravity wells. No new impervious area/treatment anticipated or included.

• Design of Flood Plain Compensation

Not included at this time.

Design of Storm Drains

CONSULTANT will design storm drain conveyance/collection systems and provide storm tabulations according to FDOT criteria for including hydraulic calculations for pipe size, hydraulic grade lines, velocities, etc.

• Design of Cross Drains

Major cross drain design is not anticipated nor included at this time.

• Optional Culvert Material

Not included at this time.

• <u>Drainage Design Documentation</u>

CONSULTANT will compile drainage design documentation including stormwater components into a limited memorandum format. Include documentation for all the drainage design tasks and associated meetings and decisions.

Drainage Plans

All drainage information will be shown on the Plan/Profile Sheets and/or Special Details as necessary other than indicated below.

- Summary of Drainage Structures Not Included. CONSULTANT will provide bid schedule with associated Pay Items.
- o Drainage Structures Information to be shown on Plan/Profile sheets.
- o Erosion Control Plan Sheets
- SWPPP Sheets

6. UTILITY COORDINATION

This task will include contacting and providing information to utility providers that own or maintain facilities within and adjacent to the project area, all utility conflicts will be identified by UAO's. CONSULTANT will:

- Collect/Prepare contact letters to all affected utility owners, beginning with the design survey for markups by the respective utility owners.
- Conduct/Attend (up to one) Utility Coordination Meeting (virtual).
- Prepare utility conflict matrices.
- Attempt to resolve conflicts with the proposed improvements or with individual utility relocations.
- Existing utility facilities requiring relocation (other than indicated in the following Section) will be designed
 by the utility owner and provided to the CONSULTANT. Relocation plan design information provided to the
 CONSULTANT by the UAO will be transferred into the roadway plans in separate Utility Adjustment Plan
 sheets. If general relocation information can be shown legibly on the roadway plan sheets, separate Utility
 Adjustment Plans will not be included.

7. UTILITY ANALYSIS & PLANS

Not included. CITY facilities to be analyzed, designed and constructed by CITY. No pay items, bid tabs, specifications or details are included. CONSULTANT, in conjunction with the CITY, will identify facilities in conflict with proposed roadway design features. CONSULTANT will generally callout these facilities in the Utility Adjustment sheets in the Roadway Analysis and Plans above.

8. PERMITTING

Environmental Permits and Environmental Clearances.

The CONSULTANT shall notify the CITY Project Manager in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy the Project Manager on all permit-related correspondence and meetings.

o Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements.

Field Work

Establish Wetland Jurisdictional Lines and Assessments Not included.

Species Surveys

Not Included.

Agency Verification of Wetland Data

Not anticipated nor included.

Complete and Submit Permit Applications

The CONSULTANT shall coordinate with the FDEP/SFWMD to determine if the improvements qualify for a General Permit, Exemption or new Individual Permit. This section assumes that the CITY has an MS4 permit that CONSULTANT can utilize and submit for the O&M manual. Separate preparation of an O&M Manual is not included. If environmental involvement is required, additional services will be negotiated at that time.

Complete and Submit all Required Wetland Permit Applications Wetland impacts are not anticipated nor included.

Complete and Submit all Required Species Permit Applications Not anticipated nor included.

o Coordinate and Review Dredge and Fill Sketches

Not anticipated nor included.

Mitigation Plan(s)

Not anticipated nor included.

o <u>Preparation of Environmental Clearances and Reevaluations</u>

Not anticipated nor included.

Cultural Resource Assessment Survey

Not included in this scope of services.

Other Permits

<u>City of Marathon</u> – No CITY development permits will be pursued at this time.

o FDOT Review/Approvals

Not included.

FDEP Sea Level Impact Projection

CONSULTANT will generate a SLIP report and will submit for associated approvals with FDEP and the CITY. Results of the study will be utilized to set the proposed profile grade line of the project corridor.

- o FDEP (Water) Not included.
- o <u>FDEP (Sewer)</u> CONSULTANT will pursue if necessary.

9. SIGNING & MARKING ANALYSIS AND PLANS

CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. It is assumed there will be no overhead or guide signs included. No green pavement is included.

- Signing and Marking Plans (to be included in Roadway plan component set)
 - Plan Sheets
 - Typical Details

10. SIGNALIZATION ANALYSIS & PLANS

Not included in this scope of services.

11. LIGHTING ANALYSIS & PLANS

No corridor lighting is desired by the CITY, therefore lighting is not included in this scope of services.

12. LANDSCAPING ANALYSIS & PLANS

Not included in this scope of services.

13. SURVEY SERVICES

CITY will provide survey services within the project limits as follows. CONSULTATNT assumes topographical survey located in State Plane coordinates will be provided in NAVD along with an existing surface DTM and associated .csv point file. Survey/surface assumed to include breaklines for driveways, edges of pavement, limits of concrete, etc. Items assumed to be identified are (but are not limited to): R/W lines, easements, grade breaks, walls, stairs, material types/changes, utilities, valves, meter boxes, manholes, gravity wells, sewer candy canes, seawall (front/back), power poles, mailboxes, etc.

• CONSULTANT recommends the following survey limits to be provided:

- o 92nd Street.
 - ➤ South Limits 15' South of existing gate and wall at 1408 92nd St.
 - North Limits 700' north of existing gate and wall (1408 92nd St.) from the southern limits.
 - ➤ West Limits from 92nd St. to the finished grade/slab under the residences. Finished slab elevations under existing residences where driveway connections occur are needed. Detail under residences does not need to be included. It is requested that general elevations between the residences to the western seawall be provided.
 - ➤ East Limits 10' beyond R/W, Water's edge or minimum of 10' east of existing edge of pavement, whichever is greater.

14. GEOTECHNICAL SERVICES

Not included. CITY to provide existing data as necessary.

Phase I Environmental Site Assessment

Not included in this scope of services.

15. COST OPINIONS

Not included. CITY will develop.

16. PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTANCE

CONSULTANT will provide services to include:

Prepare Final Construction Plans, in accordance with the contract documents, and documents required to build the roadway and related features.

Prepare technical specifications required to construct the roadway, using the FDOT specifications incorporated by reference.

Addenda, Bid reviews, bid tabulations and recommendations of award by CONSULTANT are not included.

17. SCHEDULE

The CONSULTANT will assist the CITY in the development of a project timeline. Once a schedule is developed for the project, the Consultant will assist the CITY to meet the various schedule milestones.

Note: The time frames included in this scope are approximate, and adjustments may be necessary due to circumstances outside the Consultant's control.

Design Phase Approximately 6 monthsBid Assistance Approximately 3 months

18. PROVISIONS OF WORK

The CONSULTANT shall furnish one electronic set of 11"x17" size plans for all CITY plan reviews, to coordinate the design approvals. It is anticipated that design submittals will be made at the 60%, 90% and the final plans phase. The CONSULTANT shall furnish one (1) complete set of the final (11"x17") electronic plans in .pdf and .dwg or .dgn format as appropriate. Project and design documentation will be provided in written and electronic format as appropriate throughout the project. Consultant will supply written response to review comments after every plan phase submittal. If additional hard copy plan sets are desired or larger prints such as 24x36, they can be issued as additional services.

19. PLAN ASSEMBLY

It is anticipated the plan assembly will follow the typical plans assembly as identified in FDOT procedures, modified to fit the project development and criteria. Only the sheets necessary to convey the design intent will be included in the plan set in conjunction with typical CITY Standards.

20. CONSTRUCTION ADMINISTRATIVE SERVICES (TO BE NEGOTIATED AFTER BID AWARD)

21. COMPENSATION

Certain assumptions have been made in developing the fee for services. To the extent possible, they are stated in this scope of services. If changes to the project result in changes in the level of effort presented in this scope of services, the Scope of Services and fee budget will be revised by mutual agreement. All work is subject to Work in Progress Payments and will be invoiced on a monthly basis.

ADDITIONAL ITEMS NOT INCLUDED IN THIS SCOPE OR SERVICES TO BE PROVIDED BY THE CITY

- Permit Fees
- Other permits and related application fees not stated in this scope
- Permit renewals, updates and/or modifications of permits obtained within this scope
- Pursuit of permits other than services specified above
- Fed/FDOT submittals, review, ERC, addressing Fed/FDOT comments.
- Grant Compliance and coordination
- Protected Species Survey update or renewal upon expiration
- All fees associated with environmental mitigation
- Any title work (Opinions, O & E reports, etc.)
- Topographical Survey Services
- Right of Way Map development
- Easement Sketches and Descriptions
- Vegetation Removal Permits
- CITY Right of Way Permits. Contractor will obtain
- Special traffic signs or guide signs
- Front end letting documents
- Bid advertisement and letting coordination and printing of letting plans and documents for contractors
- City Council presentations
- Structural Design & Analysis
- Coastal Engineering Services including scour and wave height analysis

EXHIBIT 2 COST OF SERVICES

Project: 92nd Street Rehabilitation

Project No. 24-0004A

e S	heet Summary	Scale	Unit	Unit Rate	Total Hours	Comments					
em	Phase										
3	PROJECT GENERAL TASKS										
	Subconsultant Coordination		1	4	4	Survey, Sub Agreement, insurance					
	Project Kick Off Meeting		1	6	6	Includes prep and minutes, 2ppl					
	Schedule Development/Maintenance		0	0	0	Not Included.					
	Coordination Meetings		10	2	20	Includes prep, attendance and minutes					
	BOCC Meetings		0	0	0	Not Included					
	Field Reviews		2	6	12	2 visits x 2ppl each at 3hrs/ea					
	Digital Delivery		0	0	0						
	Project File Maintenance		1	10	10	4 initial setup, 1/mo. Maintenance x 6mo					
	Public Information Meeting	CVC TOTAL	1	12	12	Prep and attendance x 1 only.					
	PROJECT GENERAL TA	SKS TOTAL			64						
4	ROADWAY ANALYSIS & PLANS					la					
	Typical Section Package		1	14	14	2 hours cover, 6 hours x 2 typicals each					
	Pavement Design Analysis		1	0	0	City standard					
	Uncontrolled Pedestrian Crossings		0	0	0	Not Included					
	Quantities		1	24	24						
	Key Sheet		0	0	0	Not Included					
	Signature Sheet Typical Sections	+	2	4	8	Not Included with drop downs as necessary					
	General Notes/Pay Item Notes		1	12	12	with drop downs as necessary					
	Project Layout		1	6	6						
	Roadway Analysis		1	78	78						
	Plan/Profile Sheet	20	3	34	102						
	Trany Trojne sneet	20	<u> </u>	34	102	Not Included. Driveway will be spot graded					
	Special Profiles		0	0	0	P/P and/or special detail sheets					
	Intersection Layout Details		0	0	0	included in plan/profiles/special profiles					
	Special Details		5	6	30	misc.					
	openia z ostano		_			minor analysis included. Cross sections/cros					
						section sheets are not Included. Earthwork					
	Cross Sections		1	16	16	be Lump Sum on pay items, bid schedule					
	Roadway Soil Survey		0	0	0	Not Included					
	Temporary Traffic Control Analysis		1	6	6	no plans, notes only, coord with City					
	Utility Adjustment Sheets	30	6	2.5	15	2.5hrs/sht x 2 submittals, includes matrix					
	Supervision		1	12	12	4%					
	QA/QC		1	12	12	4%					
	ROADWAY ANALYSIS & PLA	ANS TOTAL			339						
5	DRAINAGE ANALYSIS AND PLANS										
	Base Clearance		1	4	4						
	Existing Permit Analysis		1	12	12						
	Preliminary Stormwater Analysis		1	12	12						
	Design of Minor Cross Drains		0	0	0	Not Included					
	Design of Ditches and Side Drains		0	0	0	Not Incuded					
	Design of Stormwater Management Facilities		1	0	0	Not Included					
	Design of Storm Drains		16	2	32	assumed limited structures					
	Optional Culvert Material Analysis		0	0	0	Not Included					
	Drainage Documentation Report		1	24	24	minimal improvements only					
	Drainage Map		1	0	0	Not Included					
	Drainage Structures		0	0	0	structure info shown on plan view					
	Erosion Control Plan Sheets	30	2	2	4						
	SWPPP		3	2	6	Leav.					
	Supervision		1	6	6	5%					
	QA/QC DRAINAGE ANALYSIS AND PLA	ANG TOTAL	1	6	6 106	5%					
	DRAINAGE ANALTSIS AND PLA	ANS TOTAL			100						
_											
6			^	0	0	by CW3					
6	Subconsultant Coordination		0		c	by CM2					
6	Subconsultant Coordination Prepare/Distribute Contact Letters		1	6	6	by CW3					
6	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans		1 1	6 15	15	3 submittals x 5 hrs/submittal					
6	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings	ios) TOTAL	1	6	15 0						
	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings UTILITY COORDINATION (Public Utility	ies) TOTAL	1 1	6 15	15	3 submittals x 5 hrs/submittal					
	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings UTILITY COORDINATION (Public Utility UTILITY ANALYSIS & PLANS	ies) TOTAL	1 1 1	6 15 0	15 0 21	3 submittals x 5 hrs/submittal Included in task 3 above					
	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings UTILITY COORDINATION (Public Utility UTILITY ANALYSIS & PLANS Key Sheet	ies) TOTAL	1 1 1	6 15 0	15 0 21	3 submittals x 5 hrs/submittal Included in task 3 above Not Included. Add plans to Rdwy Componer					
	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings UTILITY COORDINATION (Public Utility UTILITY ANALYSIS & PLANS Key Sheet Plan/Profile Sheet	ies) TOTAL	1 1 1 0 0	6 15 0	15 0 21	3 submittals x 5 hrs/submittal Included in task 3 above Not Included. Add plans to Rdwy Componer Not Included.					
	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings UTILITY COORDINATION (Public Utility UTILITY ANALYSIS & PLANS Key Sheet Plan/Profile Sheet Standard Details	ies) TOTAL	1 1 1 0 0	6 15 0 0	15 0 21 0 0 0	3 submittals x 5 hrs/submittal Included in task 3 above Not Included. Add plans to Rdwy Componer Not Included. Not Included.					
7	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings UTILITY COORDINATION (Public Utility UTILITY ANALYSIS & PLANS Key Sheet Plan/Profile Sheet Standard Details Special Details	ies) TOTAL	1 1 1 0 0 0	6 15 0 0 0 0	15 0 21 0 0 0 0	3 submittals x 5 hrs/submittal Included in task 3 above Not Included. Add plans to Rdwy Componer Not Included. Not Included. Not Included. Not Included.					
	Subconsultant Coordination Prepare/Distribute Contact Letters Collect and Input RGB's into plans Utility Coordination Meetings UTILITY COORDINATION (Public Utility UTILITY ANALYSIS & PLANS Key Sheet Plan/Profile Sheet Standard Details	ies) TOTAL	1 1 1 0 0	6 15 0 0	15 0 21 0 0 0	3 submittals x 5 hrs/submittal Included in task 3 above Not Included. Add plans to Rdwy Componer Not Included. Not Included.					

8	PERMITTING/ COORDINATION					
	Subconsultant Coordination		1	0	0	Environmental Coord. Not included
	SFWMD/ FDEP Stormwater		1	60	60	Exemption, GP or Individual, no O&M Manual
	USACE		1	10	10	Not Included
	USFWS		1	0	0	Not Included
	FDOT		1	0	0	not included. Reviews/ ERC not included.
	S.L.I.P. (FDEP)		1	10	10	includes submittals and RAI
	QA/QC		1	3	3	includes submittals and ItAl
	PERMITTING/ COORDINATIO	N TOTAL			83	
9	SIGNING & MARKING ANALYSIS & PLANS					
	Field Review		0	0	0	Included in task 3 above
	Key Sheet		0	0	0	Included in roadway
	Signature Sheet		0	0	0	Included in roadway
	General Notes/Pay Item Notes		1	2	2	Add to roadway
	Project Layout		0	0	0	Included in roadway
	Plan Sheet	30	2	3	6	Will show on roadway plan if possible
	Typical Details	30	1	4	4	Will show off Toadway plan if possible
	Special Details		0	0	0	not anticipated
	Supervision		1	1	1	5%
	QA/QC	1	1	1	1	5%
	SIGNING & MARKING ANALYSIS & PLAI	NS TOTAL	1	1	14	3%
13	SURVEY SERVICES	13 IOIAL			14	
13			1 1	1 4	1 4	
	Subconsultant Coordination		1	4	4	+
	Topographical Data Processing		1	6	6	
	QA/QC	C TOTAL	1	2	2	
	SURVEY SERVICE	3 IUIAL			12	
14	GEOTECHNICAL SERVICES					New to also deed
	Subconsultant Coordination	-	0	0	0	Not Included
	QA/QC				0	Not Included
		C TOTAL	U			Troc moraded
15	GEOTECHNICAL SERVICE	S TOTAL			0	
15	GEOTECHNICAL SERVICE COST OPINIONS	S TOTAL			0	, rot medada
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	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination	VS TOTAL	0	0	0 0 0	Not Anticipated
	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications	VS TOTAL	0 0 1	0 0 20	0 0 0	Not Anticipated
	COST OPINIONS Cost Opinions COST OPINIONS COST OPINIONS COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference	VS TOTAL	0 1 0	0 20 0	0 0 0	
	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda	VS TOTAL	0 1 0	0 20 0	0 0 0 20 0	Not Anticipated Not Included
	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids	VS TOTAL	0 1 0 0 0	0 20 0 0	0 0 0 20 0 0	Not Anticipated Not Included Not Included
	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation	VS TOTAL	0 1 0 0 0	0 20 0 0 0	0 0 0 20 0 0 0	Not Anticipated Not Included Not Included Not Included
16	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award	NCE	0 1 0 0 0	0 20 0 0	0 0 0 20 0 0 0 0	Not Anticipated Not Included Not Included
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16 P	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANCE CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings	NCE	0 1 0 0 0 0 0 0	0 20 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 20	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD
16 P	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANG CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings Shop Drawings	NCE	0 1 0 0 0 0 0 0 0	0 20 0 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 20	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD TBD TBD
16 P	COST OPINIONS Cost Opinions Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tobulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANG CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings Shop Drawings Clarifications/ Interpretations/ RFIs	NCE	0 1 0 0 0 0 0 0 0	0 20 0 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD TBD TBD TBD TBD
16 P	COST OPINIONS Cost Opinions Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANG CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings Shop Drawings Clarifications/ Interpretations/ RFIs Plan Revisions	NCE	0 1 0 0 0 0 0 0 0	0 20 0 0 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 20	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD TBD TBD TBD TBD TB
16 P	COST OPINIONS Cost Opinions Cost Opinions COST OPINION COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANG CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings Shop Drawings Clarifications/ Interpretations/ RFIs Plan Revisions Site Visits	NCE	0 0 1 0 0 0 0 0 0 0	0 20 0 0 0 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD TBD TBD TBD TBD TB
16 P	COST OPINIONS Cost Opinions Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANG CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings Shop Drawings Clarifications/ Interpretations/ RFIS Plan Revisions Site Visits Substantial Completion Walk Through	NCE	0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 20 0 0 0 0 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD TBD TBD TBD TBD TB
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16 P	COST OPINIONS Cost Opinions Cost Opinions COST OPINION COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANCE CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings Shop Drawings Clarifications/ Interpretations/ RFIs Plan Revisions Site Visits Substantial Completion Walk Through Final Completion Walkthrough Record Drawings	NCE CE TOTAL	0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD TBD TBD TBD TBD TB
16 P	GEOTECHNICAL SERVICE COST OPINIONS Cost Opinions COST OPINION PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTA Subconsultant Coordination Technical Specifications Pre-Bid Conference Addenda Review Bids Bid Tabulation Recommendation of Award REPARE BIDDING DOCUMENTS AND BIDDING ASSISTANG CONSTRUCTION ADMINISTRATIVE SERVICES Subconsultant Coordination Project Management Meetings Shop Drawings Clarifications/ Interpretations/ RFIs Plan Revisions Site Visits Substantial Completion Walk Through Final Completion Walkthrough Record Drawings Agency Certifications	NCE CE TOTAL	0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Not Anticipated Not Included Not Included Not Included Not Included TBD TBD TBD TBD TBD TBD TBD TB

Project: 92nd Street Rehabilitation

Project No. 24-0004A

Fee S	Sheet Summary		Principal Engineer	Project Manager		Design Engineer, P.E.		CAD Designer, II		, , , , , , , , , , , , , , , , , , , ,	CAD Technician, I	CEI Project Administrator	CEI Field Inspector	CEI Sr. Inspector	Administrative	Hours/Task	CW3 Fee	Subconsultant Fee	Total Fee
		Rates	\$275.00	\$225.00	\$200.00	\$170.00	\$140.00	\$140.00	\$135.00	\$125.00	\$105.00	\$185.00	\$120.00	\$135.00	\$75.00				
Item	Phase																		
3	PROJECT GENERAL TASKS		16	30	0	0	16	0	0	0	0	0	0	0	2	64	\$13,540.00		\$13,540.00
4	ROADWAY ANALYSIS & PLANS		34	102	0	0	34	170	0	0	0	0	0	0	0	340	\$60,860.00		\$60,860.00
5	DRAINAGE ANALYSIS & PLANS (CW3)		11	21	0	0	42	32	0	0	0	0	0	0	0	106	\$18,110.00		\$18,110.00
6	UTILITY COORDINATION		0	2	0	0	11	8	0	0	0	0	0	0	0	21	\$3,110.00		\$3,110.00
8	PERMITTING		0	21	0	0	42	21	0	0	0	0	0	0	0	84	\$13,545.00		\$13,545.00
9	SIGNING & MARKING ANALYSIS & PLANS		0	1	0	0	3	10	0	0	0	0	0	0	0	14	\$2,045.00		\$2,045.00
13	SURVEY SERVICES (CW3)		0	1	0	0	2	9	0	0	0	0	0	0	0	12	\$1,765.00		\$1,765.00
16	PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTANCE		4	4	0	0	12	0	0	0	0	0	0	0	0	20	\$3,680.00		\$3,680.00
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00		\$0.00
	REIMBURSABLES (CW3)																\$2,000.00		\$2,000.00
	Totals		65	182	0	0	162	250	0	0	0	0	0	0	2	661	\$118,655.00	\$0.00	\$118,655.00

Fee S	heet Summary	Principal Engineer	Project Manager	Sr. Design Engineer, P.E.	Design Engineer, P.E.	Design Engineer, E.I.	CAD Designer,	CAD Designer, I	CAD Technician, II	CAD Technician, I	CEI Project Administrator	CEI Field Inspector	CEI Sr. Inspector	Administrative	Hours/Task	Hours/Task
Item	Phase															
3	PROJECT GENERAL TASKS	25.00%	47.00%	0.00%	0.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	64	100.00%
4	ROADWAY ANALYSIS & PLANS	10.00%	30.00%	0.00%	0.00%	10.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	339	100.00%
5	DRAINAGE ANALYSIS & PLANS (CW3)	10.00%	20.00%	0.00%	0.00%	40.00%	30.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	106	100.00%
6	UTILITY COORDINATION	0.00%	10.00%	0.00%	0.00%	50.00%	40.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	21	100.00%
8	PERMITTING	0.00%	25.00%	0.00%	0.00%	50.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	83	100.00%
9	SIGNING & MARKING ANALYSIS & PLANS	0.00%	10.00%	0.00%	0.00%	20.00%	70.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	14	100.00%
13	SURVEY SERVICES (CW3)	0.00%	10.00%	0.00%	0.00%	15.00%	75.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	12	100.00%
16	PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTANCE	20.00%	20.00%	0.00%	0.00%	60.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20	100.00%
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%
	Totals														659	