



# DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

2207 Raleigh Street  
Hollywood, FL 33020  
Phone (954) 921-3410 Fax (954) 921-3405

## CONSULTANT'S AUTHORIZATION TO PROCEED

<b>To:</b>	<b>Marlin Engineering, Inc</b>	<b>Date:</b>	TBD
<b>Facility Name:</b>	Johnson Street	<b>Project No.:</b>	FM-4455181
<b>Project Name:</b>	Johnson St-from N.35 <sup>th</sup> to N.30 <sup>th</sup> Rd and N 21 to N 14 Ave an FDOT LAP project	<b>ATP Sequence Number:</b>	1
		<b>Resolution No.</b>	R-2023-069
<b>You are hereby authorized to proceed with the following services:</b>			
<input checked="" type="checkbox"/>	<b>Basic Services:</b>		
<input type="checkbox"/>	<b>Additional Services</b>		

Payment for these services shall be: ☐ Lump Sum ☒ See attached proposal dated: January 30, 2023

### AUTHORIZED DESIGN VALUE

### CONSULTANT'S ESTIMATED COST

<b>Construction Budget:</b>		\$	
<b>Scope Increase:</b>			
<b>Total Construction Budget:</b>			

### BASIC SERVICES

### ADDITIONAL SERVICES

### TOTAL

<b>Total Estimated Fees:</b>	\$	298,924.00	\$		\$	
<b>Fee Authorized Through This ATP</b>	\$	298,924.00	\$		\$	
<b>Less Fee Previously Authorized</b>	\$	0	\$		\$	
<b>Fee Authorized This ATP: (Not to Exceed)</b>	\$	298,924.00	\$		\$	

### APPROVED AS TO FORM :

DocuSigned by:  
  
31026A9647F142ADouglas R. Gonzales  
City Attorney

Submitted:  
Name:

A828C8A82CE2429...

Nicole Heran, Deputy Director  
Department of Design & Construction Management

Recommended:

C009F87040BD40B...

Jose Cortes, Director  
Department of Design & Construction Management

Approved:

DocuSigned by:

0856BF69472149B...

David E. Keller  
Director of Financial Services

Approved:

DocuSigned by:

E3E6798FD4A24FA...

Josh Levy, Mayor

### Distribution:

- 1 Original to Consultant (See Note Below)
- 1 Original to Design Project File
- cc: Senior Acct.

Accepted:

Consultant

**Note to Consultant:** Please Sign All Originals and Return to the Department of Design & Construction Management

**Account No.** 117.179901.54900.563010.001464.000.000, and 334.149901.54100.563010.000087.000.000



**MARLIN Engineering, Inc.**  
3363 W. Commercial Blvd., Suite 115  
Fort Lauderdale, FL 33309

## **Consultant Project Proposal**

January 30, 2023

Luis Lopez, PE  
Engineering Support Services Manager  
City of Hollywood  
Design and Construction Management  
2207 Raleigh Street  
Hollywood, FL 33022

### **Re: Engineering Services – Johnson Street (LAP) Corridor Lighting Project (445518-1-58-01)**

Dear Mr. Lopez:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Professional Services Agreement provided by the City of Hollywood for Professional Engineering Continuing Services Civil Engineering Roadway (RFQ 4666-21-DCM).

#### **I. General**

The project consists of the construction of new roadway corridor and intersection lighting, along Johnson Street within the City of Hollywood (the City). From east of N 35<sup>th</sup> Ave to just west of N 30<sup>th</sup> Rd and from east of N 21<sup>st</sup> Ave to just west of N 14<sup>th</sup> Ave, **excluding** the intersection of Johnson St. and US 1/Federal Hwy. The construction will also include the installation of Sharrow Bike pavement markings within the project limits.

#### **II. Project Location**

Refer to Appendix 1.

#### **III. Scope of Work**

The scope of work outlines the effort required for the production of the construction documents which will be in accordance with AASHTO "Green Book", AASHTO Roadway Lighting Design Guide, AASHTO Roadside Guidelines, Manual on Uniform Traffic Control Devices (MUTCD), Florida Intersection Design Guide, Manual on Uniform Traffic Studies (MUTS), Broward County Minimum Standards Exhibit 25A, FDOT Design Manual, FDOT Florida Greenbook, FDOT Standard Specifications for Road and Bridge Construction, and FDOT Design Standards.

#### **Task 1.0 – Pre-Design Services**

##### **1.1 - Surveying Services**

- Provide a Topographic Survey to include existing above ground visible features, (does not include basin inverts or pipes information), spot elevation cross section every 500' along roadway at crown of road, pavement breaks, curb lines "at top of curb, bottom of curb and edge of pavement" (does not include 3D surface – DTM), existing trees, all overhead and visible on the surface utilities.
- Existing right of way lines and centerlines as defined on plat document(s) for each location.

- The final deliverables will be an AutoCAD Civil 3D file and a digitally signed and sealed PDF form of the Topographic Survey.
- The limited topographic survey will be prepared under the direction of a Florida registered surveyor and mapper.

**Items not included in the scope of services.**

- \*Does not include preparation of a Digital Terrain Model (DTM), 3D surfaces information.
- \*Does not include obtaining and/or reviewing a Title Insurance Policy.
- \*Does not include Tree Identification, classification, canopy or size.

**1.2 – Geotechnical Services – Soil investigation**

- The Geotechnical services consists of field exploration, laboratory testing, and engineering/project delivery.
- Field exploration will consist of a total of 8 borings planned at 15-ft depth to collect the necessary samples needed for the evaluation of soil parameters necessary for the design of light poles standard and special foundations. (Refer to Appendix-2 for detail geotechnical services).
- Laboratory testing will consist of the project engineer review of field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. (Refer to Appendix-2 for detail geotechnical services).
- Engineering and Project Delivery will consist of a full comprehensive Geotechnical Report. The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. Upon completion of borings for the field exploration study, a report will be provided. (Refer to Appendix-2 for detail geotechnical services).

**Task 2.0 – Other Require Professional Services**

**2.1 - Utility Coordination**

- Coordinate with utility owners for facilities within project limits.
- One electronic PDF copy of the survey and a letter will be forwarded to each Utility Agency Owner (UAO) known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redline survey, identifying the horizontal and vertical location of their facilities. This information will be incorporated into the design upon receipt from the utility companies. Then plans will be sent back to the UAOs at 60% or Constructability submittal to request a secondary review. Each UAO will need to verify their location and update with any new installation since the first review as well as provide available as-builts. Finally, plans will be sent back to the UAOs at 90% or Billability submittal to request a no-conflict letters or relocation agreements. Task include all coordination, documentation and (1) utility meeting.

**2.2 – Project Management**

Project Management Services will consist of:

- Contract Management – Management of the design project budget, project schedule, project progress and completion, internal and external meetings, and quality control.
- Project Coordination - Overall project coordination necessary for the completion of the contract documents needed for the construction of the project. Including coordination with the City of Hollywood, the Florida Department of Transportation, SFRTA, Utility Agency Owners (UAOs), and Broward County.

Meetings include, Design Kickoff Meeting, Design Review Meetings, Utility coordination meeting, SFRTA meetings related to our project, and progress or coordination meetings with the City.

### **2.3 – National Environmental Policy Act (NEPA), services require for LAP project.**

NEPA Services will consist of:

- Categorical Exclusion (CE) Type I checklist. We will complete a copy of the CE checklist and provide any required memorandums, studies, and concurrence documentation. Agency coordination will be provided, based on FDOT guidance and standard operating procedures with each agency.
- Cultural Resources Assessment Survey (CRAS), in anticipation of consultation between the Florida Department of Transportation (FDOT), or its acting agent, and Florida State Historic Preservation Office (SHPO). In accordance with Stipulation VII: Standard Program Process, we will provide an abbreviated CRAS final report including archival research, field methodology, data collection, and mapping results.
- Natural Resources Assessment (including Bonneted Bat Roost Survey); and
- Level I Contamination Screening Evaluation (CSE) to assess for environmental concerns within or in the vicinity of the project corridor. All anticipated studies are based on preliminary project information and subject to approval from the District 4 Environmental Coordinator.
- All sub-tasks outlined in Task 2.3 are for base level investigations of those respective sub-tasks and the findings of these investigations may identify conditions that recommend further investigation. As the subsequent phases of investigation are unknown and outside this included scope of work, a supplemental scope of work / change order will be provided to detail the level of effort and fees associated with the proposed additional services. Reasonable requests from the Client or SHPO for additional information will be assessed at the time of the request and additional fees if determined necessary will be provided at that time. Likewise requests for additional information outside of this scope will be addressed in a change order to be negotiated at that time.

### **2.4 – SUE Services**

Subsurface Utility Engineering (SUE) Services will consist of:

- Designate and survey subsurface utilities within the survey area as requested by the Engineer.
- Vacuum Excavation Perform up to (52) Vac Excavation Verification Holes (VVH's). To verify vertically and horizontally utility locations.

### **2.5 – Structural Analysis and Calculation Services**

Structural Engineering Services will consist of:

- Initial on-site -visits to review the locations of the new light poles.
- Design of up to three different configurations of reinforced concrete spread footers to support the proposed light poles.
- Deliverable will consist of a structural foundation plan, associated details, and structural calculations. Plans and calculations will be signed and sealed by a Florida Professional Engineer.

### **Task 3.0 – Design Development, Plans Production, and Engineering Documentation**

#### **3.1 - 60% Design (Initial phase)**

Prepare 60% design plans for the proposed improvements for review and comment by the City of Hollywood and permitting agencies.

- Obtain and review available data for project area including topographic survey, as-builts, county GIS base maps, and other data for the site.
- Obtain existing utility maps for the area to incorporate into the survey base file.
- Request and receive Field/Desktop review (done by FDOT Environmental liaison).
- Prepare agenda and participate in a project kick-off meeting with the City of Hollywood and the FDOT LAP coordinator. Provide meeting minutes for such meetings.
- Prepare 60% design plans for Lighting, Temporary Traffic Control (MOT), and Signing and Pavement Marking improvements.

The following sheets are anticipated.

- Cover (Key Sheets)
  - General Notes Sheets
  - Project Layout Sheet
  - Project Control Sheets
  - Summary of Quantities Sheets (or) Estimated Quantity Report
  - Lighting Plan and Require Lighting Electrical Detail Sheets
  - Signing and Pavement Markings Plan Sheets
  - Temporary Traffic Control Plans (MOT)
  - Erosion and Sediment Control Plan
  - Utility Verification Sheets
- Conduct design analysis, require calculations, and prepare contract plans.
- Conduct lane closure analysis to determine closures/work hours' time.
- Prepare Engineer's Opinion of Probable Cost for 60% design. (Construction Cost Estimate)
- Upon completion the 60% plans shall be submitted to the City of Hollywood for review and comment.
- Any comments received will be addressed with the submittal of the 90% (Constructability) Plans.
- Permitting process will begin simultaneously after the 60% comments are received.
- Submit plans to FPL to obtain electrical service points.

#### **3.2 - 90% Design (Constructability Phase)**

Prepare design plans for the proposed improvements for review and comment by the City of Hollywood, FDOT and permitting agencies.

- Prepare 90% design plans for Lighting, Temporary Traffic Control (MOT), and SPM improvements. Update based on comments received.
- Complete utility coordination and receive agreements and no conflict letters.
- Prepare and complete NEPA process. Contamination Coordination, Type 1 Categorical Exclusion (CE) Checklist, Back up Memorandum (Agency's response to Dept.'s Request for Review Memo), Cultural Resource Assessment Survey (CRAS), Wildlife Survey, NDPES Permit – As needed.
- Prepare Engineer's Opinion of Probable Cost for complete design. (Construction Cost Estimate)
- Upon completion the 90% plans shall be submitted to the City of Hollywood for review and comment.
- Upon completion the 90% plans shall be submitted to the FDOT for review thru the ERC system and comments. (As require by FDOT District 4, this will be the only ERC Review for this project).
- Any comments received will be addressed with the submittal of the 100% Plans (Production).

- Complete/receive the ROW LAP Certification and the No Additional Right of Way Acquired forms/certifications, as required for this project.

### **3.3 - 100% Design (Production Phase)**

Prepare design plans for the proposed improvements for review and final comment by the City of Hollywood and permitting agencies.

- Prepare 100% design plans for the roadway/traffic improvements. Update based on comments received.
- Prepare and update complete sheets for the roadway, MOT, signal, SPM, and tree mitigation and disposition as necessary.
- Prepare Engineer's Opinion of Probable Cost for complete design. (Construction Cost Estimate)
- Upon completion the 100% plans shall be submitted to the City of Hollywood for review and comment.
- Any comments received will be addressed with the submittal of the Final Plans (Sign and Seal Plans)

### **3.4 Final Design – S&S (Issued to construction plans & bid documents)**

- Prepare and submit S&S Plans, Technical Specifications, and Engineering Opinion Construction Cost Estimate
- Submit all design documents, calculations, NEPA documentation, CADD files, certifications, and permits.
- Assist with preparing bidding documents for the City of Hollywood.

#### **3.4.1 – Bid Assistance**

- During the construction bid process the project manager and/or the Engineer of Record will provide the following services.
  - Attend the pre-bid meeting, answer questions regarding the Construction Plans or technical aspects of the bid documents during the bid process, and attend the pre-construction meeting (kickoff meeting). Respond to RFIs during the bid phase only.

### **Submittals & Documentation**

- One PDF copy of 60%, 90%, 100%, and S&S Construction Plans (at each submittal)
- Three sets of hard copies, signed and sealed final "Approved for Construction" Plans
- One PDF copy of S&S "Issued for Construction" Plans
- One CAD folder with all files of final "Issued for Construction" Plans (CAD Files)
- One ADMIN folder with all files of final "Issued for Construction" Plans, calculation, certifications, forms, permits, specifications, and any other project documentation necessary for construction.

### **Subconsultants**

The following Subconsultants will assist in the performance of the Services under the Agreement. (Add additional pages as needed).

<b>Subconsultant's Name</b>	<b>Specialty of Expertise</b>
Terracon	Geotechnical Engineering Services
Terracon	NEPA Services

### Schedule of Work – Time for Performance

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

Schedule of Deliverables				
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Duration (weeks)	Delivery (cumulative weeks)	PSEE Current Schedule
0.0	Notice to Proceed	1		TBD
1.1	Survey	12	NTP+12	-
1.2	Geotechnical Services	12 - (Starts after Task 1.1)	NPT+24	-
3.1, 2.1 & 2.4	60% Design (Initial Phase)	16 - (Starts after Task 1.1) Includes 2-week City Review	NTP+28	7/17/2023*
3.2, 2.1, 2.3 & 2.4, 2.5	90% Design (Constructability Phase)	14 - Includes 4-week FDOT Review + 2-week responses and resolutions)	NTP+42	12/8/2023*
3.3, 2.3	100% Design (Production Phase)	10 – Includes all documentation and receiving certifications	NTP+52	3/8/2024
3.4	Final Design – S&S Plans & IFC Bid Documents	4 – Final submittal & close out	NTP+56	4/1/2024
4.0	Bid Assistance	TBD	TBD	9/4/2024

\* Schedule will require adjustments since it is re-discovered upon NTP. Production date will remain as is in PSEE.

### Compensation

The Consultant will be paid based on an amount not to exceed. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. The fee may include an allowance for Reimbursable Expenses required in connection with the Work, in an amount not to exceed that stated in the table below. Reimbursable Expenses will be used and compensated for in accordance with the Agreement and must conform to the limitations of Florida Statutes § 112.061. The following is a summary of the method and amount of compensation to be paid for each Task or Activity.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1.1	Topographic Survey	\$60,080.83	fixed fee
1.2	Geotechnical Services (Terracon)	\$21,020.00	Lump sum
2.1	Utility Coordination	\$9,789.99	Lump sum
2.2	Project & Contract Management	\$23,576.29	Lump sum
2.3	NEPA Services (Terracon)	\$25,250.00	Lump sum
2.4	SUE Services	\$39,520.00	Lump sum
2.5	Structural Analysis, Calculations, and Plan Details	\$6,533.25	Lump sum
3.1	60% Design, Engineering Analysis and Calc.	\$33,448.46	Lump sum
3.2	90% Design, Engineering Analysis and Calc.	\$36,370.34	Lump sum
3.3	100% Design (Production)	\$24,268.11	Lump sum
3.4	Final S&S Plans & IFC & Bid Documents & Bid Assistance	\$19,066.73	Lump sum
	<b>Total Fee</b>	<b>\$298,924.00</b>	

### **Exclusions from Basic Services**

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

- City of Hollywood shall be responsible for permit and application fees as required.
- Post Design Services, such as RFIs plans revisions during construction.

### **City Furnished Documents & Data**

The following information or documents will be provided by City of Hollywood if required:

- As-built information including R/W Maps

### **Additional Services**

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

### **Project Management**

Consultant's Task Manager for this Project will be **Armando Aguiar, PE**

Submitted by:



Armando Aguiar, VP  
Marlin Engineering



City of Miramar

Consultant Fee Proposal Worksheet

Consultant Name: Marlin Engineering  
Contract No.: RFQ 4666-21-DCM  
Date: 1/30/2023  
Work Order No:

Project: Johson Street Corridor Lighting and Bike Sharrow Markings from east of N 35 Ave to N 30 Rd, and from east of N 21 Ave to west of N 14 Ave  
Project No.: 445518-1-52-1 Description: Corridor Lighting

Multiplier  
2.9712

STAFF CLASSIFICATION																			
Job Classification Assigned Staff Approved Rate	Project Manager 1 Armando Aguiar, PE Rate: \$235.71		Chief Engineer Rafael Lagos, PE Rate: \$237.70		Engineer 2 Yenny Soca, PE Rate: \$202.49		Engineer 2 Erick Cuervo, PE Rate: \$178.54		Engineer Intern Yanin Anton, EI Rate: \$125.98		Designer Julio Almeyda Rate: \$113.29		Sr Utility Coordinator Gaspar Padron Rate: \$154.50		Staff Hours By		Salary Cost By		Average Rate Per
Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task	Task	Task
1 TASK 1 - PRE-DESIGN SERVICES																			
2 See below, provided separated																			
3 TASK 2 - OTHER PROF. SERVICES																			
4 Task 2.1 Utility Coordination	4	\$943	4	\$951	4	\$810					8	\$906	40	\$6,180	60	\$9,789.99		\$163.17	
5 Task 2.2 Project Management																			
6 Monthly Progress Meetings	12	\$2,828			6	\$1,215									18	\$4,043.39		\$224.63	
7 City & FDOT Plans Review Meetings (3)	6	\$1,414			6	\$1,215									12	\$2,629.16			
9 Commission Update Meetings (1)	3	\$707			3	\$607									6	\$1,314.58		\$219.10	
10 Public Meeting (1) (includes collaterals)	8	\$1,886	2	\$475	12	\$2,430									22	\$4,790.88		\$217.77	
11 General Project PM Coordination & Contract Mangement	24	\$5,657	8	\$1,902	16	\$3,240									48	\$10,798.29		\$224.96	
12 Task 2.5 Structural Analysis and Calculations	2	\$471	2	\$475			20	\$3,571	16	\$2,016					40	\$6,533.25		\$163.33	
13 TASK 3: PLANS AND DOCUMENTS PRODUCTION																			
14 Task 3.1 – 60% Design Plans (Initial)	12	\$2,828	18	\$4,279	48	\$9,719			60	\$7,559	80	\$9,063			218	\$33,448.46		\$153.43	
15 Task 3.2 – 90% Design Plans (Constructability)	16	\$3,771	24	\$5,705	48	\$9,719			50	\$6,299	96	\$10,876			234	\$36,370.34		\$155.43	
16 Task 3.3 – 100% Design Plans (Production)	12	\$2,828	16	\$3,803	32	\$6,480			40	\$5,039	54	\$6,118			154	\$24,268.11		\$157.59	
17 Task 3.4 – Final S&S & Bid Documents & Bid Assistance	8	\$1,886	16	\$3,803	16	\$3,240	6	\$1,071	36	\$4,535	40	\$4,532			122	\$19,066.73		\$156.28	
18																			
19																			
20																			
21																			
22																			
23																			
24																			
25																			
26																			
27																			
Total Staff Hours	107		90		191		26		202		278		40		934				
Total Staff Cost		\$25,220.47		\$21,392.64		\$38,675.07		\$4,642.02		\$25,447.73		\$31,495.14		\$6,180.10		\$153,053.17		\$163.87	

Total % of Work by Position

4.3%

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

Estimate of Principal's Fee

Total hours / hour = \$ -

Notes:

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

1 - SUBTOTAL ESTIMATED FEE:

Task 1.1 Survey Topographic (MARLIN)

Task 2.4 SUE Services (MARLIN)

Task 1.2 Subconsultant: Geotechnical Servc. (Terracon)

Task 2.4 Subconsultant: NEPA Servc. (Terracon)

2 - SUBTOTAL ESTIMATED FEE:

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)

Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

\$153,053.17
\$60,080.83
\$39,520.00
\$21,020.00
\$ 25,250.00
\$298,924.00
\$298,924.00
\$298,924.00

**Topographic Survey**  
**MARLIN ENGINEERING**

Description	Chief Surveyor	SUR Survey/GIS/S UE Analyst 3	SUR Survey/GIS/S UE Analyst 2	3-Man Survey Crew	Total
1.5 Miles- Johnson Street Lighting	\$192.83	\$99.98	\$83.19	\$173.82	
Research & Calculate right of way for area to be surveyed		32			\$3,199.42
PNC Sheets	2	8			\$1,185.52
Recon, tie-in existing property corners & office review				32	\$5,562.24
Bench Run & office review <b>(Datum to be used is NGVD 1929)</b>		28		32	\$8,361.73
Locate existing, above ground improvements, obtain topographic data from r/w to r/w, locate above ground, visible utilities		84		192	\$41,771.92
					\$0.00
					\$0.00
<b>Total</b>	<b>2</b>	<b>152</b>	<b>0</b>	<b>256</b>	<b>\$60,080.83</b>

Marlin Engineering Inc.				
SUE - Services for City of Hollywood				
Johnson Street - Corridor Lighting Design Project				
SUE RATES - Includes Field Work and Office Hours				
TEST HOLES	52	\$ 760.00	Per Hole	\$ 39,520.00
Total =				\$ 39,520.00



5371 NW 33<sup>rd</sup> Avenue, Suite 201  
Fort Lauderdale, FL 33309  
P 954-741-8282  
F 954-741-8240  
[Terracon.com](http://Terracon.com)

January 24, 2023

Marlin Engineering, Inc.  
3363 W Commercial Blvd. Suite 115  
Fort Lauderdale, FL 33309

Attn: Mr. Armando Aguiar  
P: (954) 870-5070  
E: [aaguiar@marlinengineering.com](mailto:aaguiar@marlinengineering.com)

RE: Proposal for Geotechnical Engineering Services  
Johnson Street Corridor Lighting  
From 35th Ave to 30th Road and US1 to 14th Ave  
Hollywood, FL  
Terracon Proposal No. P34235004

Dear Mr. Aguiar:

We appreciate the opportunity to submit this proposal to Marlin Engineering, Inc. (Marlin) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Our fee to perform the Scope of Services described in this proposal is \$21,020 including Maintenance of Traffic (MOT) with an anticipated delivery date of 25 working days after signed authorization. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Terracon

A handwritten signature in blue ink, appearing to read "Rutu Nulkar", with a horizontal line underneath.

Rutu Nulkar, P.E.  
Senior Engineer

A handwritten signature in blue ink, appearing to read "Hugo E. Soto", with a horizontal line underneath.

Hugo E. Soto, P.E.  
Principal

## AGREEMENT FOR SERVICES

This AGREEMENT is between MARLIN Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Johnson Street Corridor Lighting project ("Project"), as described in Consultant's Proposal dated 01/24/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

**PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.**

Consultant: Terracon Consultants, Inc.

By:  Date: 1/24/2023

Name/Title: Hugo E Soto / Office Manager I

Address: 5371 NW 33rd Ave, Ste 201  
Ft Lauderdale, FL 33309-6346

Phone: (954) 741-8282 Fax: (954) 741-8240

Email: Hugo.Soto@terracon.com

Client: MARLIN Engineering, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Armando Aguiar /

Address: 3363 West Commercial Blvd. Suite 115  
Fort Lauderdale, FL 33309

Phone: (954) 870-5070 Fax: \_\_\_\_\_

Email: aaguiar@marlinengineering.com

## Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Marlin and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Marlin and/or the design team verify all information prior to our initiation of field exploration activities.

### Planned Construction

Item	Description
Information Provided	The project information was provided to us via email dated January 23, 2023.
Project Description	The project includes design of Johnson Street corridor lighting from 35 <sup>th</sup> Avenue to 30 <sup>th</sup> Road and US1 to 14 <sup>th</sup> Avenue in Hollywood, Florida
Proposed Structure	Proposed Light Poles along existing roadway

### Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along Johnson Street From 35th Ave to 30th Road and US1 to 14th Ave in Hollywood, FL. (See Exhibit D)
Existing Improvements	The project site is currently an existing roadway (35 <sup>th</sup> Ave to 30 <sup>th</sup> Road - one lane in each direction along with one center turning lane and US1 to 14 <sup>th</sup> Ave – one lane in each direction)
Current Ground Cover	Asphalt paved parking area
Existing Topography	The site is relatively flat
Site Access	Based on the google earth views of the site, all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.





## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

Based on input provided by Marlin, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program. We have assumed that any permits required to perform borings within the project area will be provided to Terracon by others.

Terracon proposes the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet)	Planned Location
8	15	Proposed Lighting supported on shallow foundations

- 1. Maintenance of Traffic (MOT) will be required to perform the borings.
- 2. A permit for the MOT will be required to be obtained from City of Hollywood

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of  $\pm 10$  feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs,



prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

We will backfill borings grout borings upon completion of field work. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Terracon will not be responsible for damage to private utilities not disclosed to us.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

## Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Grain size analysis (-200 sieve only)
- Organic content

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

### Geotechnical Report

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. Upon completion of borings for the field exploration study, a report will be provided.

The geotechnical report will include:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Geotechnical soil parameters for the light pole foundation including soil classification, soil friction angle, soil unit weight
- Soil bearing capacity

We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we will provide a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services.

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

## Exhibit C – Compensation and Project Schedule

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee <sup>2</sup>
Subsurface Exploration <sup>1</sup> , Laboratory Testing, Geotechnical Consulting and Reporting	\$ 21,020

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,250 would be invoiced. A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Additional Services	Lump Sum Fee
Plans and Specifications Review	TBD
Construction Material Testing Services	TBD

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations.

Proposal for Geotechnical Engineering Services  
Johnson Street Corridor Lighting | Hollywood, FL  
January 24, 2023 | Terracon Proposal No. P34235004



In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule <sup>1</sup>
Mark Borings and Clearing Underground Utilities	6 days after notice to proceed
Field Services and Site Characterization	15 days
Geotechnical Engineering	25 days
Total Working Days after signing Agreement	25 days

1. Standard workdays. We will maintain an activities calendar. The schedule will be updated to maintain a current awareness of our plans for delivery.



## SITE LOCATION

Johnson Street Corridor Lighting ■ Hollywood, FL  
January 25, 2023 ■ Terracon Project No. P34235004

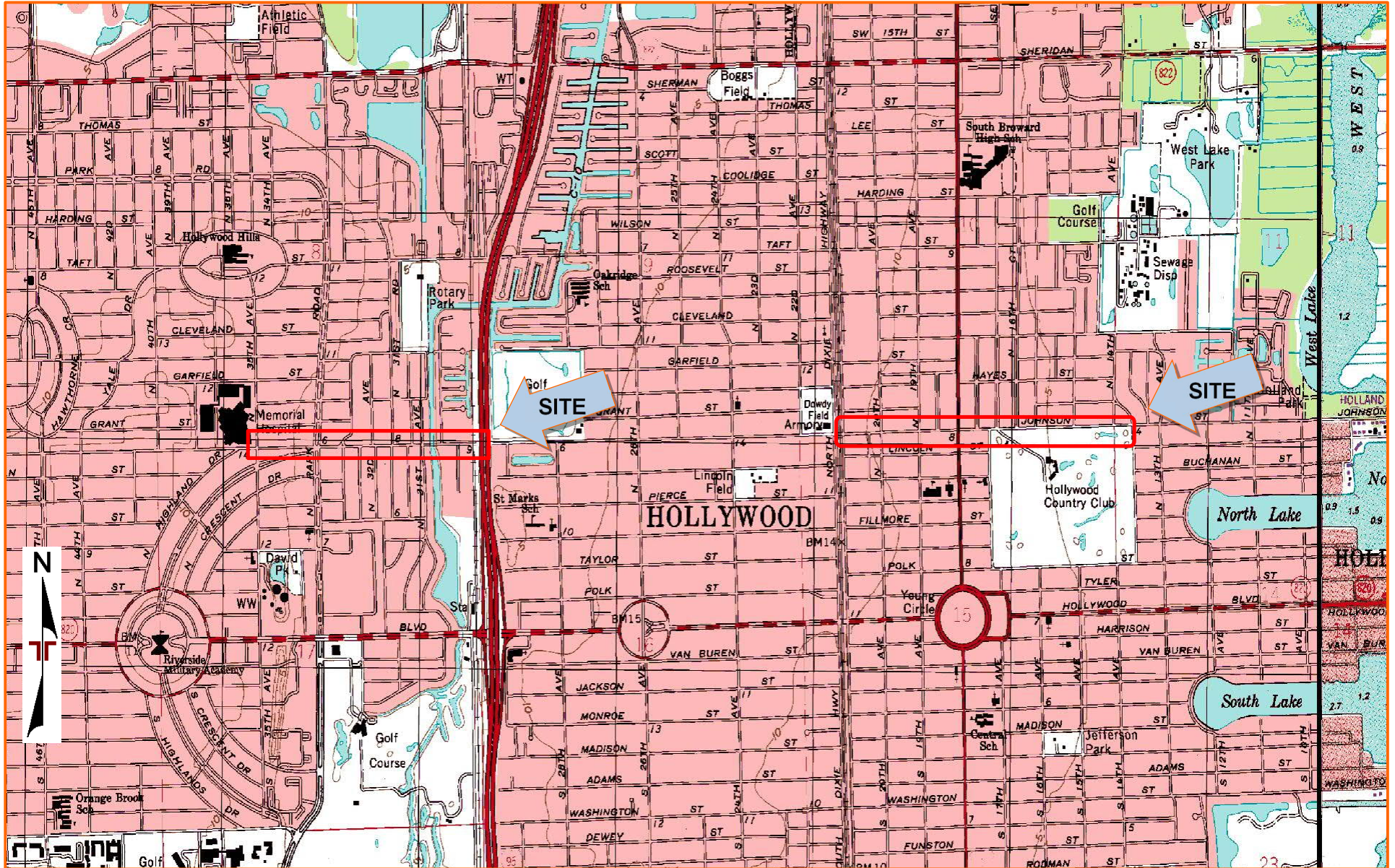


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT  
INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY  
QUADRANGLES INCLUDE: FORT LAUDERDALE SOUTH, FL (1/1/1994).

**COST/FEE BREAKDOWN**  
**Johnson Street Corridor Lighting**  
**From 35th Avenue to 30th Road and US1 to 14th Avenue**  
**Hollywood, FL**

24-Jan-23

<u>DESCRIPTION</u>	<u>UNIT</u>	<u># OF UNITS</u>	<u>UNIT RATE</u>	<u>TOTAL</u>
<b>I. Field Exploration</b>				
A. Mobilization of Truck Mounted Drill Rig	Each	1.0	\$500.00	\$500.00
B. Boring Standard Penetration				
0 to 50 feet - 8 borings to 15 feet	Per foot	120.0	\$18.00	\$2,160.00
C. Casing (0 to 50 feet) - 8 borings to 15 feet	Per foot	120.0	\$7.00	\$840.00
D. Grout Boreholes	Per foot	120.0	\$5.00	\$600.00
<b>Subtotal</b>				<b>\$4,100.00</b>
<b>II. Laboratory Testing</b>				
Moisture Content	Per test	8	\$15.00	\$120.00
Organic Content	Per test	4	\$57.50	\$230.00
Grain Size per AASHTO T-27	Per test	4	\$75.00	\$300.00
Material Finer than 200 Sieve	Per test	4	\$55.00	\$220.00
<b>Subtotal</b>				<b>\$870.00</b>
<b>III. Geotechnical Engineering Services</b>				
Senior Engineer	Per Hour	10.0	\$250.00	\$2,500.00
Professional Engineer	Per Hour	40.0	\$160.00	\$6,400.00
Engineering Technician (layout and utility clearance)	Per Hour	8.0	\$110.00	\$880.00
CADD Operator	Per Hour	5.0	\$80.00	\$400.00
Clerical/Administrative	Per Hour	4.0	\$67.50	\$270.00
<b>Subtotal</b>				<b>\$10,450.00</b>
<b>IV. Maintenance of traffic (MOT)</b>				
MOT Plan	Lump sum	1.0	\$600.00	\$600.00
Maintenance of Traffic	Per Day	2.0	\$2,500.00	\$5,000.00
<b>Subtotal</b>				<b>\$5,600.00</b>
<b>TOTAL GEOTECHNICAL ENGINEERING FEES</b>				<b>\$21,020.00</b>

**Scope of Services**

1. Perform Standard Penetration Borings as per attached scope document

a. Perform eight (8) borings to 15 feet for proposed lighting

2. MOT setup will be required for 2 days is our assumption

3. Perform laboratory testing

4. Provide geotechnical reports for proposed lighting

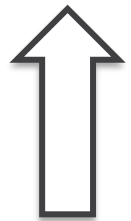
5. Cost of the permit with the City of Hollywood is not included in the cost



## Appendix - 1



Johnson Street  
From 35<sup>th</sup> Avenue to 30<sup>th</sup> Rd  
3050 LF  
Street Lighting and Sharrow Bike Lane



North

### LOCATION MAP

FM#445518-1-58-01  
JOHNSON STREET  
From North 35<sup>th</sup> Avenue to North 14<sup>th</sup> Avenue

### EXHIBIT-1

PAGE 1 OF 4  
CITY OF HOLLYWOOD  
JANUARY 9, 2023



## Appendix - 1



Johnson Street  
SFRTA ROW  
100 LF  
Pedestrian Railroad Crossing



### LOCATION MAP

FM#445518-1-58-01

JOHNSON STREET

From North 35<sup>th</sup> Avenue to North 14<sup>th</sup> Avenue

### EXHIBIT-1

PAGE 2 OF 4

CITY OF HOLLYWOOD

JANUARY 9, 2023



## Appendix - 1



Johnson Street  
From North 21<sup>st</sup> Avenue to Federal Highway  
1900 LF  
Sharrow Bike Lane



### LOCATION MAP

FM#445518-1-58-01

JOHNSON STREET

From North 35<sup>th</sup> Avenue to North 14<sup>th</sup> Avenue

### EXHIBIT-1

PAGE 3 OF 4

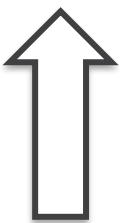
CITY OF HOLLYWOOD

JANUARY 9, 2023





Johnson Street  
From Federal Highway to North 14<sup>th</sup> Avenue  
2900 LF  
Street Lighting and Sharrow Bike Lane



North

## LOCATION MAP

FM#445518-1-58-01

JOHNSON STREET

From North 35<sup>th</sup> Avenue to North 14<sup>th</sup> Avenue

## EXHIBIT-1

PAGE 4 OF 4

CITY OF HOLLYWOOD

JANUARY 9, 2023



**DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT**

2207 Raleigh Street  
Hollywood, FL 33020  
Phone (954) 921-3410 Fax (954) 921-3405

**CONSULTANT'S AUTHORIZATION TO PROCEED**

<b>To:</b>	<b>Marlin Engineering, Inc</b>	<b>Date:</b>	11/5/2024
<b>Facility Name:</b>	Johnson Street	<b>Project No.:</b>	FM-4455181
<b>Project Name:</b>	Johnson St-from N.35 <sup>th</sup> to N.30 <sup>th</sup> Rd and N 21 to N 14 Ave an FDOT LAP project	<b>ATP Sequence Number:</b>	2
<b>Resolution No.</b>			<b>R2023-069</b>
<b>You are hereby authorized to proceed with the following services:</b>			
<input type="checkbox"/>	<b>Basic Services:</b>		
<input checked="" type="checkbox"/>	<b>Additional Services</b>	SFRTA railway crossing roadway 45% design	

Payment for these services shall be: ☐ Lump Sum ☒ See attached proposal dated: **November 5, 2024**

**AUTHORIZED DESIGN VALUE**

**CONSULTANT'S ESTIMATED COST**

<b>Construction Budget:</b>		<b>\$</b>
<b>Scope Increase:</b>		
<b>Total Construction Budget:</b>		

**BASIC SERVICES**

**ADDITIONAL SERVICES**

**TOTAL**

<b>Total Estimated Fees:</b>	<b>\$</b>	<b>298,924.00</b>	<b>\$</b>	<b>26,067.26</b>	<b>\$</b>	<b>324,991.266</b>
<b>Fee Authorized Through This ATP</b>	<b>\$</b>	<b>298,924.00</b>	<b>\$</b>	<b>26,067.26</b>	<b>\$</b>	<b>324,991.26</b>
<b>Less Fee Previously Authorized</b>	<b>\$</b>	<b>298,924.00</b>	<b>\$</b>	<b>0</b>	<b>\$</b>	<b>298,924.00</b>
<b>Fee Authorized This ATP: (Not to Exceed)</b>	<b>\$</b>	<b>0</b>	<b>\$</b>	<b>26,067.26</b>	<b>\$</b>	<b>26,067.26</b>

**APPROVED AS TO FORM:**

**Submitted:**

**Name:**

DocuSigned by:  
Nicole Heran  
A526C6A92CE2429...

**Nicole Heran, Deputy Director**  
**Department of Design & Construction Management**

**Recommended:**

DocuSigned by:  
Jose Cortes  
C009F87040BD40B...

**Jose Cortes, Director**  
**Department of Design & Construction Management**

**Approved:**

DocuSigned by:  
Stephanie Tinsley  
A5200B173E98424...

**Stephanie Tinsley**  
**Director of Financial Services**

**Approved:**

DocuSigned by:  
George R. Keller, Jr.  
B825D00536A7405...

**11/25/2024**  
**George R. Keller, Jr., City Manager**

**Accepted:**

**Armando J. Aguiar, PE, VP,**  
**Marlin Engineering Inc., 11/05/2024**

**Consultant**

**Note to Consultant:** Please Sign All Originals and Return to the Department of Design & Construction Management

**Account No.** 117.179901.54900.563010.001464.000.000, and 334.149901.54100.563010.000087.000.000



**MARLIN Engineering, Inc.**  
3363 W. Commercial Blvd., Suite 115  
Fort Lauderdale, FL 33309

## **Consultant Project Proposal**

November 5, 2024

Luis Lopez, PE  
Engineering Support Services Manager  
City of Hollywood  
Design and Construction Management  
2207 Raleigh Street  
Hollywood, FL 33022

**Re: Engineering Services – Johnson Street Corridor 45% Analysis and Design at Rail Road Crossing.**

Dear Mr. Lopez:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Professional Services Agreement provided by the City of Hollywood for Professional Engineering Continuing Services Civil Engineering Roadway (RFQ 4666-21-DCM).

### **I. General**

The project consists of the re-construction of a roadway segment (approximately 800 ft) along Johnson Street, Hollywood, from approximately 250 ft west of the existing CSX rail road crossing to N 29<sup>th</sup> Ave. The intent is to convert the existing segment typical section from two lanes-two way to a three-lane configuration consisting of two travel lanes one each direction and one center lane two-way-left-turn lane (TWLTL).

### **II. Project Location**

Johnson Street, Hollywood, from approximately 250 ft west of the existing CSX rail road crossing to N 29th Ave.

### **III. Scope of Work**

The scope of work outlines the effort required for the production of the construction plans, up to 45% production only, which will be in accordance with AASHTO "Green Book", Manual on Uniform Traffic Control Devices (MUTCD), Florida Intersection Design Guide, Broward County Minimum Standards Exhibit 25A, FDOT Design Manual, FDOT Florida Greenbook, FDOT Standard Specifications for Road and Bridge Construction, and FDOT Design Standards.

#### **Task 1.0 – Require Professional Services**

##### **1.1 - Utility Coordination**

- Coordinate with utility owners for facilities within project limits.
- One electronic PDF copy of the survey and a letter will be forwarded to each Utility Agency Owner (UAO) known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redline survey, identifying the horizontal location of their facilities. This information will be incorporated into the design upon receipt from the utility companies. Then plans will be sent back to the UAOs at 30%

submittal to request a secondary review. Each UAO will need to verify their location and update with any new installation since the first review as well as provide available as-builts.

## **1.2 – Project Management**

Project Management Services will consist of:

- Contract Management – Management of the design project budget, project schedule, project progress and completion, internal and external meetings, and quality control.
- Project Coordination - Overall project coordination necessary for the completion of the contract documents needed for the 45% completion the design phase. Including coordination with the City of Hollywood, the Florida Department of Transportation, SFRTA/CXS, Utility Agency Owners (UAOs), and Broward County. Meetings include, Design Kickoff Meeting, Design Review Meetings, Utility coordination meeting, SFRTA/CSX meetings related to our project, and progress or coordination meetings with the City on a bi-weekly basis.

## **Task 2.0 – Design Development, Plans Production, and Engineering Documentation**

### **2.1 - 30% Design (Initial Concept Plans)**

Prepare 30% design plans for the proposed improvements for review and comment by the City of Hollywood and for initial coordination with FDOT and SFRTA/CSX.

- Obtain and review available data for project area including topographic survey, as-builts, county GIS base maps, and other data for the site.
- Obtain existing utility maps for the area to incorporate into the survey base file.
- Prepare 30% design plans for Roadway, Drainage, Miscellaneous Structures, and Signing and Pavement Marking improvements.

The following sheets are anticipated.

- Cover (Key Sheets)
- General Notes Sheets
- Summary of Quantities Sheet
- Typical Section Sheet
- Roadway Plan Sheets
- Drainage Plans Sheets (No drainage cross sections)
- Signing and Pavement Markings Plan Sheets
- Miscellaneous Structural Detail Sheet
- Conduct design analysis, require calculations, and prepare contract plans.
- Prepare Engineer's Opinion of Probable Cost for 30% design. (Construction Cost Estimate)
- Upon completion the 30% plans shall be submitted to the City of Hollywood for review and comment.
- Any comments received will be addressed with the submittal of the 45% Plans.
- Agencies and Utility coordination process will occur simultaneously after the 30% comments are received.

### **2.2 - 45% Design (Concept Final Plans)**

Prepare design plans for the proposed improvements for review and comment by the City of Hollywood, FDOT and other involving agencies.

- Prepare 45% design plans for Roadway, Drainage, Miscellaneous Structures, and Signing and Pavement Marking improvements. Update based on comments received at 30%.



- Complete utility coordination up to 45%, with potential conflicts identified and a Utility Conflict Matrix prepared.
- Prepare Engineer's Opinion of Probable Cost for 45% complete design. (Construction Cost Estimate)
- Upon completion the 45% plans shall be submitted to the City of Hollywood for review and comment.
- Upon completion the 45% plans shall be submitted to the FDOT and SFRTA/CXS for coordination.
- Any comments received will be addressed with the re-submittal of the 45% final plans and documents.

### 2.3 45% Design (Concept Final Plans)

Re-submit based on final comments received.

### Submittals & Documentation

- One PDF copy of 30% and 45% Construction Plans
- One CAD folder with all files of final "Issued for Construction" Plans (CAD Files)
- One ADMIN folder with all files Plans, calculation, certifications, forms, and any other project documentation completed up to the 45%.

### Subconsultants

The following Subconsultants will assist in the performance of the Services under the Agreement. (Add additional pages as needed).

Subconsultant's Name	Specialty of Expertise
N/A	N/A
Enter Name	Enter Specialty

### Schedule of Work – Time for Performance

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

Schedule of Deliverables				
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Duration (weeks)	Delivery (cumulative weeks)	Schedule
0.0	Notice to Proceed	1		11/18/2024*
0.0	Survey	0 - Provided		-
0.0	Geotechnical Services	0 - Excluded		-
1.1	Utility Coordination	14 – Continues to 45% submittal	NTP+14	-
2.1	30% Design (Initial Concept Plans)	6 - (Starts after Task 1.1) Includes 2-week City Review	NTP+6	12/30/2024*
2.2	45% Design (Concept Final Plans)	8 - Includes 2-week City Review	NTP+14	3/03/2025*
2.3	45% Design (Re-Submit)	2 – Includes all documentation and receiving certifications	NTP+16	03/21/2025*

\* Schedule will require adjustments since it is re-discovered upon NTP.

## Compensation

The Consultant will be paid based on an amount not to exceed. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. The fee may include an allowance for Reimbursable Expenses required in connection with the Work, in an amount not to exceed that stated in the table below. Reimbursable Expenses will be used and compensated for in accordance with the Agreement and must conform to the limitations of Florida Statutes § 112.061. The following is a summary of the method and amount of compensation to be paid for each Task or Activity.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1.1	Utility Coordination	\$1,591.79	Lump sum
1.2	Project Management	\$2,361.03	Lump sum
2.1	30% Design (Initial Concept Plans)	\$12,551.06	Lump sum
2.2	45% Design (Concept Final Plans)	\$8,433.04	Lump sum
2.3	45% Design (Re-Submittal)	\$1,130.33	Lump sum
	<b>Total Fee</b>	<b>\$26,067.26</b>	

### Exclusions from Basic Services

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

- City of Hollywood shall be responsible for permit and application fees as required.
- City of Hollywood will lead the coordination and agreements with SFRTA/CSX, Marlin will facilitate any documents and provide any necessary support to the City for this coordination effort.
- Survey (has been provided by the City)
- Drainage permitting (drainage concept design is included but not permitting or surface water applications)
- Geotech not included (we will use any existing information if available for concept design).
- Post Design Services, such as RFIs plans revisions during construction.
- No Signed and Seal plans, since project will only reach 45%.

### City Furnished Documents & Data

The following information or documents will be provided by City of Hollywood if required:

- As-built information including R/W Maps
- Survey (has been provided)

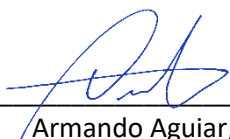
### Additional Services

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

## Project Management

Consultant's Task Manager for this Project will be **Jolie Cervera, PE**

Submitted by:



Armando Aguiar, VP  
Marlin Engineering



City of Miramar

Consultant Fee Proposal Worksheet

Consultant Name: Marlin Engineering  
Contract No.: RFQ 4666-21-DCM  
Date: 11/05/2024

Project: Johson Street Corridor - Rail Road Crossing Concept up to 45% Plans.

Project No.: Description:

Work Order No: Multiplier

STAFF CLASSIFICATION																	2.9712
Job Classification Assigned Staff Approved Rate	Project Manager 1 Armando Aguiar, PE Rate: \$235.71		Chief Engineer Rafael Lagos, PE Rate: \$237.70		Engineer 2 Yenny Soca, PE Rate: \$202.49		Engineer 2 Erick Cuervo, PE Rate: \$178.54		Engineer Intern Yanin Anton, EI Rate: \$125.98		Designer Julio Almeyda Rate: \$113.29		Sr Utility Coordinator Gaspar Padron Rate: \$154.50		Staff Hours	Salary	Average
Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	By  Task	Cost By  Task	Rate Per  Task
1 TASK 1																	
2 Task 1.1 Utility Coordination	1	\$236			1	\$202					2	\$227	6	\$927	10	\$1,591.79	\$159.18
3 Task 1.2 Project Management	8	\$1,886	2	\$475											10	\$2,361.03	\$236.10
4																	
5 TASK 2: PLANS AND DOCUMENTS PRODUCTION																	
6 Task 2.1 - 30% Design (Initial Concept Plans)	4	\$943	4	\$951	12	\$2,430	8	\$1,428	18	\$2,268	40	\$4,532			86	\$12,551.06	\$145.94
7 Task 2.2 - 45% Design (Concept Final Plans)	4	\$943	4	\$951	8	\$1,620	4	\$714	10	\$1,260	26	\$2,946			56	\$8,433.04	
9 Task 2.2 - 45% Design (Re-Submittal)	1	\$236	1	\$238	2	\$405			2	\$252					6	\$1,130.33	\$188.39
10																	
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Total Staff Hours	18		11		23		12		30		68		6		168		
Total Staff Cost		\$4,242.70		\$2,614.66		\$4,657.21		\$2,142.47		\$3,779.37		\$7,703.85		\$927.01		\$26,067.26	\$155.16

Total % of Work by Position

3.6%

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

1 - SUBTOTAL ESTIMATED FEE:

\$26,067.26

Estimate of Principal's Fee

Total hours

/ hour = \$ -

Subconsultant:

Subconsultant:

2 - SUBTOTAL ESTIMATED FEE:

\$26,067.26

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)

Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

\$26,067.26

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden

3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.

4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.