

OFFICE OF THE MAYOR
Lynn Stoner, Mayor

**PLANNING, ZONING &
ECONOMIC DEVELOPMENT**
Dan Holmes, AICP, Director



CITY COUNCIL
Denise Horland, *President*
Erik Anderson, *President Pro Tem*
Jennifer Andreu
Tim Fadgen
Nick Sortal

PLANTATION MIDTOWN DEVELOPMENT DISTRICT ADVISORY BOARD MEETING

Via Zoom (see info below)
Tuesday, April 20, 2021
11:00 AM

AGENDA

- | | |
|---|-------------------------|
| 1) Call to Order/ Appointment of Vice-Chair | Barry Lethbridge, Chair |
| 2) Introductions | Barry Lethbridge, Chair |
| 3) Approval of June 23, 2020 Joint Workshop Minutes
<i>See attached, requires Board approval</i> | Barry Lethbridge, Chair |
| 4) Midtown Financial Report – March 2021
Questions/concerns regarding upcoming budget | Jason Nunemaker |
| 5) Midtown Shuttle update | Jason Nunemaker |
| 6) PD&E Study Discussion | Mayor Stoner |
| 7) Adjournment | |

Next Meeting: Thursday, May 20, 2021

Zoom meeting information:

City of Plantation is inviting you to a scheduled Zoom meeting.

Topic: Midtown Advisory Board

Time: Apr 20, 2021

11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82323708473?pwd=VitDTVdiSzRCSiFzMzNBUUJldHdLdz09>

Meeting ID: 823 2370 8473

Passcode: 382525

Minutes of the Special Joint Workshop Meeting of the
Plantation Gateway Advisory Board and
Plantation Midtown Advisory Board
City of Plantation, Florida,
June 23, 2020

Members Present:

Jeff Burley, Vice Chair
Grant Einhorn
Natasha De Wet
Mike Hooley, Jr., Chair

Richard Cabrera
Owen Duke
Barry Lethbridge, Chair

Members Absent:

Kenneth Anson
Dean Bromante
Kevin Bingham

John Auerbach
Jim Inklebarger
Barbara Simmons

Also Present:

Dan Holmes, Director of Planning, Zoning & Economic
Development – Landscape
Evan Fancher, Redevelopment Administrator
Mayor Lynn Stoner
Councilmember Denise Horland
Councilmember Nick Sortal

The meeting was called to order by Mike Hooley, Jr., Chair.

Minutes of the February 13, 2020 Plantation Gateway Advisory Board meeting were approved as presented.

Minutes of the November 14, 2019 Plantation Midtown Advisory Board meeting were approved as presented.

* * * * *

- Discussion pertaining to the business client in Plantation moderated by Mayor Lynn Stoner

Mayor Stoner opened discussion regarding how businesses are coping during the pandemic.

Each Board member provided a brief update regarding changes and how they are continuing business operations.

* * * * *

Meeting adjourned at 1:21 p.m.

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing document was received by the office of the City Clerk and entered into the Public Record this _____ day of _____, 2020.

Susan Slattery, City Clerk

DRAFT

CITY OF PLANTATION, FLORIDA
Plantation Midtown Development District Fund
As of March 31, 2021

Account and Description	Amount
ASSETS:	
Cash/Equity in Pooled Investments:	
109-0000-104-0001 Equity in Pooled Cash and Investments	5,516,369.19
Total Cash/Equity in Pooled Investments	<u>5,516,369.19</u>
TOTAL ASSETS	<u>5,516,369.19</u>
LIABILITIES AND FUND EQUITY:	
Advances From Other Funds:	
109-0000-236-9001 Advance from-General Fund	876,930.00
Total Advances From Other Funds	<u>876,930.00</u>
TOTAL LIABILITIES	<u>876,930.00</u>
FUND EQUITY:	
Fund Equity/Other Credits:	
109-0000-280-0002 Fund Balance - Non-Spendable Prepays	1,850.00
109-0000-281-0004 Fund Balance-Restricted for Economic Development	3,374,171.36
Total Fund Equity/Other Credits	<u>3,376,021.36</u>
Current Year Additions/Deletions	1,263,417.83
TOTAL FUND EQUITY	<u>4,639,439.19</u>
TOTAL LIABILITIES AND FUND EQUITY	<u>5,516,369.19</u>

CITY OF PLANTATION
Plantation Midtown Development District Fund
As of March 31, 2021

Account and Description	Prior YTD	Adopted Budget	Amendments	Amended Budget	Month-to-Date	Year-to-Date	Actual to Amended Budget	Percent Used
Ad Valorem taxes:								
109-0000-311-0001 Taxes-Ad Valorem-Current	1,360,003.54	1,449,714.00		1,449,714.00	9,566.94	1,347,561.35	(102,152.65)	92.95%
109-0000-311-0002 Taxes-Ad Valorem-Delinquent	3,578.95	1,000.00		1,000.00		(8,662.21)	(9,662.21)	-866.22%
Total Ad Valorem taxes	1,363,582.49	1,450,714.00	-	1,450,714.00	9,566.94	1,338,899.14	(111,814.86)	92.29%
Miscellaneous Revenue:								
109-0000-361-1004 Misc revenue-Interest/penalties on Ad Valorem Taxes	671.67	350.00		350.00		15.83	(334.17)	4.52%
109-0000-361-9999 Misc revenue-Interest and other earnings-Allocated	56,926.48	25,000.00		25,000.00	17,494.68	32,427.51	7,427.51	129.71%
109-0000-369-9900 Misc-Other misc earnings-Allocated	85.97	800.00		800.00		3.51	(796.49)	0.44%
Total Miscellaneous Revenue	57,684.12	26,150.00	-	26,150.00	17,494.68	32,446.85	6,296.85	124.08%
Total Revenue	1,421,266.61	1,476,864.00	-	1,476,864.00	27,061.62	1,371,345.99	(105,518.01)	92.86%

CITY OF PLANTATION
Plantation Midtown Development District Fund
As of March 31, 2021

Account and Description	Prior YTD	Adopted Budget	Amendments	Amended Budget	Month-to-Date	Year-to-Date	Actual to Amended Budget	Percent Used
Services:								
109-0000-552-3102 Consultants	180.00	25,000.00		25,000.00			(25,000.00)	0.00%
109-0000-552-3199 Legal	1,222.22	3,000.00		3,000.00	1,123.92	67.50	(2,932.50)	2.25%
109-0000-552-3401 Bank service fees		3,200.00		3,200.00		1,460.98	(1,739.02)	45.66%
109-0000-552-4101 Postage/shipping charges		1,400.00		1,400.00			(1,400.00)	0.00%
109-0000-552-4301 Electricity	7,383.81	22,000.00		22,000.00	2,622.39	7,721.55	(14,278.45)	35.10%
109-0000-552-4303 Water/wastewater	2,991.87	15,000.00		15,000.00	194.92	2,175.14	(12,824.86)	14.50%
109-0000-552-4604 R/M-Grounds	140.26	10,000.00		10,000.00	217.51	217.51	(9,782.49)	2.18%
109-0000-552-4605 R/M-Structures	479.40	2,000.00		2,000.00			(2,000.00)	0.00%
109-0000-552-4606 R/M-Maintenance contract	35,745.00	75,000.00		75,000.00	11,915.00	23,830.00	(51,170.00)	31.77%
109-0000-552-4701 Printing and binding		5,000.00		5,000.00			(5,000.00)	0.00%
109-0000-552-4803 Advertising	1,850.00	2,000.00		2,000.00		1,850.00	(150.00)	92.50%
109-0000-552-4806 Promotional materials/services		1,500.00		1,500.00			(1,500.00)	0.00%
109-0000-552-4911 Special District fees	1,755.00	1,775.00		1,775.00		1,759.00	(16.00)	99.10%
109-0000-552-4920 Allocated operating costs	24,999.98	50,000.00		50,000.00	4,166.67	24,999.98	(25,000.02)	50.00%
Total Services	76,747.54	216,875.00	-	216,875.00	20,240.41	64,081.66	(152,793.34)	29.55%
Debt Service:								
109-0000-552-7201 Interest Expenditure	54,808.00	43,847.00		43,847.00		43,846.50	(0.50)	100.00%
Total Debt Service	54,808.00	43,847.00	-	43,847.00	-	43,846.50	(0.50)	100.00%
Non-Operating:								
109-0000-581-9101 Other Uses-Interfund Transfers-Out-General fund		219,230.00		219,230.00			(219,230.00)	0.00%
109-0000-581-9137 Other Uses-Interfund Transfers-Out-Plantation Midt		996,912.00		996,912.00			(996,912.00)	0.00%
Total Non-Operating	-	1,216,142.00	-	1,216,142.00	-	-	(1,216,142.00)	0.00%
Total Expenditures	131,555.54	1,476,864.00	-	1,476,864.00	20,240.41	107,928.16	(1,368,935.84)	7.31%

**Agreement
By and Between**

**CITY OF PLANTATION
&
MARLIN ENGINEERING, INC.**

for

**Plantation Midtown Bridge Improvement - PD&E Study and Design Services
Agreement No. 040-20**

This Agreement entered into this ____ day of _____, 2021 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“CITY”) and Marlin Engineering, Inc., a Florida Corporation with its principal place of business at 3363 W COMMERCIAL BLVD – SUITE 115 FORT LAUDERDALE, FL 33309 (“CONSULTANT”). CITY and CONSULTANT are sometimes individually referred to as “PARTY” and collectively as “PARTIES” in this Agreement.

Whereas, the CITY publicly solicited for qualified firms pursuant to the Consultants Competitive Negotiation Act as set forth in Section 287.055 Florida Statutes, in order to execute a Professional Service Agreement for: Plantation Midtown Bridge Improvement - PD&E Study and Design Services as identified in Request for Qualifications (RFQ) No. 040-20; and

Whereas, CONSULTANT desires to timely perform and assume responsibility for the provision of certain services required by the CITY and the term and conditions set forth in the Agreement. CONSULTANT represents that it is experienced in providing “PD&E Study and Design Services” to public clients, is licensed and authorized to do business in the State of Florida, and familiar with the plans of the CITY.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. General Provisions

The above recitations are true and correct and made a part hereof. All front-end solicitation documents are incorporated herein and made a part hereof. Any conflicts between the terms set forth in this Agreement and the front-end documents shall be controlled by the terms of this Agreement. The front-end solicitation documents are attached hereto as **Exhibit “A”**, the advertised scope of services is attached hereto as **Exhibit “B”**, the insurance certificate listing the CITY of Plantation as an additional insured that meet or exceed the CITY requirements are attached hereto as **Exhibit “C”**, the negotiated scope of services, pricing, and schedule of deliverables are attached hereto as **Exhibit “D”**, the documents submitted by the CONSULTANT as required by the CITY prior to bid award are attached hereto as **Exhibit “E”**.

II. Scope of Services

The CONSULTANT shall provide the professional services as provided for in Exhibit “B”, Scope of Services, that may be modified by Exhibit “D”, which is incorporated herein and made a part hereof. Any conflicts between the scope of services provided in Exhibit “B” and Exhibit “D” shall be controlled by the scope of services contained in Exhibit “D”.

III. Services Completion and Completion Time

1. The Final Completion of the Professional Services (PD&E Study and Design Services) is defined by the entire completion of the Scope of Services described in Exhibit “B”, Scope of Services that may be modified by Exhibit “D”.

2. The CONSULTANT shall successfully complete the PD&E Study Phase within **465 calendar days** of the Notice to Proceed. The CONSULTANT shall successfully complete the PD&E Design Services Phase within **327 Calendar Days** of the Notice to Proceed. Each Professional Service identified herein shall have its own independent Notice to Proceed.
3. The CITY and CONSULTANT recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Professional Services are not completed on time based on the deliverables schedule provided in Exhibit "D". Accordingly, instead of requiring any such proof, CITY and CONSULTANT agree that as liquidated damages for delay (but not as a penalty) CONSULTANT shall pay the CITY \$100.00 for each day that expires after **(465)** calendar days for the PD&E Study and **(327)** calendar days for the PD&E Design Services Phase of each independent Notice to Proceed (adjusted for any extensions thereof made in accordance with this Agreement) until such time as completion of "Plantation Midtown Bridge Improvement - PD&E Study and Design Services" subject to the qualifications within Exhibit "B" that may be modified by Exhibit "D".
4. The compensation for any additional services requested by the CITY shall be authorized in writing in advance, and that the same shall be evidenced by Change Order or like document that is executed by the CITY. The expressed hourly charges will form the basis for any potential Change Order request and there shall be no modification to the stated hourly charges.

IV. CONSULTANT 's Compensation

1. Payment

The CITY shall pay the CONSULTANT the amount as indicated in the "Total Compensation" subsection 2, Article IV, further defined in the pricing attached hereto as Exhibit "D". For portions of the agreement that are in the accepted proposal as (tasks), the CITY shall pay the CONSULTANT progress payments within thirty (30) days of the CITY's approval of services rendered for the (tasks) accepted in the proposal. The total paid to the Firm for (tasks) shall not exceed the "total compensation" value(s) as indicated in the Article IV, subsection 2 Total Compensation, whether or not the work needed to complete a "task(s)" is specified in this agreement.

2. Total Compensation

At the completion of all required and specified tasks/phases, the CONSULTANT shall have received a maximum total compensation of **\$1,191,899.42**, the CITY's maximum liability under this Agreement. This total represents the following (additional detail provided for in Exhibit "D"):

- PD&E Study Phase... \$697,349.72
- PD&E Design Services Phase...\$494,549.70

3. Reimbursements

The CONSULTANT is to include in the proposed figure any out-of-pocket expenses such as travel, telephones, office supplies, copying, advertising, etc. in the total compensation, not-to-exceed, all overhead/expenses included.

4. Agreement Price

CONSULTANT shall not be entitled to an increase in the Agreement Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact of other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of the CITY. Otherwise, CONSULTANT shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for delay.

V. Agreement General Terms

This Agreement shall constitute the entire agreement by and between the CITY and the CONSULTANT, and no inducements, considerations and promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

1. CITY as Intended Beneficiary

The CITY of Plantation has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the CITY of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute Agreements, and all of which are served by the CITY personnel for the purpose of Administration. Where the Agreement is with the City of Plantation with one or more of the Districts being an intended beneficiary of the Agreement, then such District(s) shall be an intended 3rd Party Beneficiary and shall be able to enforce the terms hereof.

2. Property of CITY

All documents including correspondence, plans, memoranda, drawings and specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement shall become owned by and be the property of the CITY and the CITY shall hereby obtain ownership of such documents by any statutory or common law means and all other reserved rights thereto, including copyright; however, such documents are not intended or represented to be suitable for reuse by the CITY on extensions of the professional services or on any other project. Any such reuse, modification or adaptation of such documents without written verification or adoption by CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or consultants. If required by the CITY, any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

VI. CITY Responsibilities

1. CITY Information

The CITY shall be responsible to provide the CONSULTANT with information in CITY's present possession that is reasonably necessary for the professional services, such as correspondence documents, maps, and electronic GIS files and other pertinent information. The CONSULTANT shall be entitled to rely upon such CITY information as sufficiently complete and accurate for planning and developing an understanding of the issues involved in the Scope of Work.

2. Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the CITY shall not be obligated for the CONSULTANT performance hereunder or by any provision of this Agreement during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Agreement in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONSULTANT in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits

VII. Consultant Responsibilities

1. No Transfer of Agreement

CONSULTANT shall not assign or transfer the Agreement or its rights, title or interests therein without CITY's prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. The CITY is relying upon the apparent qualifications and expertise of the CONSULTANT, and such firm's familiarity with the CITY's area, circumstances, and desires. In the event the CITY is not for any reason or for no reason at all, satisfied with such substitute, CONSULTANT shall be considered in breach of this Agreement. Violation of the terms of this Paragraph shall constitute a breach of Agreement by CONSULTANT and the CITY may, at its discretion, cancel the Agreement and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.

2. Independent CONSULTANT

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

3. Ethics Disclosure

The CONSULTANT warrants and represents that no elected official, officer, agent or employee of the CITY has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONSULTANT, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONSULTANT. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONSULTANT.

4. Project Work Initiation

The CONSULTANT shall not begin the professional services as outlined in Exhibit "B" Scope of Services without the prior written approval of the CITY.

5. SUBCONSULTANT

CONSULTANT shall not employ any SUBCONSULTANT, Supplier or other person or organization (including those acceptable to OWNER) whether initially or as a substitute, against whom OWNER may have reasonable objection. CONSULTANT shall not be required to employ any SUBCONSULTANT, Supplier or other person or organization to furnish or perform any of the Work against whom CONSULTANT has reasonable objection.

The CONSULTANT shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONSULTANT intends to use SUBCONSULTANT for such Work:

Connetics Transportation Group, Inc
6600 Peachtree Dunwoody Rd. 600 Embassy Row Suite 255
Atlanta, GA 30328

SSN Engineering, LLC
3500 N STATE RD 7 STE 213-4
Lauderdale Lakes, FL 33319

Miller Legg & Associates, Inc
5747 N Andrews Way
Fort Lauderdale, FL 33309

GCME, Inc
1730 W. 10th Street
Riviera Beach, FL 33404

1. Within **THIRTY (30)** Calendar Days after execution of the Agreement and in any event prior to the commencement of any Work hereunder, CONSULTANT shall furnish in writing to CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONSULTANT, in writing, of any proposed person or entity to which CITY has a reasonable objection. Failure of CITY to reply within **TEN (10)** days shall constitute notice of no reasonable objection. CONSULTANT shall not contract with a proposed person or entity to whom CITY has made a reasonable and timely objection. If CITY has a reasonable objection to a person or entity proposed by CONSULTANT, CONSULTANT shall propose another to whom CITY has no reasonable

objection. CONSULTANT shall not change subconsultant, person or entity previously selected if CITY makes reasonable objection to such change.

2. CONSULTANT shall be fully responsible to CITY for all acts and omissions of the CONSULTANT, its officers, agents, and employees, and all Subconsultants and their officers, agents, and employees, and other persons directly or indirectly employed by its Subconsultants for whose acts any of them may be liable, and any other persons or organizations performing or furnishing of the Work under a direct or indirect Agreement with CONSULTANT, and regardless of a lack of privity of Agreement with the CONSULTANT. CONSULTANT shall provide CITY with all copies of contracts and certificates of insurance between CONSULTANT and subconsultants. Nothing in the Agreement Documents shall create any contractual relationship between CITY and any such Subconsultant, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such Subconsultant.
3. All Work performed for CONSULTANT by a Subconsultant will be pursuant to an appropriate Agreement between CONSULTANT and the Subconsultant which specifically binds the Subconsultant to the applicable terms and conditions of the Agreement Documents for the benefit of CITY.

The CONSULTANT shall be responsible for payments to any Subconsultants including any professional fees and additional costs within fourteen (14) calendar days of CITY payment to CONSULTANT. The CITY shall not be responsible for any payments to Sub-consultants. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subconsultants for the professional services.

VIII. Termination

1. For Cause

If for any reason, the CONSULTANT fails to fulfill its obligations under this Agreement in a proper to timely manner as agreed to, this Agreement may be terminated by the CITY upon **Twenty-One (21)** Calendar Days' notice to the CONSULTANT. The CONSULTANT may not terminate this Agreement except upon a breach by the CITY, which is not cured upon **Twenty-One (21)** Calendar Days' notice to CITY. In case of the Consultant's termination for cause, the Consultant shall be paid for services satisfactorily provided to such termination date, less any setoffs or adjustments CITY may claim arising out of the CONSULTANT breach, the remaining unperformed parts of the Agreement, and for that portion (if any) of the CONSULTANT performance which is unsatisfactory (the intent being that the CONSULTANT be paid what is just and equitable compensation given the CONSULTANT performance).

2. For Convenience

Upon **THIRTY (30)** Calendar Days written notice to the CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of CITY, the notice of termination to the CONSULTANT must state that the Agreement is being terminated for the convenience of CITY under this termination clause, the effective date of the termination, and the extent of termination. The CONSULTANT shall be paid for the professional services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. The CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.

IX. Legal Terms and Conditions

1. Compliance with Laws/Codes/Rules, Etc.

The CONSULTANT shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same. CONSULTANT represents to CITY that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. CONSULTANT acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of any public building or public work, may not submit bids on leases of real property with the CITY, may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor or CONSULTANT under a contract with the CITY, and may not transact business with the CITY in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

The CONSULTANT shall not be reimbursed for any additional costs which the CONSULTANT incurs as a result of laws enacted after the effective date of this Agreement, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Article IX, Paragraph 1. The CONSULTANT shall be reimbursed, in addition to the Total Compensation, for additional costs incurred by the CONSULTANT in the performance of the Agreement resulting from the following:

- a. CITY ordinances passed by the CITY Council after the effective date of this Agreement.
- b. Any unforeseen new state or federal laws, regulations or rules enacted after the effective date of the Agreement, which require a significant change in the professional services. The CONSULTANT shall not be reimbursed for any other costs resulting from any other new state or federal laws, regulations or rules enacted after the effective date of the Agreement, including but not limited to laws relating to techniques, procedures, research, analysis and materials.

In order to obtain reimbursement from the CITY under this Article IX, Paragraph 1, the CONSULTANT shall submit a claim to the CITY with documentation that the CITY may reasonably require for the CITY's review and approval. A claim may also include a request for an equitable adjustment of the Completion Time. Upon approval by the CITY, the claim shall become a Change Order or a formal written amendment to the Agreement. If not approved, the claim will be placed on the Disputed Work List.

2. Applicable Laws Governing Project

The laws of the State of Florida shall govern the validity, construction and effect of this Agreement.

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

All claims, counterclaims, disputes and other matters in question between CITY and CONSULTANT arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal City Court of the Southern City of Florida and appropriate appellate courts for such venue and jurisdiction.

To any extent that the CONSULTANT may be acting as an "agent" or CONSULTANT on behalf of the CITY, the CITY expects the CONSULTANT to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and South Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

3. Dispute Resolution

In the event that any dispute between the CITY and the CONSULTANT concerning questions or issue arising under this Agreement that have not been resolved, or for items on the Disputed Work List, a request for resolution shall be submitted by the CONSULTANT to the CITY for determination. Request for such determination shall be made in writing. The CITY's decision may be reached in accordance with assistance, as it may deem reasonably necessary

or desirable. The CITY's decision shall be rendered in writing no more than **Thirty (30)** Calendar Days after receipt of a fully documented (to the extent that such documents are within the control of the CONSULTANT) request for a determination. The decision shall be conclusive, final, and binding on all parties, unless the CONSULTANT shall seek a judicial determination in accordance with the provisions set forth below.

No later than **Ten (10)** Calendar Days after the CONSULTANT receipt of the CITY's determination, the CONSULTANT shall respond to the CITY in writing, either accepting the determination or stating the CONSULTANT factual or legal objection to the determination. If the CONSULTANT response is an objection, the CITY shall respond in writing to the objection within **Ten (10)** Calendar Days after receipt of it. No further response by either party shall be required. Thereafter, the CONSULTANT may seek a judicial determination of the dispute. In the event that the CONSULTANT intends to seek judicial determination of a matter decided by the CITY, the CONSULTANT shall notify the CITY of its intent to do so within **Ten (10)** Calendar Days of the CITY's final decision.

If required by CITY, the CONSULTANT shall continue to perform the Work required under the Agreement during this resolution period, including any judicial resolution. The CITY's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the CONSULTANT complies with the CITY's written determination, the CITY shall continue to perform under the Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the CONSULTANT fails to submit a dispute to the CITY as required by this Article IX, Paragraph 3. The continued performance of the Contract by either party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Agreement or at Law.

4. No Waiver of Legal Rights

No approval required to be given by the CITY under the Agreement shall operate to relieve the CONSULTANT from any of its responsibilities under the Agreement or to be deemed as an approval by the CITY of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Agreement, unless the failure or deviation has been specifically approved by a Change Order or formal written amendment to the Agreement.

Unless the CITY has specifically approved in writing a deviation from the Agreement documents in an Agreement modification, as provided above, the CITY shall not be precluded or estopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the professional services and payment for it, from showing the true amount and character of the professional services performed and goods and materials furnished by the CONSULTANT or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the professional services or goods and materials do not conform in fact to the Agreement. Unless the CITY has specifically approved in writing a deviation from the Agreement documents in an Agreement modification, as provided above, the CITY shall not be precluded or estopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the CONSULTANT and its sureties damages it may sustain by reason of its failure to comply with the terms of the Agreement. Except as provided, neither the acceptance of the CITY, or any representative of the CITY, nor any payment for or acceptance of the whole or any part of the professional services, nor any extension of time, nor any possession taken by the CITY, shall operate as a waiver of any portion of the Agreement, or of any power reserved or any right to damages provided to the CITY. A waiver of any breach of the Agreement shall not be held to be a waiver of any other breach whether prior to or subsequent to it. The CITY's delay in declaring that a breach has occurred or otherwise asserting its rights under this Agreement shall not constitute a waiver of the breach or limit any of the CITY's rights under this Agreement.

5. Amendments

No supplement, modification of, or amendment of this Agreement shall be binding unless executed in writing by both Parties.

X. Indemnity Clause

CONSULTANT shall indemnify and hold harmless CITY, and its elected and appointed officers, the officers, directors, employees, agents and other CONSULTANT of each of them, from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the professional services itself, and including the loss of use resulting therefrom.

Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONSULTANT from the CITY that such amount is due, be made by CONSULTANT prior to the CITY being required to pay same, or in the alternative, the CITY, at the CITY's option, may make payment of an amount so due and CONSULTANT shall promptly reimburse the CITY for same, together with interest thereon at the statutory rate from the date of receipt by CONSULTANT of written notice from the CITY that such payment is due. CONSULTANT agrees, at CONSULTANT expense, after written notice from the CITY, to defend any action against the CITY that falls within the scope of this indemnity, or the CITY, at the CITY's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONSULTANT. Additionally, if CONSULTANT, after receipt of written notices from the CITY, fails to make any payment due hereunder to the CITY, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the CITY in securing any such payment from CONSULTANT.

Nothing contained herein is intended nor shall it be construed to waive the CITY's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the CITY's favor.

XI. Notice

1. All Notices sent to CONSULTANT shall be sent in writing and by first-class mail to:

Jose Santiago, PE
Director of Business Development
3363 W Commercial Blvd SUITE 115
Fort Lauderdale, Florida 33309

2. All Notices sent to the CITY shall be sent in writing and by first-class mail to:

Mayor Lynn Stoner
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

IN WITNESS WHEREOF, CITY OF PLANTATION AND MARLIN ENGINEERING, INC., have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the CITY and CONSULTANT.

Signed, sealed and delivered in the presence of:

Attest: April Beggerow, City Clerk

CITY OF PLANTATION

Witness: _____

By: Lynn Stoner, Mayor

Typed Name of Witness

As to legal form: Kerry L Ezrol, City Attorney

Witness: _____

As to Procurement: Charles Spencer, Interim Procurement Director

Typed Name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Lynn Stoner and Ayesha Robinson, as the Mayor and Interim City Clerk respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the CITY of Plantation, Florida, and who did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 2021.

My commission expires:

NOTARY PUBLIC

Signed, Sealed in the presence of:

MARLIN ENGINEERING, INC.
a Florida Corporation

Witness: _____

By: Ramon Soria, President

Typed name of Witness

Witness: _____

Typed name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by Ramon Soria, President of Marlin Engineering, Inc. a Florida corporation, on behalf of the corporation. They are personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

Scope of Services for Plantation Midtown Bridge Summary PD&E Phase

This scope of services summary has been developed for ease of review at the request of the City of Plantation. The full Scope of Services (as provided in the City of Plantation RFQ 040-20) and Estimate of Work Effort and Cost (as provided by Marlin Engineering, Inc) are attached here to as Attachment A and Attachment B respectively.

Marlin Engineering

<i>Task 2a and 2b- Project Common and General Tasks/ Public Involvement</i>	<i>\$121,389.28</i>
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- Project Manager Meetings with the City to discuss various facets (roadway, drainage, utilities, etc..) through the life of the study.
- Setup of contract and financial tracking files.
- Prepare and execute a Public Involvement Plan, in accordance with the PD&E Manual. Prepare mailing lists, correspondence, and all materials in accordance with the Public Involvement Plan.
- Present to the City Commission after NTP. The presentation and feedback received will be documented in the PIP and public involvement summary report.
- Conduct public meetings and presentations with the City Council, Plantation Midtown Development District and the Broward MPO and associated technical committees. Prepare presentations and accompanying materials. Prepare notes and meeting summaries.
- Conduct coordination meetings with key agencies including the development of presentations, graphics and handouts for the key agencies including but not limited to FDOT, SFWMD, Broward County.
- Participation in the following meetings; Alternatives Workshops and stakeholder forums. The Alternatives Workshop will be in person or can be virtual if the city desires.
- Prepare a Comments and Coordination Report as required by the PD&E Manual documenting all public involvement activities.
- Prepare a project kickoff letter to formally announce the start of the project.
- Conduct a public hearing in accordance with Florida Statutes including the presence of a Court Reporter. The public hearing will have an in-person component. Currently due to the COVID Pandemic FDOT is conducting hybrid public hearings with a virtual session and an in-person session the day after.

<i>Task 3a-Preliminary Engineering Analysis/Traffic Analysis</i>	<i>\$138,222.15</i>
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- Data collection including turning movement counts, ADT counts and BlueTooth Deployment to determine origin and destination of vehicle.
- MARLIN will perform traffic analysis in accordance with guidance from the PD&E manual, Traffic Analysis Handbook, and Project Traffic Forecasting Handbook. Includes Existing Traffic Operational Analysis, No-build analysis, evaluation of one build and no-build alternative.
- Retrieval of crash data, safety analysis, and accompanying documentation.
- Prepare a comparative alternatives evaluation including the development of an evaluation matrix and the qualitative and quantitative analysis of the build and no-build alternative.
- Prepare a Preliminary Engineering Report



Task 3b-Environmental Analysis

\$18,059.42

- Prepare a technical memorandum summarizing sociocultural effects on the project area (social, economic, land use and mobility) per the PD&E Manual.
- Prepare a technical memorandum summarizing impacts to air quality within the project area.
- Prepare a project Commitments record including 3 updates.

Task 3c-Environmental Document

\$23,996.85

- Prepare a Categorical Exclusion Type 2 Environmental Statement per Part 1, Chapter 5 of the PD&E Manual.
- Conduct a planning consistency review of the project relative to transportation plans and programs that are applicable to the project.
- Perform required re-evaluations of the environmental for the design and construction phases.

Task 4 and 5-Roadway Analysis and Plans

\$48,633.91

- Prepare horizontal and geometric roadway analysis of approaches to the bridge. Review different options for traffic control and determine best option. Prepare a preliminary cost estimate.
- Prepare 30% roadway plans for the approaches to the bridge.
- Perform utility coordination for 30% plans.

Task 7 – Utilities Coordination

\$16,769.12

- Identify Utilities, Contact and Preliminary coordination.



March 2, 2021



Task 9 and 10 - Bridge Structures Analysis and Design

\$56,720.04

- Technical Meetings required for Bridge Design
- Preparation of the Bridge Development Report including bridge geometry analysis. The Bridge Development Report includes 30% Structural Plans.

Task 19 – Signing and Pavement Marking Analysis

\$1,421.31

- Analysis of FDOT Standard Plans, Florida Design Manual and the MUTCD to determine proper signage and pavement markings.

Task 27—Survey

\$25,571.83

- Establish horizontal and vertical control, prepare a topographic survey, provide 6 test holes, provide check sections, perform a drainage survey of the existing structures, provide survey support for the geotechnical firm.

Task 32- Noise Analysis

\$5,599.11

- Prepare a memorandum (report) documenting noise analysis of proposed bridge and the approaches. Includes land use analysis and field data collection.

Connectics

Task 3a-Preliminary Engineering Analysis

\$20,975.85

- Model development of future forecast volumes for the build and no build alternative.



SSN Engineering

Task 3a-Preliminary Engineering Analysis/Traffic Analysis \$23,956.15

- Drainage Engineering Analysis required for PD&E. Includes floodplain and environmental permit data collection, drainage analysis, floodplain compensation analysis, stormwater management analysis, and preparation of the bridge hydraulic report.

Miller Legg and Associates

Task 3b and 3c Environmental Analysis and Document \$10,631.84

- Preparation of section 4f “de minimis” statement.

Task 25 and 26 Landscape Analysis and Plans \$22,733.60

- Preparation of conceptual landscape and hardscape design based on final alternative.

GCME

Task 35 Geotechnical \$104,360.82

- Geotechnical Field Work, Analysis, Design and Reporting required for the preparation of the Bridge Development Report (30% Plans).

Quest Ecology

Task 3b and 3c Environmental Analysis and Document \$44,621.64

- Biological Evaluation for Protected Species and Habitat, Wetlands and Other Surface Waters, Essential Fish Habitat, and Contamination. Includes consultation with appropriate agencies and the preparation of a Natural Resource Evaluation Report required for the PD&E Study.

Janus Research

Task 3b and 3c Environmental Analysis and Document \$13,686.80

- Preparation of a Cultural Resources Assessment Survey. Includes an archeological field survey, a historic resources field survey and the preparation of the CRAS report which is required for the PD&E study.

TOTAL PD&E PHASE **\$697,349.72**



Scope of Services for Plantation Midtown Bridge Summary

Design Phase

This scope of services summary has been developed for ease of review at the request of the City of Plantation. The full Scope of Services (as provided in the City of Plantation RFQ 040-20) and Estimate of Work Effort and Cost (as provided by Marlin Engineering, Inc) are attached hereto as Attachment A and Attachment B respectively.

Marlin Engineering

Task 2a and 2b- Project Common and General Tasks/ Public Involvement \$16,957.48

- Preparation of standard specifications for construction. Conduct project manager technical meetings.
- Conduct one design public meeting at 60% plans for viewing and resident/local business input.
- Required Technical Meetings

Task 4 and 5-Roadway Analysis and Plans \$80,770.60

- Preparation of contract plans (approaches only) for construction in accordance with the latest Florida Design Manual and Standard Plans. Includes design of approaches at 400' easterly and westerly of proposed centerline alignment of the new Midtown Bridge. Also includes technical memorandum summarizing design criteria, existing and proposed elements, determination of quantities and an engineer's estimate.

Task 7 – Utilities Coordination \$8,650.82

- Finalize utility coordination and obtain utility clearance from all affected utilities.

Task 9, 13, 17 and 18 - Bridge Structures Analysis and Design \$139,288.02

- Preparation of contract plans (Medium Span Concrete Bridge) for construction Includes design of retaining walls and cantilever sign structures.

Task 20 – Signing and Pavement Marking Plans \$3,199.58

- Preparation of signing and pavement marking plans for the approaches and the bridge.

Task 23 and 24- Lighting Analysis and Plans \$61,111.39

- Preparation of contract plans (lighting for construction). Includes the lighting justification report, lighting design analysis report (photometrics), technical meeting and field reviews.



SSN Engineering

Task 4 and 5-Roadway Analysis and Plans **\$69,012.75**

- Drainage analysis and plans for the proposed alternative. Includes field reviews and technical meetings with affected and permitting agencies. Includes analysis required for permit modifications, and analysis of potential offsite systems identified for storage. Preparation of the drainage design documentation report, location hydraulics report, and the bridge hydraulics report required for the construction of the bridge. Also includes preparation of the erosion control plan, and the stormwater pollution prevention plan (SWPPP).

Miller Legg and Associates

Task 25 and 26 Landscape Analysis and Plans **\$50,123.55**

- Preparation of final landscape and hardscape design. Includes an inventory and analysis of the existing trees. Includes cost estimates, field reviews, and technical meetings with agencies. Also includes participation at the public hearing. Contract plans include tree disposition plans, planting plans and details, irrigation plans and details, and hardscape plans and details.

GCME

Task 35 Geotechnical **\$27,202.74**

- Geotechnical Field Work, Analysis, Design and Reporting required for the construction set of plans (Bridge). (30% plans to 100%).

Quest Ecology

Task 8 Environmental Permits and Clearances **\$38,232.77**

- Submit all required wetland permit applications, all required species permit applications, preparation of SFWMD Right of Way Occupancy Permit application. Includes all technical meetings and field reviews. Also includes coordination and consultation meetings with affected agencies.

TOTAL DESIGN PHASE **\$494,549.70**



Plantation Midtown Bridge City of Plantation

MARLIN Engineering
Project Manager: Betsy Jeffers, PE

ID	Task Name	Duration	Start	Finish	Gantt Chart
					Apr '21 May '21 Jun '21 Jul '21 Aug '21 Sep '21 Oct '21 Nov '21 Dec '21 Jan '22 Feb '22 Mar '22 Apr '22 May '22 Jun '22 Jul '22 Aug '22 Sep '22 Oct '22 Nov '22 Dec '22 Jan '23
1	KICKOFF MEETING (CITY OF PLANTATION COMMISSION MEETING)	1 day	Thu 4/22/21	Thu 4/22/21	KICKOFF MEETING (CITY OF PLANTATION COMMISSION MEETING)
2	NOTICE TO PROCEED	1 day	Mon 5/24/21	Mon 5/24/21	NOTICE TO PROCEED
3	ETDM SCREENING	182 days	Mon 5/24/21	Tue 2/1/22	ETDM SCREENING
4	DEVELOP PURPOSE AND NEEDS, LOGICAL TERMINI AND DESCRIPTION AND PRELIMINARY ENGINEERING AND DESIGN	20 days	Tue 5/25/21	Mon 6/21/21	DEVELOP PURPOSE AND NEEDS, LOGICAL TERMINI AND DESCRIPTION AND PRELIMINARY ENGINEERING AND DESIGN
5	REVIEW PROGRAMMING SCREEN DOCUMENTS	5 days	Tue 6/22/21	Mon 6/28/21	REVIEW PROGRAMMING SCREEN DOCUMENTS
6	ENTER PROJECT INTO ENVIRONMENTAL SCREENING TOOL (EST)	1 day	Tue 6/29/21	Tue 6/29/21	ENTER PROJECT INTO ENVIRONMENTAL SCREENING TOOL (EST)
7	FDOT OEM CONCURRENCE	15 days	Wed 6/30/21	Tue 7/20/21	FDOT OEM CONCURRENCE
8	RUN PROGRAMMING SCREEN AND ADVANCE NOTIFICATION (AN)	42 days	Wed 7/21/21	Thu 9/16/21	RUN PROGRAMMING SCREEN AND ADVANCE NOTIFICATION (AN)
9	PREPARE PRELIMINARY SUMMARY REPORT (PSR)	40 days	Wed 7/21/21	Tue 9/14/21	PREPARE PRELIMINARY SUMMARY REPORT (PSR)
10	PUBLISH PRELIMINARY SUMMARY REPORT (PSR)	1 day	Wed 9/15/21	Wed 9/15/21	PUBLISH PRELIMINARY SUMMARY REPORT (PSR)
11	COORDINATE CLASS OF ACTION (COA) CONCURRENCE WITH FDOT OEM	10 days	Thu 9/16/21	Wed 9/29/21	COORDINATE CLASS OF ACTION (COA) CONCURRENCE WITH FDOT OEM
12	ETDM PROGRAM FINAL SUMMARY REPORT PUBLISHING	1 day	Thu 9/30/21	Thu 9/30/21	ETDM PROGRAM FINAL SUMMARY REPORT PUBLISHING
13	PD&E PHASE	333 days	Tue 5/25/21	Thu 9/1/22	PD&E PHASE
14	DATA COLLECTION- ENVIRONMENTAL, SURVEY, GEOTECH & TRAFFIC	60 days	Tue 5/25/21	Mon 8/16/21	DATA COLLECTION- ENVIRONMENTAL, SURVEY, GEOTECH & TRAFFIC
15	ANALYSIS & REPORTS	80 days	Tue 8/17/21	Mon 12/6/21	ANALYSIS & REPORTS
16	PUBLIC WORKSHOP	1 day	Tue 10/12/21	Tue 10/12/21	PUBLIC WORKSHOP
17	DETERMINATION OF APPLICABILITY FOR 4F	160 days	Wed 10/13/21	Tue 5/24/22	DETERMINATION OF APPLICABILITY FOR 4F
18	DRAFT CATEGORICAL EXCLUSION DOCUMENTS	80 days	Tue 12/7/21	Mon 3/28/22	DRAFT CATEGORICAL EXCLUSION DOCUMENTS
19	CONTAMINATION ASSESSMENT	60 days	Tue 12/7/21	Mon 2/28/22	CONTAMINATION ASSESSMENT
20	AIR AND NOISE MEMORANDUM	60 days	Tue 12/7/21	Mon 2/28/22	AIR AND NOISE MEMORANDUM
21	CULTURAL RESOURCE ASSESSMENT MEMO	60 days	Tue 12/7/21	Mon 2/28/22	CULTURAL RESOURCE ASSESSMENT MEMO
22	NATURAL RESOURCE EVALUATION MEMO	60 days	Tue 12/7/21	Mon 2/28/22	NATURAL RESOURCE EVALUATION MEMO

PD&E: 465 Calendar Days for Completion
 PD&E Completion Date (LDCA): 9/1/22

Design: 327 Calendar Days for Completion
 Design Completion Date: 2/17/23

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Task		Summary		Inactive Summary		Manual Task		Manual Summary		Finish-only
Critical Task		Inactive Task		Manual Task		Manual Summary		Manual Progress		
Milestone		Inactive Milestone		Duration-only		Start-only		Late		

Plantation Midtown Bridge City of Plantation

MARLIN Engineering
Project Manager: Betsy Jeffers, PE

ID	Task Name	Duration	Start	Finish	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23			
23	PRELIMINARY ENGINEERING	80 days	Tue 12/7/21	Mon 3/28/22		[Summary Bar]																		
24	DEVELOP PRELIMINARY TYPICAL SECTIONS	41 days	Tue 12/7/21	Tue 2/1/22		[Summary Bar]																		
25	DEVELOP ALTERNATIVE ALIGNMENT	80 days	Tue 12/7/21	Mon 3/28/22		[Summary Bar]																		
26	PREPARE DRAFT PRELIMINARY ENGINEERING REPORT (PER)	80 days	Tue 12/7/21	Mon 3/28/22		[Summary Bar]																		
27	FDOT REVIEWS DRAFT	20 days	Tue 3/29/22	Mon 4/25/22																				
28	CONDUCT PUBLIC HEARING	1 day	Tue 6/7/22	Tue 6/7/22																				
29	FINAL CATEGORICAL EXCLUSION DOCUMENTS	60 days	Wed 6/8/22	Tue 8/30/22																				
30	SUBMIT FINAL DOCUMENT FOR FDOT APPROVAL	1 day	Wed 8/31/22	Wed 8/31/22																				
31	LOCATION DESIGN CONCEPT APPROVAL (LDCA)	1 day	Thu 9/1/22	Thu 9/1/22																				
32	60% DESIGN PHASE	173 days	Tue 3/29/22	Thu 11/24/22																				
33	UTILITY CONTACT (SEND PLANS TO UAOs)	5 days	Tue 3/29/22	Mon 4/4/22																				
34	UTILITY COORDINATION KICKOFF	1 day	Tue 4/5/22	Tue 4/5/22																				
35	PRELIMINARY PERMIT COORDINATION	5 days	Tue 3/29/22	Mon 4/4/22																				
36	RECEIVE UTILITY MARKUPS	20 days	Wed 4/6/22	Tue 5/3/22																				
37	PREPARE 60% ROADWAY & STRUCTURE PLANS	80 days	Tue 3/29/22	Mon 7/18/22																				
38	PREPARE 60% LIGHTING AND S&PM PLANS	60 days	Tue 3/29/22	Mon 6/20/22																				
39	PREPARE DRAINAGE REPORT (FINAL)	40 days	Tue 3/29/22	Mon 5/23/22																				
40	MARLIN QA/QC REVIEW	10 days	Tue 7/19/22	Mon 8/1/22																				
41	SUBMIT 60% PLANS	1 day	Tue 8/2/22	Tue 8/2/22																				
42	CITY REVIEWS 60% PLANS	20 days	Wed 8/3/22	Tue 8/30/22																				
43	RESPOND TO 60% COMMENTS	10 days	Wed 8/31/22	Tue 9/13/22																				
44	SEND PLANS AND MATRIX TO UAO's	1 day	Wed 9/14/22	Wed 9/14/22																				

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Task	[Solid Blue Bar]	Summary	[Dashed Blue Bar]	Inactive Summary	[White Bar]	Manual Summary Rollup	[Green Bar]	Manual Summary	[Blue Bar]	Finish-only	[White Bar]	Manual Progress	[Green Bar]	Late
Critical Task	[Red Hatched Bar]	Inactive Task	[White Bar]	Manual Task	[Green Bar]	Manual Summary	[Blue Bar]	Finish-only	[White Bar]	Manual Progress	[Green Bar]	Late		
Milestone	[Diamond]	Inactive Milestone	[Diamond]	Duration-only	[Grey Bar]	Start-only	[Blue Bar]	Late						

Plantation Midtown Bridge City of Plantation

MARLIN Engineering
Project Manager: Betsy Jeffers, PE

ID	Task Name	Duration	Start	Finish	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23
45	UTILITY RESOLUTION MEETING	10 days	Thu 9/15/22	Wed 9/28/22											
46	PREPARE PERMIT APPLICATIONS	20 days	Thu 10/27/22	Wed 11/23/22											
47	SUBMIT PERMIT APPLICATION TO AGENCIES	1 day	Thu 11/24/22	Thu 11/24/22											
48	90% DESIGN PHASE	123 days	Wed 8/31/22	Fri 2/17/23											
49	PREPARE 90% PLANS	60 days	Wed 8/31/22	Tue 11/22/22											
50	RECEIVE UTILITY MARKUPS & SCHEDULES	20 days	Thu 9/29/22	Wed 10/26/22											
51	MARLIN QA/QC 90% PLANS REVIEW	10 days	Thu 10/27/22	Wed 11/9/22											
52	SUBMIT 90% PLANS	0 days	Wed 11/9/22	Wed 11/9/22											
53	CITY REVIEW 90% PLANS	20 days	Thu 11/10/22	Wed 12/7/22											
54	RESPOND TO 90% COMMENTS	10 days	Thu 12/8/22	Wed 12/21/22											
55	100% DESIGN PLANS	82 days	Thu 10/27/22	Fri 2/17/23											
56	PREPARE 100% PLANS	10 days	Thu 12/22/22	Wed 1/4/23											
57	MARLIN QA/QC 100% PLANS REVIEW	5 days	Thu 1/5/23	Wed 1/11/23											
58	SUBMIT 100% PLANS	1 day	Thu 1/12/23	Thu 1/12/23											
59	CITY REVIEW 100% PLANS	5 days	Fri 1/13/23	Thu 1/19/23											
60	RESPOND TO 100% COMMENTS	5 days	Fri 1/20/23	Thu 1/26/23											
61	OBTAIN PERMITS	60 days	Fri 11/25/22	Thu 2/16/23											
62	UTILITIES CERTIFIED	1 day	Thu 10/27/22	Thu 10/27/22											
63	FINAL SUBMITTAL	16 days	Fri 1/27/23	Fri 2/17/23											
64	FINALIZE PLANS	15 days	Fri 1/27/23	Thu 2/16/23											
65	SUBMIT FINAL PLANS AND S&S REPORTS	1 day	Fri 2/17/23	Fri 2/17/23											

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Task		Summary		Inactive Summary		Manual Task		Manual Summary		Manual Progress			Late
Critical Task		Inactive Task		Manual Task		Manual Summary		Manual Progress		Late			Late
Milestone		Inactive Milestone		Duration-only		Start-only		Late		Late			Late