

COUNCIL AGENDA STATEMENT



Meeting Date: February 10, 2026

To: Honorable Mayor and City Council

From: Carlos A. Solis, P.E., Director of Public Works & Engineering

Through: George Garrett, City Manager

Agenda Item: **Resolution 2026-18**, Approving The Work Authorization Agreement Between The City And CW3 Engineering, Inc., For Professional Engineering Services For The Design of the Stormwater And Trail Improvement On A Portion Of Sombrero Beach Road In An Amount Not To Exceed \$82,000.00; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The trail area along Sombrero Beach Road by the curve immediately before the beach has long experience drainage issue due to the low elevation in this area. The City requested and was granted a grant from FDOT through the LAP program to improve the trail in this area by elevating the trail and install associated drainage improvements to alleviate the flooding issues. Construction funding is schedule during the FDOT 2028 fiscal year. As part of the match for the grant, the City is responsible for the design of the improvements, to commence in FDOT's 2026 budget year. CW3 is one to the City's consultant on our continuous service contract, and has provide the City with a scope of work and cost proposal for the project. Staff has reviewed the scope and cost proposal, and determined that it meets the requirements set by FDOT, and cost are reasonable for the scope.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

The adopted FY26 Capital Infrastructure Fund budget includes appropriations of \$90,000 for Sombrero Beach Road path improvements.

RECOMMENDATION: Approval of Resolution 2026-xx

**CITY OF MARATHON, FLORIDA
RESOLUTION 2026-18**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE WORK AUTHORIZATION AGREEMENT BETWEEN THE CITY AND CW3 ENGINEERING, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE STORMWATER AND TRAIL IMPROVEMENT ON A PORTION OF SOMBRERO BEACH ROAD IN AN AMOUNT NOT TO EXCEED \$82,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a section of the trail along Sombrero Beach Road has a long history of flooding due to low elevations, resulting in frequent inundation. This project to elevate the road and provide stormwater improvements as required. CW3 (the “Contractor”) will provide full engineering services for the design and permitting of the project; and

WHEREAS, the City of Marathon (the “City”) applied for a grant through the LAP program with FDOT and received grant funding for Construction of the improvements in the amount of \$283.686 for the construction of the project; and

WHEREAS, the City of Marathon (the “City”) as part of their matching contribution, is responsible for the cost of the design of the project; and

WHEREAS, the City of Marathon (the “City”) has received and evaluated a Scope of Work and cost proposal from CW3 in the amount of \$82,000.00; and

WHEREAS, the City finds that entering into a contract with the Consultant is in the best interest of the City.

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

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

Section 2. The Contract between the City and the Consultant for the Project in an amount not to exceed \$82,000.00, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 10th DAY OF FEBRUARY, 2026.**

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

**EXHIBIT “A”
PROJECT SPECIFIC AGREEMENT**

PROFESSIONAL ARCHITECTURAL SERVICES

FOR

**Sombrero Beach Road Trail Drainage & Path
Improvements**

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
CW3 Engineering Inc
For
PROFESSIONAL ENGINEERING SERVICES
FOR
Sombrero Beach Road Trail Drainage & Path Improvements

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

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the “Project Description” included in Exhibit “1.”
- 1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Exhibit “1”.
- 1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

- 2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit “1”.

SECTION 3. TIME OF PERFORMANCE/DAMAGE

- 3.1 **Commencement:** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided this agreement. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the execution of the agreement by all parties.

- 3.2 **Contract Time:** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," as noted in Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.
- 3.3 **Liquidated Damages:** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

- 4.1 **Compensation:** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "1" **\$82,000.00** inclusive of reimbursable expenses. Total not to exceed amount for this Work Authorization is **\$82,000.00**[OR, IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$ N/A].
- 4.2 **Reimbursable Expenses:** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY. N/A

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Monthly Billing:** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the time worked and the total billing in accordance with the work performed during the period. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

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

5.3 **Suspension of Payment:** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

5.4 **Retainage:** N/A

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

constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

- 6.1 **For Cause:** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.
- 6.2 **For Convenience:** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.
- 6.3 **Assignment upon Termination:** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.
- 6.4 **Suspension for Convenience:** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty

(30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. COMPLIANCE WITH LAW

- 7.1 **COMPLIANCE WITH LAWS:** The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:
- 7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- 7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).
- 7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- 7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction repair).
- 7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work

performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

7.7 **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:**

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

7.8 **ENERGY POLICY AND CONSERVATION ACT:** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

7.9 **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

7.10 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 8 INCORPORATION OF TERMS AND CONDCTIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated March 10, 2020 between the parties as

though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

SECTION 9 Term/Time of Performance

- 9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for One year (s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.
- 9.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.
- 9.3 Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

SECTION 10 Project Records

- 10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.
- 10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the subconsultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.
- 10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an

appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

- 10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.
- 10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies and electronic files shall be made available upon request to the City.
- 10.6 All project records shall be maintained by Consultant and made available upon request of the City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

SECTION 11 Ownership and Access to Public Records.

- 11.1 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 11.2 The Consultant is a “Contractor” as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the City to perform the service.
 - 2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
 - 4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

- 11.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Consultant.
- 11.5 The Consultant consents to the City’s enforcement of the Consultant’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Consultant’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

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

IN WITNESS WHEREOF, the parties have executed this instrument on this _____ day of _____, 20__.

CONSULTANT:

CITY:

By: _____

By: _____
George Garrett, City Manager

Its: _____

ATTEST:

Diane Clavier, City Clerk

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

Steven T. Williams, City Attorney

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

SCOPE OF SERVICES

ENGINEERING DESIGN AND PERMITTING SERVICES FOR SOMBRERO BEACH PATHWAY

CW3 Engineering, Inc. (hereinafter referred to as CONSULTANT) is to provide The City of Marathon (hereinafter referred to as the CITY) the following Civil Engineering Services for the design improvements for approximately 430' of shared use pathway and drainage redesign on Sombrero Beach Road (generally centered on Sandpiper Lane). Plans preparation and permitting of pathway and drainage improvements are anticipated. No modification of Sombrero Beach Rd. is included. The following items will comprise the scope of work anticipated for the project.

1. PURPOSE

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

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

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

2. PROJECT DESCRIPTION

This project shall consist of analyzing the existing shared use pathway between 611 and 619 Sombrero Beach Road to reduce the occurrence and severity and duration of the pathway inundation during and after regular storm events. The project assumes that the pathway profile will be raised and/or shifted to improve these characteristics. Drainage improvements are anticipated to be minor in nature, however the CITY desires the inclusion of a stormwater gravity injection well as the existing exfiltration system does not appear to accommodate storm events. The proposed pathway will consist of 8'-10' in width. No midblock, uncontrolled crossings, lighting are included. (there is existing lighting so if the path is shifted, the lights may need to be shifted with them)

Pathway improvements are intended to remain within the existing R/W and to generally not disturb the mature landscaping within the R/W unless absolutely necessary. In areas where transitions are needed to tie into existing driveways, CONSULTANT will identify areas needed for Right-of-Entry Agreements, if necessary for the CITY to coordinate with the homeowners. No R/W acquisition, Temporary Construction or Perpetual Easements are included.

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

3. PROJECT GENERAL TASKS

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

- Project kick-off - One (1) meeting (joint with FDOT)
- Project Scheduling Gantt chart not included. General dates, milestones will be provided.
- Coordination Meetings (PRIME CONSULTANT MEETINGS)
 - Three(3) Miscellaneous meetings at the CITY's discretion (virtual)
 - Up to one (1) Coordination/pre-applications meetings with FDEP. (virtual)
 - Three (3) Plan Submittal Review meeting with the CITY (60%, 90%, Final)(virtual)
 - Two (2) Meetings with FDOT (virtual)
- 2 Misc Field Reviews
- No Independent Peer Review is included.

3.1. Public Involvement

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

4. ROADWAY ANALYSIS & PLANS

- Access Management Design Support
Not Included.
- Intersection Control Evaluation (ICE)
No modifications to existing intersection types, layouts or alternatives.
- Roadway Design/Plans Preparation
The CONSULTANT will provide a shared use path design for the limits as described in the Project Description above. The CONSULTANT will design the geometrics using the design standards consistent with FDOT Greenbook criteria.

The revised profile grade line of the pathway will be designed to raise the pathway as much as feasible while being able to collect and convey the associated roadway stormwater runoff. Pathway profile adjustment will be limited to raising no higher than the existing lowest edge of pavement in the design section. Raising the existing roadway is not included.

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

- Traffic Data Collection
Traffic Data Collection/analysis is not included.
- Typical Section Package
 - No typical section package is proposed. Typical section approval will be based upon acceptance of 30% plans from the CITY and/or the 60% FDOT ERC review.

- Pavement Design Analysis
No pavement design package is included. Pavement design for pathway shall match the existing pathway design or minimum FDOT Greenbook minimum, whichever is less.
 - Milling and Resurfacing
 - No pathway or roadway resurfacing is anticipated or included.
- Pedestrian Midblock/Uncontrolled Crossings
Not included at this time.
- Temporary Traffic Control Plans
CONSULTANT is to coordinate with the CITY for the TTCP notes/requirements/constraints desired by the CITY to be included in the plans. Only a TTCP General Notes sheet and Typical Sections will be included. No plan sheets, cross sections, etc. are to be developed by the CONSULTANT.
- Roadway Plans (Anticipated Sheets)
 - Key Sheet
 - Optional Culvert Material – Not Included.
 - Summary of Pay Items – Not Included. Bid Schedule will be provided.
 - Typical Sections
 - General Notes/Pay Item Notes
 - Project Layout
 - Plan/Profile Sheets
 - Special Profiles – Not included. Driveways will be spot graded on Plan/Profile and/or special detail sheets
 - Intersection Layout Details – Not Included
 - Special Details
 - Drainage Structure Sheets – Not Included. Drainage Information will be shown on Plan/Profile
 - Cross Sections – 100' intervals.
 - Roadway Soil Survey – Not Included
 - Temporary Traffic Control Sheets – General Notes and Typical Sections only. Special notes/requirements to be provided by CITY
 - Utility Adjustment Sheets

5. DRAINAGE ANALYSIS AND PLANS

CONSULTANT will analyze the roadway runoff and pathway and general surrounding area drainage system(s) that will be impacted by the roadway improvements. Proposed drainage systems are anticipated to only include conveyance for the north/west side of Sombrero Beach Rd. within the R/W. CITY does not anticipate collection of offsite runoff necessary. CITY desires the installation of a gravity injection well within the project area and associated conveyance(s) to the injection well. CONSULTANT will coordinate with the CITY as to if/what portions of the existing stormwater collection system (within the project limits) and exfiltration system should be severed and connected to the injection well. No floodplain evaluation and compensation is anticipated.

- Base Clearance:
Not Included. CONSULTANT will raise pathway profile as much as possible while remaining lower than the lowest edge of existing pavement.
- Existing Permit Analysis:
CONSULTANT will review existing SFWMD/FDEP permit files in effort to gain a better understanding of the adjacent systems, if any. CITY to provide CONSULTANT with existing roadway, pathway and sewer plans for this section of roadway.
- Temporary Drainage Analysis
Not included.
- Preliminary Stormwater Analysis

Not included at this time.

- Design of Minor Cross Drains
Not included at this time.
- Design of Ditches and Side Drains
CONSULTANT will design roadside swales within project area (on north/west side of Sombrero Beach Rd.) only. Design will consist of improving existing conditions only. Hydraulic analysis with design storms for conveyances are not included. CITY desires CONSULTANT to only improve conveyances in the R/W to a proposed condition better than existing to the maximum extent physically possible.
- Design of Stormwater Management Facilities
CONSULTANT will design up to one new gravity injection well to assist with reducing the duration and frequency of R/W inundation. No new impervious area/treatment anticipated or included. CITY to advise the design parameters for CONSULTANT to design the gravity well to/for.
- Design of Flood Plain Compensation
Not included at this time.
- Design of Storm Drains
CONSULTANT will design stormdrains for collection and conveyance of stormwater in the north/west R/W area to/towards the proposed gravity injection well only.
- Design of Cross Drains
Major cross drain design is not anticipated nor included at this time.
- Optional Culvert Material
Not included at this time.
- Drainage Design Documentation
CONSULTANT will compile drainage design documentation including stormwater components into a limited memorandum format. Include documentation for all the drainage design tasks and associated meetings and decisions.
- Drainage Plans
All drainage information will be shown on the Plan/Profile Sheets and/or Special Details as necessary other than indicated below.
 - Summary of Drainage Structures – Not Included. CONSULTANT will provide bid schedule with associated Pay Items.
 - Drainage Structures – Information to be shown on Plan/Profile sheets.
 - Erosion Control Plan Sheets
 - SWPPP Sheets

6. UTILITY COORDINATION

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

- Collect/Prepare contact letters to all affected utility owners, beginning with the design survey for markups by the respective utility owners.
- Conduct/Attend (up to one) Utility Coordination Meeting (virtual).
- Prepare utility conflict matrices.
- Attempt to resolve conflicts with the proposed improvements or with individual utility relocations.
- Existing utility facilities requiring relocation (other than indicated in the following Section) will be designed by the utility owner and provided to the CONSULTANT. Relocation plan design information provided to the

CONSULTANT by the UAO will be transferred into the roadway plans in separate Utility Adjustment Plan sheets. If general relocation information can be shown legibly on the roadway plan sheets, separate Utility Adjustment Plans will not be included.

7. UTILITY ANALYSIS & PLANS

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

8. PERMITTING

- Environmental Permits and Environmental Clearances
Consultant shall apply for an Injection Well permit with FDEP as required. Responses to comments shall be provided until permit is issued.
- FDOT Construction Agreement
CONSULTANT will prepare and submit to FDOT, a Construction Agreement for work within their R/W using the FDOT One-Stop Permitting portal. CONSULTANT will address comments and facilitate coordination with the CITY for responses required by CITY as necessary.
- FDOT ERC
CONSULTANT will submit to FDOT using the FDOT ERC system. Anticipated submittals are at the 60%, 90% and final plans stages. CONSULTANT will address comments in the ERC and facilitate coordination with the CITY for responses required by CITY as necessary.
- Cultural Resource Assessment Survey
Not included in this scope of services.
- Other Permits
 - City of Marathon – No CITY development permits will be pursued at this time.
 - FDEP Sea Level Impact Projection
Not Included
 - FDEP (Water) – Not included.
 - FDEP (Sewer) – Not included.

9. SIGNING & MARKING ANALYSIS AND PLANS

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

- Signing and Markings (to be shown on roadway plan view Separate component set not anticipated necessary)

10. SIGNALIZATION ANALYSIS & PLANS

Not included in this scope of services.

11. LIGHTING ANALYSIS & PLANS

No corridor lighting is desired by the CITY, therefore lighting is not included in this scope of services. If the path is relocated, the lighting plan will be as simple as relocating the lights and associated pull boxes. Each existing light has a pull box so relocation should be quite simple.

12. LANDSCAPING ANALYSIS & PLANS

Not included in this scope of services.

BASIS AND ASSUMPTIONS:

Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Field data collection can occur within normal business hours between 8:00 a.m. and 5:00 p.m.
- The project limits and scope of services has been accurately and completely identified above.
- Tree survey or subsurface utility location has not been considered for this scope and fee.
- All right-of-way and property lines should be considered approximate.

SUBMITTALS:

- Topographic Survey in AutoCAD format
- Digital surface in AutoCAD format

13. GEOTECHNICAL SERVICES

Not included. CITY to provide existing data as necessary.

Phase I Environmental Site Assessment

Not included in this scope of services.

14. COST OPINIONS

CONSULTANT will supply cost opinions at the 60, 90 and Final Plans stages.

15. PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTANCE

CONSULTANT will provide services to include:

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

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

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

16. SCHEDULE

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

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

- Design Phase Approximately 9 months
- Bid Assistance Approximately 3 months

17. PROVISIONS OF WORK

The CONSULTANT shall furnish electronic sets of 11"x17" size plans for all CITY/FDOT plan reviews, to coordinate the design approvals. It is anticipated that design submittals will be made at the 60%, 90% and the final plans

phase. The CONSULTANT shall furnish one (1) complete set of the final (11"x17") electronic plans in .pdf and .dwg or .dgn format as appropriate. Project and design documentation will be provided in written and electronic format as appropriate throughout the project. Consultant will supply written response to review comments after every plan phase submittal for the CITY and address ERC comments through FDOT's ERC system for FDOT comments. If additional hard copy plan sets are desired or larger prints such as 24x36, they can be issued as additional services.

18. PLAN ASSEMBLY

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

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

20. COMPENSATION

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

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

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