

COUNCIL AGENDA STATEMENT



Meeting Date: April 14, 2026
To: Honorable Mayor & Members of the City Council
From: Dan Saus, Utilities Director
Through: Steve Williams, Interim City Manager

Agenda Item: **Resolution 2026-39**, Approving The General Consulting Contract To Weiler Engineering Corporation; Approving An Increase In Contract Amount Of \$250,000; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The PSA includes two components: (1) funding for ongoing as needed general consulting services for the Utilities Department, and (2) additional funding for continued construction phase engineering services associated with the Sombrero Boulevard Drainage Improvements Project. The PSA authorizes these services on an hourly, not to exceed basis.

This PSA is to continue the City’s General Utilities Consulting services through the remainder of the current fiscal year and to address work already performed after the prior authorization was exhausted. Under this effort, Weiler Engineering provides as needed engineering and technical support to the Utilities Department at the direction of the Utilities Director or his designees

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u>X</u>	_____
2. Other – 2010 Sewer Mandate	<u>X</u>	_____
3. Not applicable	<u>X</u>	_____

FISCAL NOTE:

The adopted FY26 stormwater utility budget includes appropriations of \$1,207,685 to complete the Sombrero Boulevard Drainage Improvement Project.

The adopted FY26 wastewater utility budget includes appropriations of \$200,000 for general engineering type services (i.e. services not directly tied to a capital outlay project)

RECOMMENDATION:

Approval of Resolution


MEMORANDUM

To: Dan Saus, Utilities Director
From: Steve Suggs, PE, Director of Wastewater Engineering, The Weiler Engineering Corporation/an Apex Company
Date: April __, 2026
Subject: Justification for Project Specific Agreement for General Utilities Consulting


This memorandum is provided in support of the attached Project Specific Agreement for General Utilities Consulting between the City of Marathon and The Weiler Engineering Corporation/an Apex Company. The PSA includes two components: (1) funding for ongoing as needed general consulting services for the Utilities Department, and (2) additional funding for continued construction phase engineering services associated with the Sombrero Boulevard Drainage Improvements Project. The PSA authorizes these services on an hourly, not to exceed basis.

The primary purpose of this PSA is to continue the City's General Utilities Consulting services through the remainder of the current fiscal year and to address work already performed after the prior authorization was exhausted. Under this effort, Weiler Engineering provides as needed engineering and technical support to the Utilities Department at the direction of the Utilities Director or his designees. As described in the PSA, this support includes assistance with wastewater and stormwater operations and maintenance, interpretation of regulatory requirements, review of documents and agreements, permitting assistance, budgeting and capital planning support, and other related assignments requested by the City.

In practice, this work covers a wide range of miscellaneous but important utilities support tasks, including operational troubleshooting, repair and upgrade assistance, and small utility related projects. Recent examples include work associated with chemical tanks at Area 4, the monorail at Area 4, the PLC backwash issue at Area 6, piping design assistance, and other similar assignments needed to support ongoing operations and maintenance. Historically, these services have often been funded in smaller increments and renewed as needed. The prior budget for this work was depleted in November 2025, but Weiler Engineering continued providing support so that the City's utility operations and time sensitive needs would not be interrupted. As a result, there is currently approximately **\$54,000** in backlogged labor associated with this work. The proposed PSA will bring that effort current and provide funding through the remainder of the fiscal year.

The PSA also includes additional funding for the Sombrero Boulevard Drainage Improvements Project. Under the PSA, Weiler Engineering is providing post bidding and construction phase engineering services for the project, including construction support, review of submittals, responses to RFIs, pay application review, inspections, change order review, testing and startup coordination, and project closeout services.

Additional authorization is needed for Sombrero Boulevard because the project has required more construction phase effort than originally anticipated. The duration of the work has extended beyond the original anticipated schedule, and additional coordination and engineering review have been needed as field conditions and paving related issues have been worked through. In addition, Weiler Engineering performed redesign of the vacuum main and force main along the roadway under the CEI effort to support the project, although that design effort was not part of the original construction phase scope. At the time, no increase was requested, and the work was completed in order to keep the project moving forward. This added effort contributed to the current overage. Weiler Engineering has continued supporting the project despite the existing authorization being exceeded and is currently carrying approximately **\$37,000** in backlogged labor on this effort. The requested increase will both address work already performed and



provide funding needed to complete the remaining construction support and closeout services based on the current project status.

In addition to the requested increase, several other City work authorizations are being completed or closed with remaining balances that will not be billed. These unused balances reflect projects where the work was completed under budget or where the remaining authorization is no longer needed. Showing these amounts provides a more complete picture of the net funding impact to the City.

Project	Remaining Balance
COM Area 3 WWTP Operating Permit Renewal	\$513.75
COM Area 5 WWTP Operating Permit Renewal	\$8,082.50
COM Area 7 Disc Filter	\$24,143.75
COM Area 7 WWTP Operating Permit Renewal	\$12,483.75
COM Sombrero Beach Road Vacuum Booster	\$34,500.00
Total Remaining Unbilled Balance	\$79,723.75

The Sombrero Beach Road Vacuum Booster project was placed on hold after other adjustments addressed the low vacuum condition, and the remaining balance is therefore not expected to be billed.

The total requested PSA authorization is **\$250,000.00**. When compared against the unused balances from the work authorizations listed above, the net increase in cost to the City is reduced as follows:

Description	Amount
Proposed PSA Authorization	\$250,000.00
Less Remaining Unbilled Balance from Other WAs	(\$79,723.75)
Net Increase to the City	\$170,276.25

Approval of this PSA will allow the City to bring current the outstanding work already performed, continue necessary general consulting support for Utilities Department needs through the remainder of the fiscal year, and complete the remaining engineering services for the Sombrero Boulevard Drainage Improvements Project. It also reflects that, across multiple work authorizations, certain projects were completed with funds remaining, thereby reducing the overall net impact of this request.

Sponsored by: Williams

**CITY OF MARATHON, FLORIDA
RESOLUTION 2026-39**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE GENERAL CONSULTING CONTRACT TO WEILER ENGINEERING CORPORATION.; APPROVING THE PROJECT SPECIFIC AGREEMENT AMOUNT OF \$250,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) and Weiler Engineering Corporation. (the “Contractor”) have entered into a Project Specific Agreement for the Utilities General Consulting; and

WHEREAS, the City staff wish to enter into this PSA, which will enable the City to continue the consulting needed to complete specific ongoing projects.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The PSA includes two components: (1) funding for ongoing as needed general consulting services for the Utilities Department, and (2) additional funding for continued construction phase engineering services associated with the Sombrero Boulevard Drainage Improvements Project. The PSA authorizes these services on an hourly, not to exceed basis.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF APRIL 2026.

THE CITY OF MARATHON, FLORIDA

Lynny De Gazio, 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

General Utilities Consulting

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
The Weiler Engineering Corporation/an Apex Company
For
General Utilities Consulting

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Apex Companies, (the “Consultant”) dated April 14, 2026; this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the “Project Description” included in Exhibit “1.”

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Exhibit “1”.

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect two years, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

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

3.3 **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," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **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.

3.5 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 "2" \$_____ plus reimbursable expenses not to exceed \$0. Total not to exceed amount for this Work Authorization is \$_____. [AND, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$250,000.00 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED \$0.00 FOR A MAXIMUM CONTRACT AMOUNT OF **\$250,000.00.**~~

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Hourly Not To Exceed Rate.** 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 Payment Schedule set forth in Exhibit "3" (N/A), to this Project Agreement. 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.** The CITY reserves the right to withhold retainage in the amount of five percent (5%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

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 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, sub grantee, 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 sub grantees 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 sub grants 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 sub grantees).

7.10 REPORTING:

7.10.1 Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

7.10.2 Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee’s and FEMA’s records, and close grant in writing.

7.11 RETENTION OF ALL RECORDS: The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

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

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

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

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

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SECTION 9 Term/Time of Performance

9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for 2 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 sub consultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

10.6 All project records shall be maintained by Consultant and made available upon request of the City of Marathon.

10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

SECTION 11 Ownership and Access to Public Records.

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@CL.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

SECTION 12 E-VERIFY

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

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 April, 2026.

CONSULTANT:

CITY:

By: Steve Suggs, PE

By: _____

Its: Director of Wastewater Engineering

Its: _____

ATTEST:

Diane Clavier, City Clerk

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

City Attorney

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

**EXHIBIT “1”
PROJECT DESCRIPTION**

Task 1

The Weiler Engineering Corporation/an Apex Company (WEC) will assist the City with as-needed consulting for the Utilities Department. The work will be on an as-needed and as-requested basis at the direction of the Utilities Director or his assignees.

Scope of Work may include:

- Assist the Utilities Director with annual budgets and capital planning
- Provide technical information, cost estimates and reports related to compliance, insurance and mitigation
- Provide advice and information to help resolve performance issues at the Utilities Department’s facilities
- Assist with FDEP and FDOT permitting
- Provide other assistance as requested by the Utilities Director

Task 2

Weiler Engineering will assist the City with oversight of the post-bidding phase engineering services for the construction of the Sombrero Boulevard Drainage Improvements Project. WEC will act as the City’s representative to negotiate value engineering changes and the final scope and price for the construction project. WEC will provide on-site construction phase services during construction, including providing inspections during the construction of the drainage and roadway improvements.

Scope of services will include:

- Attend value engineering and scope clarification meetings with the selected contractor in an attempt to lower costs to work within the City’s budget for the project.
- Prepare conformed construction drawings and make any adjustments necessary to technical specifications.
- Review of shop drawings, CPM schedules, product data sheets and other submittals
- Prepare the Notice to Proceed for the construction
- Conduct limited construction inspections of the progress of the work.
- Witness testing and startup of the drainage pumping system and well testing.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests

- Provide review of final density testing results, review of record drawings and review of the O&M manual for the pump station.
- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

EXHIBIT “2”
SCOPE OF SERVICES AND PROJECT SCHEDULE

Date: April 15, 2026

Task 1

SCOPE OF SERVICES

For Project Name: General Utilities Consulting

GENERAL UNDERSTANDING

Consultant will work directly with the Utilities Director and will perform tasks as assigned by the Utilities Director

SCOPE OF WORK

- Provide technical support to the Utilities Department in the areas of wastewater and stormwater operation and maintenance.
- Assist in interpretation of rules and regulations governing the Utilities Department’s actions.
- Provide review of documents, rules and agreements that may arise from time to time related to the wastewater and stormwater systems
- Other duties as assigned by the Utilities Director

PROJECT SCHEDULE

- Work to begin on execution of this Project Specific Agreement and assignment of tasks by the Utilities Director
- Work shall continue to completion of work or until funds are depleted, whichever occurs first.

Task 2

Description

Weiler Engineering will assist the City with oversight of the post-bidding phase engineering services for the construction of the Sombrero Boulevard Drainage Improvements Project. WEC will act as the City’s representative to negotiate value engineering changes and the final scope and price for the construction project. WEC will provide on-site construction phase services during construction, including providing inspections during the construction of the drainage and roadway improvements.

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- Review of shop drawings, CPM schedules, product data sheets and other submittals
- Prepare the Notice to Proceed for the construction
- Conduct limited construction inspections of the progress of the work.
- Witness testing and startup of the drainage pumping system and well testing.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests
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- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

Deliverables will include:

- Copies of reviewed and approved Contractor pay applications.
- Copies of approved shop drawings and product data submittals
- Copies of correspondence with regulatory agencies related to the construction
- Copies of responses to RFIs from the contractor
- Copies of any change orders or work directives associated with the construction

Anticipated Project Schedule

CONSULTANT will begin work upon acceptance of this PSA and will continue until final acceptance of the Sombrero Boulevard Drainage Improvements by the City.

**EXHIBIT “3”
CONSULTANT’S HOURLY RATES**

Company: The Weiler Engineering Corporation/an Apex Company

Title	Rate
<i>Principal in Charge</i>	\$210.00
<i>Expert Witness</i>	\$280.00
<i>Registered Professional Engineer (P.E.)</i>	\$165.00
<i>Environmental Scientist</i>	\$160.00
<i>Mining Specialist PhD (non-P.E.)</i>	\$160.00
<i>Project Manager</i>	\$160.00
<i>Structural Manager</i>	\$155.00
<i>Senior Planner</i>	\$140.00
<i>Registered Engineer Intern (E.I.)</i>	\$140.00
<i>Certified Floodplain Manager (CFM)</i>	\$140.00
<i>Plans Examiner</i>	\$130.00
<i>Structural Inspector</i>	\$130.00
<i>Code Inspector</i>	\$130.00
<i>Senior Construction Inspector</i>	\$115.00
<i>Senior Engineering Designer</i>	\$115.00
<i>Engineering Designer</i>	\$100.00
<i>Construction Inspector</i>	\$100.00
<i>Engineering Technician</i>	\$90.00
<i>Structural Technician</i>	\$90.00
<i>Field Technician</i>	\$90.00
<i>Clerical</i>	\$60.00

Reimbursable Expenses:

<i>Vellums</i>	<i>\$10.00 / each</i>	<i>(24 x 36)</i>
<i>Mylars</i>	<i>\$25.00 / each</i>	<i>(24 x 36)</i>
<i>Blue Prints / Sheet</i>	<i>\$2.80 / each</i>	<i>(24 x 36)</i>
<i>Copies</i>	<i>\$0.30 / each</i>	<i>(11 x 17)</i>
<i>Copies</i>	<i>\$0.20 / each</i>	<i>(8 ½ x 14)</i>
<i>Copies</i>	<i>\$0.15 / each</i>	<i>(8 ½ x 11)</i>
<i>Travel *</i>	<i>Cost plus 15%</i>	
<i>Overnight mail</i>	<i>Cost plus 15%</i>	
<i>Other Reimbursable Expenses</i>	<i>Cost plus 15%</i>	

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